

March 9, 2020 – 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
Michael King, Public Works Director
Cari James, Finance & Administrative Services Director
Mark Meissner, Community Development Director
Zachary Jones, Parks & Recreation Director
Ryan Biedermann, Chief of Police

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.



MARCH 9, 2020 – Regular Meeting Agenda – 7:00 p.m.



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Addressing the Council

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

Citizen's Forum

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

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

This City Council Agenda may be accessed by computer or any smart device at the following Worldwide Web Address: www.ci.lathrop.ca.us LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage or use the following URL <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

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 the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

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, MARCH 9, 2020
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 INTRODUCTION OF NEW EMPLOYEES:
- Hailey Emery, Permit Technician

2.2 PRESENTATION: SUSTAINABLE GROUNDWATER MANAGEMENT ACT OVERVIEW

2.3 PRESENTATION: CITY OF LATHROP POLICE STATION CONSTRUCTION UPDATE

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 in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember

4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of February 10, 2020

4.3 SECOND READING AND ADOPTION OF ORDINANCE 20-413 BY TITLE ONLY

AMENDING LATHROP MUNICIPAL CODE SECTION 3.20.070(A), AMOUNT TO BE PAID AND TIMING OF PAYMENT, OF THE LATHROP MUNICIPAL CODE
Waive Full Reading and Adopt Ordinance 20-413 by Title Only Amending Section 3.20.070, Titled "Amount to be Paid and Timing of Payment", of the City of Lathrop Municipal Code, to Eliminate the Allowance of Capital Facility Fee Deferral for Residential Developments in Place of a Program By Resolution

4.4 TREASURER'S REPORT FOR MARCH 2020

Approve Quarterly Treasurer's Report for March 2020

4.5 GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2019

Adopt a Resolution to Accept the General Plan Housing Element Annual Progress Report for Calendar Year 2019 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development

- 4.6 APPROVE AMENDMENT NO. 6 TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC.
Adopt Resolution Approving Amendment No. 6 to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operating Services, Inc. and Associated Budget Amendment
- 4.7 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR WELL 21 IMPROVEMENTS CIP PW 08-09
Adopt Resolution Approving a Professional Services Agreement with Carollo Engineers, Inc. for Phase 1 Engineering Design Services for Well 21 Improvements CIP PW 08-09
- 4.8 APPROVE MASTER AND PROGRAM SUPPLEMENT AGREEMENTS WITH CALTRANS FOR CONSTRUCTION OF A TRAFFIC SIGNAL AT GOLDEN VALLEY PARKWAY AND SPARTAN WAY FOR CIP PS 18-03
Adopt Resolution Approving Master and Program Supplement Agreements with Caltrans for the Construction of a Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way for CIP PS 18-03
- 4.9 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PEI FOR LOUISE AVENUE REHABILITATION, PURSUANT TO CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01
Adopt Resolution Approving a Professional Services Agreement with Pavement Engineering Inc. for Louise Avenue Pavement Rehabilitation, Pursuant to Citywide Road Maintenance and Repair Program CIP PS 18-01
- 4.10 APPROVE FEE CREDIT AGREEMENT WITH LATHROP LAND ACQUISITIONS, LLC AND SJAFCA FOR ULOP FLOOD PROTECTION DEVELOPMENT IMPACT FEES
Adopt Resolution Approving a Fee Credit Agreement with Lathrop Land Acquisitions, LLC ("Saybrook") and San Joaquin Area Flood Control Agency (SJAFCA) for Urban Level of Flood Protection (ULOP) Development Impact Fees
- 4.11 APPROVE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA
Adopt Resolution Approving a Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan Area
- 4.12 APPROVAL OF PARCEL MAP 19-03, SUBDIVISION IMPROVEMENT AGREEMENT, AND JOINT ESCROW INSTRUCTIONS FOR LATHROP GATEWAY BUSINESS PARK
Adopt Resolution Approving the Lathrop Gateway Business Park Parcel Map 19-03, Totaling Two (2) Lots, and Approving Subdivision Improvement Agreement and Related Joint Escrow Instructions with Lathrop Gateway 1, LLC

- 4.13 ACCEPTANCE OF CENTRAL LATHROP PUBLIC IMPROVEMENTS FOR TRACTS 3808, 3809, 3810, 3811, AND 3812
Adopt Resolution Accepting Public Improvements for Tracts 3808, 3809, 3810, 3811, and 3812 in the Central Lathrop Development Area

RIVER ISLANDS CONSENT ITEM(S)

- 4.14 APPROVE TASK ORDER NO. 12 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE RIVER ISLANDS PHASE 2 PROJECT
Adopt a Resolution Approving Task Order No. 12 for J.B. Anderson Land Use Planning to Provide Contract Planning Services to Manage and Process the River Islands Phase 2 Project

5. SCHEDULED ITEMS

RIVER ISLANDS SCHEDULED ITEM(S)

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT AND AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR THE RIVER ISLANDS PHASE 1 PROJECT

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving the General Plan Map Amendment from Residential Low to Residential Medium and Mixed Use for Three (3) Parcels Within the River Islands Phase 1 Project and Amendment to the Phase 1 Preliminary Development Plan for Stage 2B (GPA-19-131 and PDP-19-133)
3. Introduction and First Reading of an Ordinance Approving a Zoning Map Amendment from Residential Low to Residential Medium and Mixed Use for the River Islands Phase 1 Project. (REZ-19-132)

GENERAL SCHEDULED ITEM(S)

- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CITY OF LATHROP SEWER REIMBURSEMENT CAPITAL FACILITIES FEES STUDY AND THE FEES RECOMMENDED THEREIN

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study and the Fees Recommended Therein

- 5.3 BIENNIAL BUDGET FISCAL YEAR (FY) 2019–2020 MID-YEAR REPORT
Adopt a Resolution Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget Fiscal Year 2019/20 and 2020/21 and Related Budget Augmentation Requests and Staffing Requests

- 5.4 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2020 SAN JOAQUIN COUNTY ONE-VOICE TRIP
Adopt Resolution Authorizing Out-of-State Travel for Up to Two Council Members and the City Manager to Attend the 2020 San Joaquin One Voice Trip to Washington, D.C. from May 10-14, 2020, and Approval of Related Budget Amendment

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL - Propose Discussion on Adopt-A-Park Terms, Conditions, and Guidelines

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, FEBRUARY 10, 2020
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 6:02 p.m. The Regular Meeting reconvened at 7:05 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:02 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)
- 3 Potential Case(s)

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

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided to staff in regards to Item 1.2; 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 – Associate Pastor Ryan Strong, Grace Community Church, provided the invocation.

Mayor Dhaliwal announced the passing of former Lathrop-Manteca Fire District Chief Fred Manding. Mayor Dhaliwal held a moment of silence after the invocation in honor of Chief Manding.

1.5 PLEDGE OF ALLEGIANCE – Associate Pastor Ryan Strong led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Mayor Dhaliwal announced a proclamation declaring February 2020 as Black History Month to Lathrop. Parks and Recreation Commissioner Minnie Jordan read the proclamation. Following the reading of the proclamation, Harman Garcha was awarded a scholarship provided by the Lathrop Black Caucus. Ms. Garcha commented on the matter.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Item 4.6, due to her employment with Dell’Osso Family Farms.

2. PRESENTATIONS - None

3. CITIZEN’S FORUM

City Clerk Teresa Vargas announced information received for public comment from Nellie Zavala (San Joaquin Commission on Aging) related to affordable solar energy and grid alternatives programs. Ms. Vargas also announced a public comment letter received on February 10, 2020, from Christine Mendes, regarding various concerns related to the Lathrop Gateway Business Park Specific Plan development project. Christine Mendes (18401 S. McKinley Avenue) expressed various concerns related with the developer of the Lathrop Gateway Business Park Specific Plan development project, dust control, truck routes, legal notices related to the project, and mailing address issues. Frank Mendes (18401 S. McKinley Avenue) expressed concerns with sand near his property, suggested planting ground cover in the area to control the dust; commented on an irrigation agreement with the city; and reported issues with crime around his property.

4. CONSENT CALENDAR

On a motion by Vice Mayor Salcedo, seconded simultaneously by Mayor Dhaliwal and Councilmember Torres-O’Callaghan, the City Council approved the Consent Calendar, except *Item 4.6, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Lazard, Salcedo, Torres-O’Callaghan and Dhaliwal
Noes: None
Absent: None
Abstain: Akinjo and Lazard (Item 4.2 only; due to absence)

**Item 4.6 was voted on by the City Council separately, following the vote of the Consent Calendar, due to declared conflict of interest by Councilmember Lazard on Item 1.8.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Councilmembers Lazard and Akinjo abstained from voting on Item 4.2 due to absence during the January 13, 2020, City Council Meeting.

Approved Minutes for the Regular Council Meeting of January 13, 2020.

4.3 2020 ONE VOICE TRIP PROJECT NOMINATIONS

Adopted **Resolution 20-4676** approving staff recommended project nominations for the 2020 San Joaquin One Voice trip.

4.4 APPROVE UPDATE TO POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

Pulled by Councilmember Akinjo for further clarification on the item. Public Works Director Michael King and Community Development Director Mark Meissner responded to the questions.

Adopted **Resolution 20-4677** approving an update to a policy to guide staff interpretation of development impact fees as they relate to accessory dwelling units to conform to State Law.

4.5 RESCIND INITIAL REJECTION OF LOTS, ROADWAYS AND EASEMENTS IN FINAL MAPS FOR TRACT 3789 AND TRACT 3533 AND ACCEPT LOTS, ROADWAYS AND EASEMENTS UPON ACCEPTANCE OF IMPROVEMENTS AT A LATER DATE IN THE CLSP AREA

Adopted **Resolution 20-4678** rescinding initial rejection of lots, roadways and easements in Final Maps for Tract 3789 and Tract 3533, and accepting lots, roadways and easements upon acceptance of improvements at a later date in the Central Lathrop Specific Plan (CLSP) Area.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.5), and left the chamber at 8:07 p.m., prior to the vote of Item 4.6, due to declared conflict of inters as noted in Item 1.8.

On a motion by Vice Mayor Salcedo, seconded by Councilmember Torres-O'Callaghan, the City Council approved Item 4.6, by the following roll call vote, unless otherwise indicated:

4.6 *APPROVE TASK ORDER NO. 3 AND TASK ORDER NO. 4 FOR ASCENT ENVIRONMENTAL, INC. TO PREPARE A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT, AND TO UPDATE THE WEST LATHROP SPECIFIC PLAN, AND RIVER ISLANDS URBAN DESIGN CONCEPT FOR THE RIVER ISLANDS PHASE 2 PROJECT

Adopted **Resolution 20-4679** approving Task Order No. 3 and Task Order No. 4 for Ascent Environmental, Inc., to prepare a subsequent Environmental Impact Report, and updates to the West Lathrop Specific Plan and River Islands Urban Design Concept to support the River Islands Phase 2 project.

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

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais after Item 4.6, at 8:11 p.m. for the remainder of the meeting.

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME FUNDING ALLOCATIONS FOR FISCAL YEAR 2020-2021

Economic Development Administrator Shelley Burcham provided the presentation. A questions and answer period ensued throughout the presentation. City Attorney Salvador Navarrete and City Manager Stephen Salvatore provided additional information.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. The question and answer period continued.

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 20-4680** as presented recommending the allocation of the CDBG and HOME funds for Fiscal Year 2020-2021.

During roll call vote, Vice Mayor Salcedo and Councilmember Torres-O'Callaghan declared abstention, therefore, the City of Lathrop City Council Handbook of Rules and Procedures, page 13, Chapter IV, Section B(5) applies.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 3, CHAPTER 3.20, SECTION 3.20.070(A), AMOUNT TO BE PAID AND TIMING OF PAYMENT, OF THE LATHROP MUNICIPAL CODE TO ELIMINATE THE OPTION OF CAPITAL FACILITY FEE DEFERRAL FOR RESIDENTIAL DEVELOPMENTS UNTIL OCCUPANCY IN PLACE OF ESTABLISHING A FEE DEFERRAL PROGRAM BY RESOLUTION AND APPROVAL OF A CAPITAL FACILITY FEE DEFERRAL PROGRAM BY RESOLUTION

Public Works Director Michael King provided the presentation. A question and answer period followed the presentation. City Manager Stephen Salvatore provided additional information.

Mayor Dhaliwal opened the public hearing. Adriana Flores (Lathrop, CA) inquired about setting timeline on occupancy to avoid empty buildings. City Attorney Salvador Navarrete provided additional information. There were no other speakers. Mayor Dhaliwal closed the public hearing. The question and answer period continued.

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

1. Held a public hearing; and
2. Introduced and held first reading of an ordinance amending Section 3.20.070, titled "Amount to be Paid and Timing of Payment", of the City of Lathrop Municipal Code; and
3. Adopted **Resolution 20-4681** approving a Capital Facility Fee Deferral Program.

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

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL - Appointment of One (1) Member to the Measure C Oversight Advisory Committee with Term Expiring June 30, 2022
- One (1) Application Received

Mayor Dhaliwal made the following appointment:

<u>Measure C Oversight Advisory Committee</u>	<u>Term Expires</u>
Jeremy Aguilar	June 30, 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.

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported attendance to the League of California Cities Community Survives Policy Committee Meetings in Sacramento held January 23, 2020. Parks & Recreation Director Zach Jones announced art display in the Council Chamber by artist Sheryl Bloomfield, painting to be displayed through February 2020.

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers thanked those in attendance. Councilmember Torres-O'Callaghan commented on the success of the lighted crosswalk near Lathrop High School; requested an update on the light near Spartan Way and Golden Valley Parkway. Public Works Director Michael King provided the information. Vice Mayor Salcedo also expressed appreciation for the lighted crosswalk improvements and wished everyone a Happy Valentines Day.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:02 p.m.



Teresa Vargas, CMC
City Clerk

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 20-413 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE SECTION 3.20.070(A), AMOUNT TO BE PAID AND TIMING OF PAYMENT, OF THE LATHROP MUNICIPAL CODE**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 20-413 by Title Only Amending Section 3.20.070, Titled "Amount to be Paid and Timing of Payment", of the City of Lathrop Municipal Code, to Eliminate the Allowance of Capital Facility Fee Deferral for Residential Developments in Place of a Program By Resolution**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 20-413 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE SECTION 3.20.070(A), AMOUNT TO BE PAID AND TIMING OF PAYMENT, OF THE LATHROP MUNICIPAL CODE TO ELIMINATE THE ALLOWANCE OF CAPITAL FACILITY FEE DEFERRAL FOR RESIDENTIAL DEVELOPMENTS IN PLACE OF A PROGRAM BY RESOLUTION

SUMMARY:

On February 10, 2020, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk



Date

ORDINANCE NO. 20-413

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE SECTION 3.20.070(A), AMOUNT TO BE PAID AND TIMING OF PAYMENT, OF THE LATHROP MUNICIPAL CODE TO ELIMINATE THE ALLOWANCE OF CAPITAL FACILITY FEE DEFERRAL FOR RESIDENTIAL DEVELOPMENTS IN PLACE OF A PROGRAM BY RESOLUTION

WHEREAS, Section 3.20.070 of the City of Lathrop Municipal Code allows for the deferral of CFFs for residential development only; and

WHEREAS, establishing a CFF Deferral Program by resolution rather than ordinance allows for more frequent updates to the Program to remain relevant with current laws and development needs; and

WHEREAS, staff proposes amendments to this section to eliminate the option for fee deferral from Section 3.20.070(A) in place of establishing a CFF Deferral Program by resolution.

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

Section 1.

Note: additions are shown below in underline font, deletions are shown in strikeout font.

Chapter 3.20 CAPITAL FACILITIES FEE

3.20.070 Amount to be paid and timing of payment.

A. The fee to be paid for each lot within a development project shall be the amount of the fee in effect, pursuant to implementing resolution, at the time that full payment is made to the city. The fee for each lot within a development project shall be paid in full prior to the issuance of any building permit unless deferred by resolution, ~~except in the case of residential development, and in that instance the fee shall be paid no later than the time of final inspection or the date of issuance of the certificate of occupancy, whichever occurs first.~~

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

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

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

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 10th day of February, 2020, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 9th day of March, 2020, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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Quarterly Investment Report

December 2019

This report presents a detailed discussion of the City's investment portfolio as of December 31, 2019. It includes all investments managed by the City on its own behalf as well as the City's Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of December 31, 2019, the investment portfolio was in compliance with all state laws and the City's Investment Policy (see Attachment 1).

Current Portfolio Summary

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

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

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

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

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

The following table (Table: 1) provides a summary of the City's cash and investments, by holding party, based on recorded value as of December 31, 2019 compared with the prior quarter:

Table: 1				
Holding Party	September 30, 2019		December 31, 2019	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/cash held by the City	\$109,073,107	75%	\$121,757,615	77%
Investments held by Trustees	36,460,264	25%	36,970,381	23%
TOTAL	\$145,533,371	100%	\$158,727,996	100%

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

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

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


Significant payables paid out during the quarter include:

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


Quarterly Economic Update

According to the latest projections from the Business Forecasting Center at the University of the Pacific, California’s economic growth should maintain strong at a rate of 2.9% through 2019, and then declining to 1.9% in 2021 as recession risk grows. Regionally, the Central Valley is expected to show job growth due to the booming logistics sector as it has added jobs to the trucking and warehousing industry. In addition, the Center estimates that most Central Valley metro areas will continue to average single-digit unemployment through 2020. The strengthening housing market is lending support to manufacturing, which was hit by deep federal government spending cuts and slowing global demand. Locally, the San Joaquin Valley area experienced a slight increase in unemployment rates (San Joaquin County: 5.7%; City of Lathrop: 5.0%). While these rates are within the forecasted levels, caution is key to carry out with the business demands of the City.

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



 Stephen Salvatore
 City Manager



 Carl James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 52,840,717	0.228%	51.37%	\$ 52,840,717
Wells Fargo Money Market Mutual Funds	\$ 2,873,919	0.000%	2.79%	\$ 2,873,919
California Asset Management Program	\$ 10,179,070	2.610%	9.90%	\$ 10,179,070
Total Investments Held by the City (1)	\$ 65,893,707	0.586%	64.06%	\$ 65,893,707

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Union Bank	\$ 3,931,835	0.027%	3.82%	\$ 3,931,835
UMB Bank	\$ 364,564	0.000%	0.35%	\$ 364,564
US Bank	\$ -	0.025%	0.00%	\$ -
SJ County Pooled Funds	\$ 306,173	0.260%	0.30%	\$ 306,173
PFM Asset Management	\$ 31,876,101	0.000%	30.99%	\$ 31,876,101
BBVA Compass Bank	\$ 491,708	0.230%	0.48%	\$ 491,708
Total Investments Held by Trustees (2)	\$ 36,970,381	0.008%	35.94%	\$ 36,970,381

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 102,864,088	0.378%	100.00%	\$ 102,864,088
Cash in Checking Accounts - Recorded Value	\$ 55,863,908			
Total Cash and Investments	\$ 158,727,996			

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

Notes:

- (1) See Table: 4 for detailed investments held by the City.
 (2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 52,840,717	-	-	\$ 52,840,717
Wells Fargo Money Market Mutual Funds (2)	\$ 2,870,539	3,380	-	\$ 2,873,919
California Asset Management Program	\$ 10,163,528	15,542	-	\$ 10,179,070
Total Investments Held by the City	\$ 65,874,785	18,922	-	\$ 65,893,707

Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
BBVA Compass Bank	\$ 491,333	376	-	\$ 491,708
SJ County Pooled Funds	\$ 262,266	66,118	(22,210)	\$ 306,173
UMB Bank	\$ 364,263	301	-	\$ 364,564
Union Bank (3)	\$ 3,637,488	294,347	-	\$ 3,931,835
PFM Asset Management	\$ 31,636,440	8,971,202	(8,731,541)	\$ 31,876,101
Total Investments Held by Trustees	\$ 36,391,789	\$ 9,332,343	\$ (8,753,751)	\$ 36,970,381

Total Cash in Checking Accounts Held by the City (2)	\$ 45,510,072	14,795,360	(4,441,524)	\$ 55,863,908
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Total Cash and Investments Held by the City and Trustees	\$ 147,776,646	\$ 24,146,625	\$ (13,195,275)	\$ 158,727,996
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Notes:

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

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

(3) Interest earnings, debt service payments.

TABLE: 4
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	0.257%	Varies	On Demand	52,840,717	52,840,717
						\$ 52,840,717	\$ 52,840,717
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.000%	Varies	On Demand	2,873,919	2,873,919
						\$ 2,873,919	\$ 2,873,919
California Asset Management Program							
	Liquidity Account No. 6084-001	N/A	2.610%	Varies	On Demand	10,179,070	10,179,070
						\$ 10,179,070	\$ 10,179,070
TOTAL INVESTMENTS HELD BY CITY						\$ 65,893,707	\$ 65,893,707

TABLE: 5
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by Union Bank by Account								
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>								
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601			0.010%	10/18/05	On Demand	\$ 137	\$ 137
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Func	6712138602			0.010%	10/18/05	On Demand	\$ 242,062	\$ 242,062
<i>2000 North Harlan Improvement District 99-01</i>								
Money Market - Reserve Account	6711651103			0.010%	7/12/00	On Demand	\$ 92,498	\$ 92,498
Money Market - Redemption Account	6711651101			0.010%	7/12/00	On Demand	\$ 32	\$ 32
<i>2003-2A Lathrop CFD</i>								
Money Market- Interest Account	6711720001			0.010%	12/12/03	On Demand	\$ 147	\$ 147
LAIF - Interest Account	6711720002			0.257%	03/19/03	On Demand	\$ 734,987	\$ 734,987
<i>CDPH/CDWR - SRF Loan</i>								
Agreement Account	6711908800			0.000%	12/22/10	On Demand	\$ 290,773	\$ 290,773
Agreement Account - Reserve Fund	6711908801			0.000%	12/22/10	On Demand	\$ 604,679	\$ 604,679
<i>2013-1 Mossdale Village</i>								
2013-1 Refunding Improvement Bonds	6712076901			0.000%	10/01/13	On Demand	\$ 262	\$ 262
2013-1 Refunding Improvement Bonds	6712076903			0.000%	10/01/13	On Demand	\$ 953,696	\$ 953,696
<i>2013-1 Special Tax Bonds</i>								
2013-1 Mossdale Special Tax	6712076801			0.000%	10/01/13	On Demand	\$ 143	\$ 143
2013-1 Mossdale Special Tax	6712076804			0.000%	10/01/13	On Demand	\$ 264,710	\$ 264,710
2013-1 Mossdale Special Tax	6712076806			0.000%	10/01/13	On Demand	\$ 75	\$ 75
<i>2015 Crossroads Series B</i>								
2015 Crossroads Series B - LOIB RDP	6712138801			0.000%	09/01/15	On Demand	\$ 187	\$ 187
2015 Crossroads Series B - LOIB Reserve	6712138803			0.000%	09/01/15	On Demand	\$ 747,054	\$ 747,054
2015 Crossroads Series B - Improvements	6712138805			0.000%	09/01/15	On Demand	\$ 394	\$ 394
2015 Crossroads Series B - COI Custodian Agreement	6712198801			0.000%	9/1/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - Union Bank							\$ 3,931,835	\$ 3,931,835
Investments Held by BBVA Compass Bank by Account								
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>								
Certificate of Deposit - Reserve Fund		N/A		0.090%	5/22/19	5/21/21	\$ 491,708	\$ 491,708
Total Investments Held by Trustee -BBVA Compass Bank							\$ 491,708	\$ 491,708

TABLE: 5
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account								
2006-1 Central Lathrop Phase I Infrastructure CFD								
Special Tax Fund	141226.1	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Interest Fund	141226.2	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Principal	141226.3	N/A		0.001%	08/26/10	On Demand	\$ -	\$ -
Redemption	141226.4	N/A		0.001%	08/26/10	On Demand	\$ -	\$ -
TTEE Fee & Comp Exp	141226.5	N/A		0.002%	09/12/06	On Demand	\$ -	\$ -
Reserve Fund	141226.6	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Improvement Fund	141226.7	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
2018-1 Central Lathrop CFD								
Improvement Area 1 - Admin Expense Reserve Fund	149232.1	N/A		0.000%	02/01/19	On Demand	\$ 40,063	\$ 40,063
Other Improvement Areas - Admin Expense Reserve Fund	149232.2	N/A		0.000%	02/01/19	On Demand	\$ 160,252	\$ 160,252
Improvement Area 1 - Principal Account	149232.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Redemption Account	149232.4	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Admin Expense Account	149232.6	N/A		0.000%	02/01/19	On Demand	\$ 9,027	\$ 9,027
Improvement Area 1 - Reserve Fund	149232.7	N/A		0.000%	02/01/19	On Demand	\$ 38,651	\$ 38,651
Improvement Area 1 - Surplus Fund	149232.8	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Redemption Account	149265.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Admin Expense Account	149265.4	N/A		0.000%	02/01/19	On Demand	\$ 9,203	\$ 9,203
Improvement Area 2 - Reserve Fund	149265.5	N/A		0.000%	02/01/19	On Demand	\$ 17,079	\$ 17,079
Improvement Area 2 - Surplus Fund	149265.6	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Redemption Account	149267.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Admin Expense Account	149267.5	N/A		0.000%	02/01/19	On Demand	\$ 8,272	\$ 8,272
Improvement Area 3 - Reserve Fund	149267.6	N/A		0.000%	02/01/19	On Demand	\$ 51,359	\$ 51,359
Improvement Area 3 - Surplus Fund	149267.7	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Redemption Account	149268.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4	N/A		0.000%	02/01/19	On Demand	\$ 9,779	\$ 9,779
Improvement Area 4 - Reserve Fund	149268.5	N/A		0.000%	02/01/19	On Demand	\$ 4,659	\$ 4,659
Improvement Area 4 - Surplus Fund	149268.6	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Redemption Account	149269.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Interest Account	149269.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Admin Expense Account	149269.4	N/A		0.000%	02/01/19	On Demand	\$ 10,183	\$ 10,183
Improvement Area 5 - Reserve Fund	149269.5				2/1/19	On Demand	\$ 5,197	\$ 5,197
Improvement Area 5 - Surplus Fund	149269.6				2/1/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD								
Special Tax Fund	149261.1	N/A		0.000%	2/1/19	On Demand	\$ 842	\$ 842
Surplus Fund	149261.2	N/A		0.000%	2/1/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank							\$ 364,564	\$ 364,564

TABLE: 5
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by San Joaquin County by Account								
<i>Sanitary Sewer Assessment District #1</i>								
Pooled Funds - Redemption Account	Fund 57961	N/A		0.260%	10/1/87	On Demand	\$ 306,173	\$ 306,173
Total Investments Held by Trustee -San Joaquin County							\$ 306,173	\$ 306,173

TABLE: 5
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase	Maturity Date	Value	Recorded Value
Investments Held by PFM Asset Management by Account								
<i>PFM Asset Management</i>								
Money Market Fund	20260109	N/A		0.000%	05/28/15	05/28/15	\$ 36,013	\$ 36,013
US Treasury Bond / Note								
US Treasury Notes			912828M98	1.63%	11/30/15	11/30/20	\$ 599,860	\$ 599,860
US Treasury Notes			912828N48	1.75%	12/31/15	12/31/20	\$ 810,760	\$ 810,760
US Treasury Notes			912828N48	1.75%	12/31/15	12/31/20	\$ 1,151,079	\$ 1,151,079
US Treasury Notes			912828N89	1.38%	01/31/16	01/31/21	\$ 498,614	\$ 498,614
US Treasury Notes			912828N89	1.38%	01/31/16	01/31/21	\$ 683,101	\$ 683,101
US Treasury N/B Notes			912828X6	2.25%	02/01/18	02/15/21	\$ 619,132	\$ 619,132
US Treasury Notes			912828C57	2.25%	03/31/14	03/31/21	\$ 478,618	\$ 478,618
US Treasury Notes			912828C57	2.25%	03/31/14	03/31/21	\$ 579,380	\$ 579,380
US Treasury Notes			912828WG1	2.25%	04/30/14	01/00/00	\$ 1,109,282	\$ 1,109,282
US Treasury Notes			912828WN6	2.00%	06/02/14	05/31/21	\$ 653,580	\$ 653,580
US Treasury Notes			912828WR7	2.13%	06/30/14	06/30/21	\$ 1,083,483	\$ 1,083,483
US Treasury Notes			9128284W7	2.75%	08/15/18	08/15/21	\$ 1,018,242	\$ 1,018,242
US Treasury Notes			912828D72	2.00%	09/02/14	08/31/21	\$ 981,437	\$ 981,437
US Treasury Notes			912828D72	2.00%	09/02/14	08/31/21	\$ 1,107,262	\$ 1,107,262
US Treasury N/B			9128285A4	2.75%	09/17/18	09/15/21	\$ 509,590	\$ 509,590
US Treasury Notes			912828T34	1.13%	09/30/16	09/30/21	\$ 198,391	\$ 198,391
US Treasury Notes			912828T34	1.13%	09/30/16	09/30/21	\$ 297,586	\$ 297,586
US Treasury Notes			912828T67	1.25%	10/31/16	10/31/21	\$ 1,292,179	\$ 1,292,179

TABLE: 5
CITY OF LATHROP
Summary of All Investments
As of December 31, 2019

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes			9128285L0	2.88%	11/15/18	11/15/21	\$ 767,696	\$ 767,696
US Treasury Notes			912828U65	1.75%	11/30/16	11/30/21	\$ 1,003,086	\$ 1,003,086
US Treasury Notes			9128285V8	2.50%	01/15/19	01/15/22	\$ 763,565	\$ 763,565
US Treasury Notes			9128285V8	2.50%	01/15/19	01/15/22	\$ 763,565	\$ 763,565
US Treasury Notes			912828V72	1.88%	01/31/17	01/31/22	\$ 880,127	\$ 880,127
US Treasury Notes			912828V72	1.88%	01/31/17	01/31/22	\$ 2,263,183	\$ 2,263,183
US Treasury Notes			9128286C9	2.50%	02/15/19	02/15/22	\$ 1,095,408	\$ 1,095,408
US Treasury Notes			912828W55	1.88%	02/28/17	02/28/22	\$ 301,840	\$ 301,840
US Treasury Notes			9128286M7	2.25%	04/15/19	04/15/22	\$ 761,016	\$ 761,016
US Treasury Notes			912828WZ9	1.75%	04/30/15	04/30/22	\$ 1,003,750	\$ 1,003,750
US Treasury Notes			9128282P4	1.88%	07/31/17	07/31/22	\$ 730,126	\$ 730,126
US Treasury Notes			9128282P4	1.88%	07/31/17	07/31/22	\$ 1,132,954	\$ 1,132,954
US Treasury Notes			912828YA2	1.50%	08/15/19	08/15/22	\$ 848,140	\$ 848,140
US Treasury Notes			912828258	1.63%	08/31/17	08/31/22	\$ 275,226	\$ 275,226
US Treasury Notes			912828258	1.63%	08/31/17	08/31/22	\$ 875,718	\$ 875,718
US Treasury Notes			912828YK0	1.38%	10/15/19	10/15/22	\$ 745,430	\$ 745,430
US Treasury Subtotal:							\$ 27,882,400	\$ 27,882,400
Supra-national Agency Bond / Note								
Int'l BK Recon & Develop SN Note			459058GU1	2.125%	5/29/19	07/01/22	\$ 303,379	\$ 303,379
Supra-National Agency Subtotal							\$ 303,379	\$ 303,379
Federal Agency Bond/Note								
FHLMC Agency Notes			3137EAEF2	1.38%	04/20/17	04/20/20	\$ 499,600	\$ 499,600
Fannie Mae Notes			3135G0U35	2.75%	06/25/18	06/22/21	\$ 452,526	\$ 452,526
Federal Home Loan Banks Agcy			3130AGLD5	1.88%	06/07/19	07/07/21	\$ 241,030	\$ 241,030
Federal Home Loan Banks Agcy			3130AF5B9	3.00%	10/12/18	10/12/21	\$ 435,396	\$ 435,396
Fannie Mae Notes			3135G0U92	2.65%	01/11/19	01/11/22	\$ 306,070	\$ 306,070
Fannie Mae Notes			3135G0U92	2.65%	01/11/19	01/11/22	\$ 306,070	\$ 306,070
Federal Home Loan Banks Agcy			313379O69	2.13%	06/01/12	06/10/22	\$ 632,199	\$ 632,199
Fannie Mae Notes			3135G0W33	1.38%	09/06/19	09/06/22	\$ 610,954	\$ 610,954
Federal Agency Subtotal:							\$ 3,483,845	\$ 3,483,845
Interest								
Accrued Interest							\$ 170,464	\$ 170,464
Total Investments Held by Trustee -PFM Asset Management							\$ 31,876,101	\$ 31,876,101
* Investments made per CLSP Bond Indenture								
Total Investments Held by Trustees							\$ 36,970,381	\$ 36,970,381

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

**ITEM: GENERAL PLAN HOUSING ELEMENT ANNUAL
PROGRESS REPORT FOR CALENDAR YEAR 2019**

**RECOMMENDATION: Adopt a Resolution to Accept the General Plan
Housing Element Annual Progress Report for
Calendar Year 2019 and Authorize Staff to Submit
the Report to the Governor's Office of Planning and
Research and State Department of Housing and
Community Development.**

SUMMARY:

Each year, California cities are required to prepare an annual progress report (APR) on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, Staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

BACKGROUND:

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

Under California Government Code Section 65400, Planning Staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1st of each year. The purpose of the APR is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

As part of the update to the City's Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG).

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In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
RHNA Allocation	526	493	759	957	2,421	5,156
Built	0	0	0	29 ¹	1,571	1,600
Under Construction/ Permitted	0	0	0	0 ²	197	197
Remaining Allocation	526	493	759	928	653	3,359

¹INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUs BUILT IN 2017 AND 2018

²104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

³THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$71,400 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.
- Above Moderate Income Households have a combined income greater than 120 percent of AMI

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The State Income Limits, as illustrated in the City’s 2019 Housing Element are as follows:

TABLE 30: STATE INCOME LIMITS –SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

In order to provide an idea of affordable housing costs by income group, affordable home sale prices are estimated for one, two, four, and six person households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

**MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 - LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.
SOURCE: DE NOVO PLANNING GROUP, 2019*

An excerpt from the City’s 2019 General Plan Housing Element related to RHNA, state income limits, and housing affordability is attached to this Staff Report as Attachment 3.

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

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In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2019 at their February 19, 2020 meeting. At the conclusion of the public meeting, the Planning Commission voted 4-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2019 and authorize staff to submit the report to OPR and HCD (Attachment 4).

ANALYSIS:

Staff has prepared the 2019 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received and Processed

The City of Lathrop processed nine (9) residential entitlement applications for new residential development that may result in 846 new units. The City received and processed the following Architectural Design Review Applications in 2019:

River Islands

Kiper Newport	131 single-family dwelling units
Pulte Homes	74 single-family dwelling units
Castaway II	120 single-family dwelling units
Kiper Village Y	100 single-family dwelling units
Tri Pointe Village W	106 single-family dwelling units

Central Lathrop

Richmond American Homes	91 single-family dwelling units
Meritage Homes	66 single-family dwelling units
DR Horton	69 single-family dwelling units
De Nova Homes	89 single-family dwelling units

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New Home Construction

The City of Lathrop issued building permits for 389 above moderate residential housing units in 2019, 387 of which were single family residences and two (2) were for Accessory Dwelling Units (ADU). The majority of the building permits were issued for the River Islands area. As shown in Table B below, no building permits were issued for very low-, low-, and/or moderate-income categories.

Housing Element Programs

The City made progress in implementing the Goals and Programs of the Housing Element. The following programs were implemented in 2019 or in the process of being implemented:

1. Housing Element Program 2p: Encourage Multi-Family Housing

This program requires an amendment to the Zoning Code to limit development of single-family units on sites designated for high density residential uses.

Action: The City adopted an Ordinance in January, 2020 that revised the Zoning Code to allow single-family developments on sites designated for high density residential uses only if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 sq. ft. or less, or 3) are part of a housing development with the majority of unit affordable to extremely low, very low, or low income households.

2. Housing Element Program 2q. Manufactured Housing:

Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3.

Action: The City adopted an Ordinance in January, 2020 that revised the Manufactured Housing Chapter (Chapter 17.68) to clarify that the provisions of the chapter shall apply to all single-family dwelling manufactured and mobile homes on permanent foundations, which shall be allowed subject to the same permit requirements as a single family home.

Progress Towards Meeting RHNA

As illustrated in Table B of the HCD Forms below, the City has issued 1,582 building permits for residential development for the 2014 – 2023 Housing Element Planning Period.

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Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019							1019
	Non-Deed Restricted								
Low	Deed Restricted	759							759
	Non-Deed Restricted								
Moderate	Deed Restricted	957							957
	Non-Deed Restricted								
Above Moderate		2421	343	170	297	383	389	1582	839
Total RHNA		5156							
Total Units			343	170	297	383	389	1582	3574

CEQA Review:

The proposed Housing Element Annual Progress Report for Calendar Year 2019 is not considered a project as prescribed by the California Environmental Quality Act (CEQA). This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

Adopt the proposed resolution to accept the Housing Element Annual Progress Report for Calendar Year 2019 and authorize staff to submit the report to the OPR and HCD.

FISCAL IMPACT:

The request has no fiscal impact to the City other than staff time to prepare the report.

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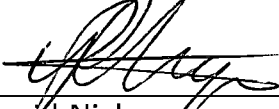
ATTACHMENTS:

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2019
2. Housing Element Annual Progress Report for Calendar Year 2019
3. Affordability & RHNA Explanation. Excerpt from the City's 2019 General Plan
Housing Element
4. Planning Commission Resolution No. 20-4

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APPROVALS:

for 

David Niskanen
Contract Planner

2/24/20

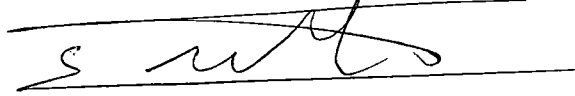
Date



Mark Meissner
Community Development Director

2/24/2020

Date



Salvador Navarrete
City Attorney

2-24-2020

Date



Stephen J. Salvatore
City Manager

2.26.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2019 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2019, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public meeting and adopted Resolution No. 20-4, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorizes staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 9th day of March, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CY 2019
Summary Report

Jurisdiction	Lathrop
Reporting Year	2019 (Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		389
Total Units		389

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	846
Total Housing Units Approved:	846
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Lathrop		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1a	To ensure adequate sites for extremely low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.	Update inventory on a biennial basis and make inventory available at City Hall and on the City website.	The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.

<p>Program 1b</p>	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. In order to ensure that adequate sites continue to be provided for affordable housing, the City shall:</p> <ul style="list-style-type: none"> • Require development to meet the minimum development densities established for each residential zoning district. • Evaluate each rezone, change in allowed density, or other action that would reduce residential densities or the residential capacity of site and ensure adequate actions and/or findings are provided to ensure consistency with Government Code Section 65863. • As part of any entitlements for or amendments associated with River Islands/West Lathrop Specific Plan development, ensure that the Specific Plan and associated maps maintain a minimum of 45.67 acres of high density residential sites in River Islands that allow development at 20 to 40 du/ac. • As part of any entitlements or amendments associated with Central Lathrop Specific Plan development, ensure that the Specific Plan and 	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing. The City received one (1) application in 2019 for a General Plan Amendment and Rezone from RL - Residential Low to RM - Residential Medium, increasing the residential density.</p>
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<p>Program 1c</p>	<p>well- designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set- back and yard requirements, allow for a higher building height, and greater floor area ratios. In addition, the City will continue to work closely with the developers of each Specific Plan to expedite processing and permit procedures.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with teh West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. The City is encouraged that development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>
<p>Program 1d</p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2019.</p>

<p>Program 1e</p>	<p>Evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Biennially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City has requested SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans and non-subjective residential design guidelines.</p>
<p>Program 1f</p>	<p>Continue to consider regional development through working with SJCOG and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOG data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p>Program 1g</p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. The following shall be provided as links via the Annual Action Plan hearing notice: • A table of lower income housing sites, including the parcel size, zoning, land use designation, and realistic capacity and associated map identifying the location of each site. • A list of City incentives to encourage housing development. • Identification of the City's interest in actively supporting efforts to establish housing</p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to participate in the Urban County/County Continuum of Care. The City will prepare a table of lower income housing sites, a list of City incentives to encourage housing development and identification of the City's interest in actively supporting efforts to establish housing and facilities to serve lower income and special needs populations.</p>
<p>Program 1h</p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website. The City shall participate with San</p>	<p>Ongoing; distribute brochures on a monthly basis or as-needed</p>	<p>The City maintains information regarding homeless shelters and services available. This information is readily available at City Hall and will be reviewed/updated periodically.</p>
<p>Program 1i</p>	<p>Joaquin County's efforts to address farmworker housing needs. Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>

Program 1j	Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing.	Ongoing; including Housing Authority in annual mailing under program 1g	The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2019.
Program 1k	Continue to permit Planned Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.	Ongoing	As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2019.
Program 1l	Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.	Ongoing	The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2019.

<p>Program 1m</p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/expedited processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing typies, including housing for developmentally disabled and will coordinate with the Valley Mountain Regional Center to identify needed housing typies.</p>
<p>Program 1n</p>	<p>Revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City will work towards revising the Zoning Code to require ministerial approval on the Sites listed in Program 1n. This program is not yet complete.</p>
<p>Program 2a</p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had seven (7) pre-application meetings with developers in 2019.</p>

<p>Program 2b</p>	<p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include: • Allowing developers to submit concurrent/“piggyback” applications (e.g., rezones, tentative tract maps, conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low- income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. • Prioritizing projects which include units set aside for extremely low-, very low-, and/or low income households; • Through the density bonus provisions of the Zoning Code, provide for a reduction in development standards (e.g., allowing</p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the optoins listed in Program 2b. This program is ongoing.</p>
<p>Program 2c</p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City’s development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City’s processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. This program is ongoing.</p>

<p>Program 2d</p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and infill projects for eligibility for a CEQA exemption as development applications are received.</p>
<p>Program 2e</p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. No update in 2019 constrained reasonable accommodation for disabled persons.</p>
<p>Program 2f</p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law, prepare pre-approved building plans for ADUs and prepare advertisements for the construction of ADUs. This program is ongoing.</p>

Program 2g	Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.	Ongoing	The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.
Program 2h	Address the special housing needs of large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3- and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.	Ongoing	As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low-, and low-income families. No affordable housing applications were received in 2019.
Program 2i	Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code	Ongoing	The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.
Program 2n	Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.	Ongoing	The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.

Program 2o	<p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	Jan-20	<p>The City is in the process of establishing written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.</p>
Program 2p	<p>Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households.</p>	Jan-20	<p>This program was completed in 2019.</p>
Program 2q	<p>Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all single-family dwellings manufactured housing and mobilehomes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020 listed as permitted uses within any zoning district that permits residential uses."</p>	Jan-20	<p>This program was completed in 2019.</p>

<p>Program 2r</p>	<p>Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre a minimum of eight to a maximum of fifteen (15) dwelling units per net acre, per the city's general plan."</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p>Program 2s</p>	<p>Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify the SB 35 streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.</p>	<p>Aug-20</p>	<p>The City is in the process of completing this Program.</p>

<p>Program 3a</p>	<p>Continue to participate in the San Joaquin Urban County consortium to receive and use HOME and CDBG funds to provide housing rehabilitation loans and emergency repair loans or grants, administered through the San Joaquin County Rehabilitation Program, for lower income households and to provide services for lower income populations, including extremely low income, homeless/at-risk of homelessness, seniors, and youth. On an annual basis, determine whether funds are adequate to set aside funds specifically for assistance (housing rehabilitation, emergency repair, or weatherization) for extremely low income households and whether funds are adequate to allow bedroom/bathroom additions where necessary to accommodate large families. To ensure public awareness of and participation in housing assistance programs, continue to provide informational packets and handouts at City Hall, community gathering areas (Community Center and Library), and on the City's website. These handouts shall include specific contact information, programs available, and how to apply for funds.</p>	<p>Annual review of housing needs and commitment of funds through Urban County process; ongoing efforts to ensure public awareness</p>	<p>The City continues to participate in the San Joaquin urban county constorium to receive and use HOME and CDBG funds. This program is ongoing.</p>
<p>Program 3b</p>	<p>Review the Zoning Code and potential funding sources to identify methods to provide incentives for rehabilitation of existing residential units and to encourage re- investment in the Historic Lathrop Overlay District and in older neighborhoods east of I-5.</p>	<p>Ongoing 2019/2020 incorporate incentives into SB 2 funding opportunities</p>	<p>This program is ongoing as funding opportunities are explored.</p>

<p>Program 3c</p>	<p>Continue to employ a full time code compliance officer who will vigorously enforce the building and zoning codes in locations where dilapidation, blight, and/or health and safety violations may be occurring. Coordinate code compliance efforts with the housing rehabilitation program with code compliance efforts to encourage property owners to maintain dwelling units in safe and habitable conditions. Regularly review housing conditions to determine if specific locations or neighborhoods require targeted code enforcement and work to provide, when funding is available, targeted rehabilitation or replacement assistance.</p>	<p>Ongoing; biennial review of areas appropriate for targeted assistance and/or enforcement</p>	<p>The City continues to employ a Code Enforcement Officer. This program is ongoing.</p>
<p>Program 3d</p>	<p>Continue to participate in the San Joaquin Urban County consortium to provide funding and support for the rehabilitation of mobile homes, when adequate funds are available. In 2020/2021, conduct outreach to mobilehome park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program and any of the City's mobilehome parks would be eligible for this type of program.</p>	<p>Ongoing; Mobilehome outreach in 2020 and 2021</p>	<p>The City will conduct outreach to mobile home park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>
<p>Program 3e</p>	<p>Regularly review the City's eligibility for Federal and State home repair, renovation, and replacement programs annually and apply for programs, as appropriate. If multifamily owners or other entities express interest in available funding programs for housing rehabilitation or repair, support the application for funding and, if appropriate and feasible, provide technical assistance to the project applicant with the funding application.</p>	<p>Ongoing</p>	<p>No action in 2019. This program is ongoing.</p>

<p>Program 4a</p>	<p>Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.).</p>	<p>Ongoing</p>	<p>This program is ongoing.</p>
<p>Program 4b</p>	<p>Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.</p>	<p>Ongoing</p>	<p>As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2019.</p>
<p>Program 5a</p>	<p>Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents.</p>	<p>Ongoing; annual coordination and outreach to Housing Authority to encourage increased assistance</p>	<p>This program is ongoing.</p>
<p>Program 5b</p>	<p>Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.</p>	<p>Ongoing</p>	<p>The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.</p>

Program 6a	Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.	Ongoing	This program is ongoing. The City will continue to encourage energy efficient land use planning.
Program 6b	Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects.	Ongoing	The City continues to hold pre-application meetings. This program is ongoing.
Program 6c	Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website.	Ongoing	The City will ensure information is available on the City's website as it relates to energy conservation.
Program 6d	Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.	Ongoing	The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.

2019 HOUSING ELEMENT BACKGROUND REPORT

TABLE 29: RENTAL RATES BY NUMBER OF BEDROOMS

Bedroom Type	2019 Rental Survey		Census Data	
	Units Available	Range	Median Rent (2017)	Median Rent (2000)
Studio	0	N/A	-	\$500
1 bed	0	N/A	\$745	\$625
2 bed	2	\$1,395	\$979	\$750
3 bed	7	\$1,400 - \$2,500	\$1,518	\$800
4 bed or more	11	\$2,095 - \$3,650	\$1,846 (4)/ \$2,380 (5+)	N/A

SOURCE: US CENSUS, 2000; US CENSUS ACS, 2013-2017; ZILLOW.COM, 2019, CRAIGSLIST.COM, 2019

Housing Affordability

Income Groups

The California Department of Housing and Community Development (HCD) publishes household income data annually for areas in California. Table 30 shows the maximum annual income level for each income group adjusted for household size for San Joaquin County. The maximum annual income data is then utilized to calculate the maximum affordable housing payments for different households (varying by income level) and their eligibility for housing assistance programs.

- *Extremely Low Income Households* have a combined income at or lower than 30% of area median income (AMI), as established by the state Department of Housing and Community Development (HCD).
- *Very Low Income Households* have a combined income between 30 and 50% of AMI, as established by HCD.
- *Low Income Households* have a combined income between 50 and 80% of AMI, as established by HCD.
- *Moderate Income Households* have a combined income between 80 and 120% of AMI, as established by HCD.
- *Above Moderate Income Households* have a combined income greater than 120% of AMI, as established by HCD.

TABLE 30: STATE INCOME LIMITS – SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

Housing Affordability

Table 31 shows the maximum rents and sales prices, respectively, that are affordable to very low, low, moderate, and above moderate-income households. Affordability is based on a household spending 30% or less of their total household income for shelter. Affordability is based on the maximum household income levels established by HCD (Table 30). The annual income limits established by HCD are similar to those used by the US Department of Housing and Urban Development (HUD) for administering various affordable housing programs. In order to provide an idea of affordable housing costs by income group, affordable home sales prices are estimated for one, two, four, and six person households (see Table 29). Maximum affordable sales price is based generally on the following assumptions: 5% interest rate, 30-year fixed loan, and downpayments that vary with income level, as described in Table 31.

Comparing the maximum affordable housing costs in Table 31 to the rental rates in Tables 28 and 29, rental rates in Lathrop are generally affordable to moderate income households of two or more persons and to above moderate income

2019 HOUSING ELEMENT BACKGROUND REPORT

households. While there are some units affordable to extremely low, very low, and low income households, there is a very limited number of the more affordable units. The median rental rates reported by 2013-2017 ACS (Table 29) are in the affordability range of low, moderate, and above moderate income households. The 2019 rental survey indicated that there are currently a limited number of smaller rental units (studio, 1 bedroom, and 2 bedroom units) in Lathrop that are affordable to very low and low income households, but that there are units affordable to low income households with 4 or more persons as well as to moderate and above moderate income households of all sizes. The majority of available rentals were larger units; there were no studio or 1 bedroom units listed for rent and only two 2-bedroom units. Moderate and above moderate income households can afford a broad range of available housing.

Similarly, homes for sale in Lathrop are affordable to moderate and above moderate income households, based on a comparison of Tables 27 and 31. There is a small number of units, all mobile homes, affordable to very low and low income households. Current home sales prices are not affordable to extremely low income households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 – LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.
SOURCE: DE NOVO PLANNING GROUP, 2019

Affordable Housing Inventory

There are no subsidized or otherwise rent-restricted affordable multifamily complexes in Lathrop.

Mobile Home Parks

Lathrop has four mobilehome parks with a total of 259 spaces, as listed below. None of the mobilehome parks are restricted to lower income households, however, mobilehomes typically present a lower cost housing option.

- Lathrop Sands, 15550 S. Harlan Road – 36 spaces
- Walnut Grove Mobile Home Park, 365 E. Louise Avenue – 54 spaces
- Camino Real Mobile Estates, 15820 S. Harland Road – 167 spaces
- Harlan Park, 11424 S. Harlan Road – 2 spaces

FUTURE HOUSING NEEDS

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code [GC], Section 65584) for regions to address housing issues and needs based on future growth projections for the area. The RHNP for San Joaquin County is developed by the San Joaquin Council of Governments (SJCOG), and allocates a “fair share” of regional housing needs to individual cities and unincorporated county. The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also that needs for the entire region are fairly distributed to all communities. A major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 20-4**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2019 AND
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2018, utilizing the prescribed forms and instructions provided by HCD; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 19th day of February, 2020 by the following vote:

AYES: Gatto, Ralmilay, Rhodes, Ishihara

NOES: None


ABSTAIN: None

ABSENT: Dresser



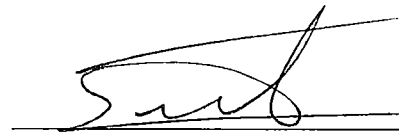
Bennie Gatto, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AMENDMENT NO. 6 TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC.**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 6 to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operating Services, Inc. and Associated Budget Amendment**

SUMMARY:

The Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan and Central Lathrop Specific Plan development areas. Veolia Water West Operating Services, Inc., (Veolia) provides Operations and Maintenance (O&M) services based on a 2003 O&M Agreement. The annual budget in the 2003 O&M Agreement for repair, maintenance and replacement costs is \$50,000. Due to the recent Capital Improvement Project (CIP) WW 14-14 LCTF 2 Expansion Project, the annual cost needs to be increased to \$100,000 for Fiscal Year 2019/2020 (FY 19/20) and \$100,000 for Fiscal Year 2020/2021 (FY 20/21) to adequately maintain the LCTF.

Staff is requesting City Council approve Amendment No. 6 to the O&M Agreement with Veolia and associated budget amendment to increase the repair, maintenance, and replacement budget from \$50,000 to \$100,000 for FY 19/20 and \$100,000 for FY 20/21 to reflect actual costs for the maintenance of the LCTF. The increase in cost for Amendment No. 6 will be paid from Fund 6080 using revenue generated by ratepayers and standby charges collected from developers that participated in the LCTF 2 Expansion Project CIP WW 14-14.

BACKGROUND:

The LCTF provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan and Central Lathrop Specific Plan development areas. Veolia provides operation and maintenance services for the LCTF under the O&M Agreement that was originally between the City and US Filter Operating Services in 2003. This agreement has been amended numerous times, and most recently in May 2018, Contract Amendment No. 5 was approved for a contract fee adjustment associated with the LCTF Phase 2 plant expansion.

MARCH 9, 2020 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENT NO. 6 TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC.

Contract Amendment No. 6 to the O&M Agreement with Veolia and an associated budget amendment are needed to increase the repair, maintenance and replacement budget from \$50,000 to \$100,000 for FY 19/20 and \$100,000 for FY 20/21 to reflect the actual costs for maintenance of the LCTF.

REASON FOR RECOMMENDATION:

Staff requests City Council to approve Amendment No. 6 for the Veolia Operations and Maintenance Agreement for the LCTF and an associated budget amendment in order to increase the annual repair, maintenance and replacement budget to fully capture the annual maintenance costs for the LCTF.

FISCAL IMPACT:

A budget amendment is required in FY 19/20 for an additional amount of \$50,000 and in FY 20/21 for an additional amount of \$50,000 in order to cover the additional cost for the repair, maintenance, and replacement budget, and will be paid from the Membrane Bio Reactor (MBR) Wastewater Fund 6080 using revenue generated by rate payers and standby charges collected from developers that participated in the LCTF 2 Expansion Project CIP WW 14-14.

Staff is requesting Council approve a budget amendment as follows:

Increase Appropriation in FY 19/20

6080-50-34-420-01-00 \$50,000

Increase Appropriation in FY 20/21


6080-50-34-420-01-00 \$50,000

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop Approving Amendment No. 6 to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operating Services, Inc., and Associated Budget Amendment
- B. Amendment No. 6 to the Agreement for Wastewater Plant Operation and Maintenance Services Between the City of Lathrop and Veolia Water West Operating Services, Inc.

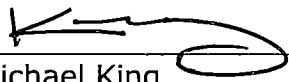
CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 6 TO THE WASTEWATER TREATMENT PLANT
OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST
OPERATING SERVICES, INC.

APPROVALS:



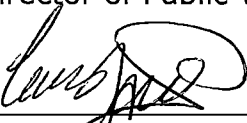
Greg Gibson
Senior Civil Engineer

2/28/2020
Date



Michael King
Director of Public Works

3-2-2020
Date



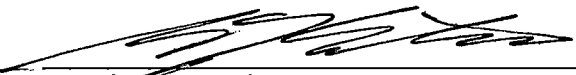
Cari James
Finance & Administrative Services Director

3/4/2020
Date



Salvador Navarrete
City Attorney

2-27-2020
Date



Stephen J. Salvatore
City Manager

3-4-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 6 TO THE WASTEWATER PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC. AND ASSOCIATED BUDGET AMENDMENT

WHEREAS, the Lathrop Consolidated Treatment Facility (LCTF) provides sewer treatment capacity for the Crossroads, Mossdale, River Islands, South Lathrop Specific Plan and Central Lathrop Specific Plan development areas; and

WHEREAS, Veolia Water West Operating Services (Veolia) provides operation and maintenance services for the LCTF under the Operations and Maintenance (O&M) Agreement that was originally entered by the City with US Filter Operating Services in 2003; and

WHEREAS, the O&M agreement has been amended numerous times, and most recently in May 2018, Contract Amendment No. 5 was approved for a contract fee adjustment associated with the LCTF Phase 2 plant expansion; and

WHEREAS, Contract Amendment No. 6 to the O&M Agreement with Veolia and the associated budget amendment are needed to increase the repair, maintenance, and replacement budget from \$50,000 to \$100,000 for Fiscal Year 2019/2020 (FY 19/20) and \$100,000 for Fiscal Year 2020/2021 (FY 20/21) to reflect the actual costs for maintenance of the LCTF; and

WHEREAS, the increase in cost due to Amendment No. 6 will be paid from Fund 6080 using revenue generated by rate payers and standby charges collected from developers that participated in the LCTF 2 Expansion Project CIP WW 14-14.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment No. 6 to the Veolia Operations and Maintenance Agreement to increase the repair, maintenance and replacement budget from \$50,000 to \$100,000 for FY 19/20 and \$100,000 for FY 20/21 to reflect actual costs for the maintenance of the Lathrop Consolidated Treatment Facility; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment increasing appropriations in the Membrane Bio Reactor (MBR) Wastewater Fund 6080 for the additional amount of \$50,000 for FY 19/20 and an additional amount of \$50,000 for FY 20/21 as follows:

Increase Appropriation in FY 19/20

6080-5034-420-01-00 \$50,000

Increase Appropriation in FY 20/21

6080-5034-420-01-00 \$50,000

The foregoing resolution was passed and adopted this 9th day of March, 2020, by the following vote of the City Council, to wit:

AYES:

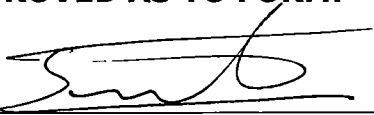
NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:

Teresa Vargas, City Clerk

AMENDMENT NO. 6**TO THE AGREEMENT FOR WASTEWATER PLANT OPERATION AND MAINTENANCE SERVICES BETWEEN THE CITY OF LATHROP AND VEOLIA WATER WEST OPERATING SERVICES, INC.**

This Amendment (hereinafter "AMENDMENT NO. 6") to the agreement between US Filter Operating Services, Inc. ("USFOS") and the City of Lathrop dated April 29, 2003, Amendment No. 1 dated January 20, 2009, Amendment No. 2 dated April 19, 2010, Amendment No. 3 dated July 1, 2014, Amendment No. 4 dated September 21, 2015, and Amendment No. 5 dated May 17, 2018 (hereinafter "AGREEMENT") made and entered into as of this ____ day of _____, is by and between Veolia Water West Operating Services ("VWWOS"), successor to USFOS, and the CITY OF LATHROP, a California municipal corporation ("CITY"). Unless otherwise defined herein, capitalized terms used in this AMENDMENT NO. 6 shall have the meaning set forth in the AGREEMENT.

RECITALS

WHEREAS, US Filter Operating Services, Inc. and CITY entered into the AGREEMENT; and

WHEREAS, USFOS assigned the AGREEMENT to Veolia Water North America Operating Services, a Delaware corporation (VWNA); and

WHEREAS, VWNA later assigned the AGREEMENT to Veolia Water North America Operating Services, LLC; and

WHEREAS, Veolia Water North America operating Services, LLC assigned to Veolia Water West Operating Services (VWWOS) its right, title and interest in and to the AGREEMENT; and

WHEREAS, in January 2009, Amendment No.1 to the AGREEMENT was approved to reduce fees for services and extend the term of the AGREEMENT by five years; and

WHEREAS, in April 2010, Amendment No. 2 was approved to provide cost reduction measures for the Crossroads facility which also extended the contract term by one year; and

WHEREAS, in April 2014, Amendment No. 3 was approved which reduced the fees and amended the scope of services for the maintenance of Pond E-1 (aka Pond S-5) and the undeveloped parcel north of the pond; and

WHEREAS, in September 2015, Amendment No. 4 was approved to reflect the consolidation of the two existing wastewater treatment facilities into a single Consolidated Treatment Facility (herein referred to as “CTF” or “FACILITY”); and

WHEREAS, in May 2018, Amendment No. 5 was approved due to a contract fee adjustment and changes in scope associated with Phase 2 expansion of the CTF.

WHEREAS, Amendment No. 6 is now needed to modify Section 4.8 regarding the Replacement Cap, Replacement Budget and Services Fee contained in the AGREEMENT as amended, to accurately reflect work to be performed by VWWOS for annual maintenance costs;

NOW, THEREFORE, VWWOS and CITY agree as follows:

AMENDMENT NO. 6 to AGREEMENT

(1.) The AGREEMENT is hereby amended at title of section 4.8 and at paragraphs 4.8(b)(1) and 4.8(b)(2) only as follows:

Section 4.8 ~~Replacement; Replacement Cap~~ Replacement Cap/Repair, Maintenance and Replacement Budget

- (b) (1). City shall maintain a funded Repair, Maintenance and Replacement budget of ~~\$50,000~~ \$100,000 per fiscal year to be made available to USFOS under the terms of this paragraph for repair, maintenance and replacement expenses which exceed the Replacement Cap. USFOS may invoice the City for up to \$25,000 for any individual repair, maintenance or replacement item. USFOS shall notify City in writing when USFOS has invoiced or expects to invoice the City a total of \$40,000 or more in any fiscal year.
- (2). If USFOS proposes a single repair, maintenance and replacement item costing more than \$25,000 or there are insufficient funds remaining in the annual ~~\$50,000~~ \$100,000 budget to cover the repair, maintenance or replacement item, USFOS shall notify the City in writing as soon as possible and, where reasonably possible, sufficiently in advance of the need for any repair, maintenance or replacement that the City may evaluate and determine whether to provide additional funding for repair, maintenance or replacement in that fiscal year.

(2.) Applicability to Original AGREEMENT

Except as expressly and specifically amended by this AMENDMENT NO. 6, the language, terms, and conditions of the AGREEMENT and AMENDMENTS 1-5 remain unchanged and in full force and effect and are incorporated by reference between the provisions of the AGREEMENT and this AMENDMENT NO. 6, the provisions of this AMENDMENT NO. 6 shall govern and control. The AGREEMENT, including Amendments 1-6, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This instrument may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument.

(3.) Signatures

The individuals executing this AMENDMENT NO. 6 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 6 on behalf of the respective legal entities of the VWWOS and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop
City Attorney

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Accepted By:

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

Stephen J. Salvatore

Date

CONSULTANT:

Veolia Water West Operating Services, Inc.
18800 Christopher Way
Lathrop, CA 95330

Fed ID # _____

Lathrop Bus License # _____

Signature

Date

(Print Name and Title)

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**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR WELL 21 IMPROVEMENTS CIP PW 08-09

RECOMMENDATION: Adopt Resolution Approving a Professional Services Agreement with Carollo Engineers, Inc. for Phase 1 Engineering Design Services for Well 21 Improvements CIP PW 08-09

SUMMARY:

The City's Well 21 facility was constructed in 2003 in order to serve development in the Mossdale and River Islands areas, but it has yet to function as a regular and reliable water source for the City due to numerous water quality and well construction issues. Relocation of Well 21 and improvements to the groundwater treatment facility are needed to address the water quality and well construction issues to meet drinking water standards and bring it into production. Professional engineering services are needed to support Well 21 Improvements Capital Improvement Project (CIP) PW 08-09. Staff requested and received proposals from qualified engineering consultants. After reviewing, evaluating, scoring, and ranking the proposals, Carollo Engineers, Inc. (Carollo) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council approve a Professional Services Agreement with Carollo in the amount of \$805,684 for Phase 1 engineering design services through bidding assistance. An amendment for Phase 2 (engineering services during construction) will be prepared following completion of the Phase 1 tasks.

Funds approved in the FY 2019/21 budget for Well 21 Improvements CIP PW 08-09 are sufficient to authorize the agreement.

BACKGROUND:

The City's Well 21 facility was constructed in 2003 in an area located south of Yosemite Avenue and west of McKinley Avenue in order to serve development in the Mossdale and River Islands areas. However, Well 21 has yet to function as a regular and reliable water source for the City due to numerous water quality and well construction issues. Relocation of Well 21 and improvements to the groundwater treatment facility are needed to address the water quality and well construction issues to meet drinking water standards and bring it into production. The well is anticipated to be relocated to a site at the Well 21 facility itself, or at a nearby parcel of land that was purchased by the City for a future well site. In addition, a future one-million-gallon storage tank and booster pump station is proposed to be located at the Well 21 site.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO FOR WELL
21 IMPROVEMENTS CIP PW 08-09

Staff requested and received proposals from qualified engineering consultants for professional engineering services needed for the Well 21 Relocation, Groundwater Treatment Facility, 1 MG Storage Tank, and Booster Pump Station Improvements (Well 21 Improvements). After reviewing, evaluating, scoring, and ranking the proposals, Carollo was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff has negotiated a scope and fee proposal with Carollo for Phase 1 engineering design services through bidding assistance for a cost of \$805,684. An amendment for Phase 2 (engineering services during construction) will be prepared following completion of the Phase 1 tasks.

REASON FOR RECOMMENDATION:

The Well 21 Improvements project is needed to address water quality issues to bring the well back into production. Carollo was selected as the best qualified firm to provide professional engineering services to support the project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

FISCAL IMPACT:

Staff requests that City Council approve a Professional Services Agreement with Carollo in the amount of \$805,684 for Phase 1 engineering design services through bidding assistance. Funds approved in the FY 2019/21 budget for CIP PW 08-09 Well 21 Improvements are sufficient to authorize the agreement.

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Carollo Engineers, Inc. for Phase 1 Engineering Design Services for Well 21 Improvements CIP PW 08-09
- B. Professional Services Agreement with Carollo Engineers, Inc. for Phase 1 Engineering Design Services for CIP PW 08-09 Well 21 Improvements

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO FOR WELL
21 IMPROVEMENTS CIP PW 08-09

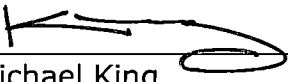
APPROVALS



Greg Gibson
Senior Civil Engineer

2/24/2020

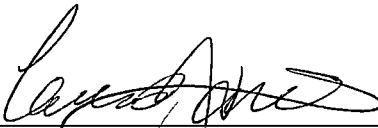
Date



Michael King
Director of Public Works

2/24/2020

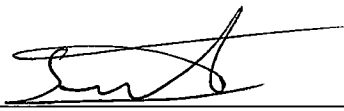
Date



Cari James
Finance & Administrative
Services Director

2/25/2020

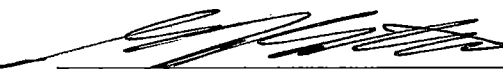
Date



Salvador Navarrete
City Attorney

2-24-2020

Date



Stephen J. Salvatore
City Manager

3-4-2020

Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PHASE 1 ENGINEERING DESIGN SERVICES FOR WELL 21 IMPROVEMENTS CIP PW 08-09

WHEREAS, City's Well 21 facility was constructed in 2003 in an area located south of Yosemite Avenue and west of McKinley Avenue in order to serve development in the Mossdale and River Islands areas; and

WHEREAS, Well 21 has yet to function as a regular and reliable water source for the City due to numerous water quality and well construction issues; and

WHEREAS, Well 21 Improvements Capital Improvements Project (CIP) PW 08-09 is needed to address water quality issues to bring the well back into production; and

WHEREAS, staff requested and received proposals from qualified engineering consultants for professional engineering services needed for the Well 21 Relocation, Groundwater Treatment Facility, 1 MG Storage Tank, and Booster Pump Station Improvements (Well 21 Improvements); and

WHEREAS, after reviewing, evaluating, scoring, and ranking the proposals, Carollo Engineers, Inc., (Carollo) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

WHEREAS, staff has negotiated a scope and fee proposal with Carollo for Phase 1 engineering design services through bidding assistance for a cost of \$805,684; and

WHEREAS, staff requests that City Council approve a Professional Services Agreement with Carollo in the amount of \$805,684 for the Phase 1 engineering design services for Well 21 Improvements CIP PW 08-09; and

WHEREAS, funds approved in the FY 2019/21 budget for Well 21 Improvements CIP PW 08-09 are sufficient to authorize the agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve an agreement with Carollo for professional engineering consulting services in the amount of \$805,684 for the Phase 1 services associated with Well 21 Improvements CIP PW 08-09.

The foregoing resolution was passed and adopted this 9th day of March, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

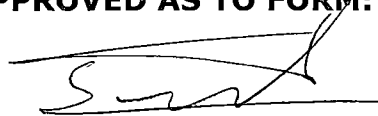
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH CAROLLO ENGINEERS, INC.

TO PROVIDE PHASE 1 ENGINEERING DESIGN SERVICES FOR WELL 21 RELOCATION, GROUNDWATER TREATMENT FACILITY, 1 MG STORAGE TANK, AND BOOSTER PUMP STATION IMPROVEMENTS (WELL 21 IMPROVEMENTS) – CIP PW 08-09

THIS AGREEMENT, dated for convenience this **9th day of March, 2020**, is by and between **Carollo Engineers, Inc.**, (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Engineering Design 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 Design Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Engineering Design Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the standards of its profession by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California, and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$805,684**, for the Engineering Design Services set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **March 9, 2020**, and it shall terminate no later than **June 30, 2022**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Christopher T. Cleveland, P.E., Principal-in-Charge**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
 - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced or limited, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
 - (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

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

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits for economic, incidental, liquidated, or consequential damages to CITY or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's sub-consultants, that impact project completion and/or success.

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR
WELL 21 IMPROVEMENTS – CIP PW 08-09

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

Main: (209) 941-7430
Fax: (209) 941-7449

To Consultant: Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Phone: (916) 565-4888
Fax: (916) 565-4880

(17) CITY-Provided Information and Services

CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon such information and services provided by CITY and others in performing CONSULTANT's services under this Agreement.

(18) Estimates and Projections

CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the schedule of others, over the incoming water quality and/or quantity, or over the way CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgement. CONSULTANT cannot and does not guarantee that actual schedules, costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify CITY and/or any third party in the future, except to the extent such inconsistencies are caused by CONSULTANT's negligent performance hereunder.

(19) Access

CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

(20) Miscellaneous

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours. Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (r) The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

(21) Notice to Proceed

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

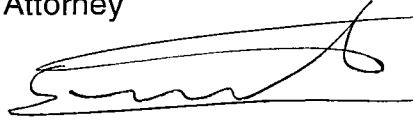
(22) Signatures

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CAROLLO FOR WELL 21 IMPROVEMENTS – CIP PW 08-09

Approved as to Form:

City of Lathrop
City Attorney



2-24-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
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:

Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

Fed ID # _____
Business License # 

Signature

Date

Print Name and Title

**EXHIBIT A
SCOPE OF SERVICES**

**CITY OF LATHROP
(CITY)**

AND

**CAROLLO ENGINEERS, INC.
(CONSULTANT)**

**WELL 21 RELOCATION PROJECT
(PROJECT)**

PURPOSE OF PROJECT

This Scope of Services is to define CONSULTANT's scope, schedule, and budget for furnishing design services for the **Well 21 Relocation Project**. The project scope generally includes design of a new production well (Well 21), groundwater treatment facility, one million gallon (MG) potable water storage tank, booster pump station, and ancillary facilities.

This scope of services comprises Phase 1 of the project (design services through bidding assistance). An amendment for Phase 2 (engineering services during construction [ESDC]) will be prepared following completion of Phase 1 tasks.

CONSULTANT'S SERVICES

CONSULTANT will perform the following services under Phase 1:

- Task 1: Project Coordination and Administration
- Task 2: Data Collection and Preliminary Design
- Task 3: Drinking Water Source Assessment and Protection (DWSAP) Report
- Task 4: Detailed Design
- Task 5: Permitting and Funding Assistance
- Task 6: Bidding Assistance

TASK 1 – PROJECT COORDINATION AND ADMINISTRATION

This task provides for the following:

Task 1.1 Project Monitoring and Administration

Maintain project coordination between CITY and CONSULTANT team members, including SUBCONSULTANTS. This task includes development of the QA/QC plan and Project Guide, preparation of monthly status reports, internal team meetings, regular correspondence with team members, and review of work progress for quality and completion. Monthly status reports will include the following:

- Description of work completed in reporting period
- Percentage complete to date by task and subtask
- Schedule and budget status
- Deliverable status
- Key decisions and action items
- Potential project issues

Task 1.2 Kickoff and Project Progress Meetings

Monitor project schedule and budget on a continuous basis and prepare monthly invoices and progress reports for submittal to CITY.

This task includes one project kickoff meeting and three project progress meetings to convene with CITY staff and discuss review comments and key decision items. The kickoff meeting will be held shortly after Notice to Proceed. Project progress meetings are scheduled to occur after City review of the draft Preliminary Design Report, 60% design, and 90% design deliverable milestones.

Task 1 Deliverables

- QA/QC Plan and Project Guide
- Monthly invoices, project status reports, and schedule updates
- Meeting agendas and minutes
- Decision item, action item, and comment log updates

TASK 2 – DATA COLLECTION AND PRLIMINARY DESIGN

This task provides for the following:

Task 2.1 Data Collection and Review

Available project data will be collected and reviewed by CONSULTANT. This includes well construction details, hydrogeologic data, groundwater quality information, water distribution system data, San Joaquin County Environmental Health Department data, well drillers completion reports, and findings of previous work completed by SUBCONSULTANT. Available data will be used to inform the other work items under this task. This task also provides for delivery of a full topographic and boundary survey of both well sites.

Task 2.2 Geotechnical Investigation

SUBCONSULTANT will perform up to five soil borings as required to provide geotechnical recommendations for design of the new 1-MG storage tank. SUBCONSULTANT's findings will be presented in a Geotechnical Report and supplemented with existing geotechnical data that SUBCONSULTANT has previously obtained in the immediate vicinity of the Well 21 site.

The Geotechnical Report will include an assessment of geologic and seismic hazards, site seismicity, analysis of total and differential settlement due to liquefaction and consolidation, site grading recommendations, and foundation design recommendations. Engineering characteristics of the additional soil samples will be evaluated by laboratory testing, including dry density, moisture content, gradation, unconfined compression, plasticity index, and consolidation testing as appropriate.

Task 2.3 Comprehensive Site Investigation – Test Well

SUBCONSULTANT will subcontract directly with a licensed C-57 well driller to drill a test hole and construct a monitoring well at the selected site. SUBCONSULTANT will coordinate, oversee, and document all on-site activities. All work will be conducted under the supervision of a California Professional Geologist. SUBCONSULTANT will develop a project specific health and safety plan that will address general safety procedures and potential hazards associated the drilling, construction, and testing of the test hole/monitoring well.

SUBCONSULTANT will collect and describe lithologic samples at a minimum of every 10 feet of test hole drilled. The test hole will be converted into a monitoring well with multiple piezometers completed in zones likely to be targeted for production based on analysis of drill cuttings and geophysical surveys. Each piezometer will be used to measure zone-specific water levels and to collect zone-specific water samples. For scoping purposes, it is assumed that a 12.25-inch-diameter test hole will be drilled to a depth of approximately 300 feet and a monitoring well with three piezometers will be constructed within the reamed test hole.

The final monitoring well design will be prepared by SUBCONSULTANT based on site conditions, consultation with CITY representatives and staff, and compliance with San Joaquin County and California Department of Water Resources regulations. Drilling and construction activities will be conducted Monday through Friday during daylight hours only. The equipment used to drill the test hole and construct the monitoring well will include a direct rotary drill rig, shaker (drill fluid and cutting separator) and support vehicles. All fluids and cuttings generated during the drilling process will be fully contained by the well drilling subcontractor and removed at the conclusion of drilling and construction operations.

After the well is constructed and developed by the contractor, SUBCONSULTANT will collect water samples from each monitoring well for analysis. SUBCONSULTANT will submit water samples to a state-certified laboratory for analysis of general physical, general mineral, inorganics, metals, uranium, volatile organic compounds, and semi-volatile organic compounds.

SUBCONSULTANT will prepare and deliver to the CITY an Investigation Summary and Preliminary Well Design Report summarizing the findings of the site assessment and site characterization work. The report will include a summary of all field activities associated with test hole drilling, monitoring well construction and development, and water quality testing; lithologic log based on interpretation of collected lithologic samples and geophysical logs; geophysical logs; grain size distribution charts of selected formation samples; monitoring well as-built diagram; daily inspection sheets; summary of water quality results and analytical reports; copies of all project permits; and the well completion report.

The report will also include a drafted preliminary well design profile and conceptual site layout with specifications for principal elements to achieve a hydraulically-efficient and sand-free well. Elements of the well design and yield estimation will be discussed in the report. An engineer's estimate for construction and testing of the well will be included in the report.

The project team will meet with the City to discuss the results and findings of the test hole/monitoring well investigation and new well design recommendations. SUBCONSULTANT will incorporate the City's design comments into the final well design.

Task 2.4 Comprehensive Site Investigation – Groundwater Modeling

SUBCONSULTANT will use an existing groundwater model (e.g., Source Group) to assess potential pumping impacts from the new well site on the current groundwater flow regime, associated pumping effects on currently delineated contaminant plumes, and potential effects on other wells in the area. SUBCONSULTANT will work directly with the CITY (or a designated representative) to develop a proposed model approach and project scenario analysis. These will be used to estimate the impact of pumping from the potential new well site.

The methodologies, analyses, and results of the preceding tasks will be compiled into a Project Reconnaissance Assessment Report. Supporting documentation will be included as report

appendices. The reconnaissance assessment report will be designed to support decisions by involved parties regarding whether a project feasibility analysis is warranted.

Task 2.5 Well Siting Report

SUBCONSULTANT will evaluate the existing Well 21 site and proposed alternate well site for constructability, operation, and maintenance of the new well. An initial hydrogeologic investigation will be prepared from the background data obtained in Task 2.1. Key items to be assessed include site size, ingress/egress routes, minimum setback distances per California Division of Drinking Water (DDW) regulations, seasonal ground conditions, distance to distribution system turnouts, water supply availability for well drilling operations, fluids disposal options, cuttings storage and disposal, sound attenuation requirements (proximity to residences and businesses), operator safety and security, and real or potential surface contamination. Our present understanding of the key project elements and constraints suggests that locating the new Well 21 on the existing site is feasible.

SUBCONSULTANT will also evaluate which permits and notifications will be required for the site exploratory work and well construction and testing. A destruction plan to abandon the existing Well 21 will be developed under this task and incorporated into the Well Drilling, Development, and Testing design package (see Task 4).

The project team will prepare a Well Siting Report summarizing the evaluation and discussing the potential well yield and water quality concerns based on the initial hydrogeologic investigation. The report will also discuss findings regarding constructability of a fully permitted municipal water supply well at the preferred location. The project team will meet with CITY staff to discuss the report and review findings and recommendations. A conceptual site plan, including the new storage tank, pump station, and related infrastructure will also be developed for this meeting.

Task 2.6 Preliminary Treatment Memorandum

CONSULTANT will prepare a Preliminary Treatment Memorandum (PTM) based on the findings of the Well Siting Report (Task 2.5) and the comprehensive site investigations (Tasks 2.3 and 2.4). The PTM will provide recommendations for wellhead treatment based on the anticipated flows and contaminant loads from the conceptual hydrogeologic model or site-specific test well results as appropriate. For scoping purposes, CONSULTANT assumes that the treatment system will be designed for removal and treatment of arsenic, nitrate, manganese, radionuclides, and PFAS. If the findings of Task 2.5 indicate that treatment of one or more of the anticipated contaminants is not required due to zone screening or well depth, CONSULTANT will discuss options at a Treatment Workshop with CITY staff to determine the most cost-effective project solution.

Task 2.7 Preliminary Design Report

The PDR will serve as the foundation for final construction documents. The PDR will include findings and recommendations from the Well Siting Report and PTM. Storage tank and booster pump station design recommendations will be based on distribution system data determined from the hydraulic model furnished by the CITY. A draft PDR will be submitted for CITY review and then refined and resubmitted in final version following the PDR review meeting. All key decisions, action items, and responses to City comments will be tracked and submitted with the final PDR.

Task 2 Assumptions

- CITY will furnish all available reports and studies, including hydrogeologic data, groundwater quality information, water distribution system data, hydraulic model, and well reports.
- Distribution system data will be determined from previously developed hydraulic model scenarios only. Modeling of new improvement scenarios are excluded from this scope of work.
- All project improvements will occur within the existing Well 21 site or the planned Well 22 site. Design of off-site improvements or pipelines and treatment of other wells is excluded from this project.
- CITY will provide booster pump station design criteria (e.g., minimum distribution system pressure at booster pump discharge connection)
- All deliverables will be provided in electronic format (PDF).

Task 2 Deliverables

- Draft and final Geotechnical Report
- Investigation Summary and Preliminary Well Design Report (Test Well)
- Project Reconnaissance Assessment Report (Groundwater Modeling)
- Preliminary Treatment Memorandum
- Draft and final Preliminary Design Report

TASK 3 – DWSAP REPORT

This task provides for the following:

Task 3.1 Preliminary DWSAP Report

SUBCONSULTANT will investigate potential sources of groundwater contamination at and in the vicinity of the proposed well site. SUBCONSULTANT will evaluate available information on possible sources of contamination and use this information and other references to address source water protection as required by the DWSAP program. A preliminary DWSAP Report will be submitted to the regulating agency for initial review and comment following completion of the Well Siting Report.

Task 3.2 Final DWSAP Report

Following receipt of comments on the preliminary DWSAP Report, a final DWSAP Report will be submitted to the regulating agency. Submittal of the final DWSAP Report is anticipated to be concurrent with submittal of the final PDR.

Task 3 Deliverables

- Preliminary and final DWSAP Report

TASK 4 – DETAILED DESIGN

This task provides for the following:

Task 4.1 60% Plans, Specifications, and Estimate

CONSULTANT will develop 60% plans, specifications, and construction cost estimates for the Well 21 Relocation Project. The project is assumed to consist of the following basic elements:

- New production well (Well 21).
- Groundwater treatment facility.
- One million gallon (MG) potable water storage tank.

- Booster pump station.
- Abandonment of the existing Well 21 production facility.
- Ancillary site, civil, piping, and electrical improvements within the existing Well 21 site.

Two separate design packages are assumed under this task:

- Package 1: Well 21 Drilling, Development, and Testing.
- Package 2: Well Equipping, Treatment System, Tank, and Pump Station.

This scope of work assumes that Package 1 will be completed first and advertised for bid such that the well drilling, development, and testing operations will be completed prior to completion of Package 2 design.

For Package 1, SUBCONSULTANT will prepare project specifications with detailed construction requirements that must be followed by the well drilling contractor during every phase of the project, including minimum acceptable methods for drilling fluid control, conditioning of the borehole for casing and gravel envelope installation, well development and testing, and performance standards. Other site-specific items will include requirements for containment and disposal of drill cuttings and handling of discharge water during development and test pumping in accordance with applicable local, state, and federal regulations.

For Package 2, CONSULTANT will design water treatment facility improvements for removal and treatment of arsenic, nitrate, manganese, radionuclides, and PFAS based on the findings and recommendations of Task 2.

All cost estimates will be prepared in accordance with AACE International guidelines. Following CITY review of the 60% design submittal, CONSULTANT will meet with CITY to solicit feedback, review comments, and discuss next steps.

Task 4.2 90% Plans, Specifications, and Estimate

Following receipt of all CITY comments on the 60% design submittal, CONSULTANT will develop the 90% design submittal. All comments, decisions, and action items will be logged for record. CONSULTANT will provide a comments response log with the 90% design submittal for City review. Following CITY review of the 90% design submittal, CONSULTANT will meet with CITY to solicit feedback, review comments, and discuss next steps.

Task 4.3 Bid Documents

Following receipt of all CITY comments on the 90% design submittal, CONSULTANT will develop the Bid Documents submittal. All comments, decisions, and action items will be logged for record. CONSULTANT will provide a comments response log with the Bid Documents submittal for City review.

Task 4 Deliverables

- 60% design submittal (Packages 1 and 2)
- 90% design submittal (Packages 1 and 2)
- Bid set submittal (Packages 1 and 2)

Task 4 Assumptions

- All deliverables will be provided in electronic format (PDF).
- CITY comments will be compiled into a single document for CONSULTANT review.

- CITY front-end documents will be provided for CONSULTANT review and use.
- Well drilling, development, and testing will be submitted as a separate design package.
- Soils are assumed to be adequate for traditionally founded structures; deep foundations will not be required.
- Treatment facility design assumes that a sewer system is or will be available to receive discharge; treatment systems evaluated will be package systems typical for the contaminants of concern on this project.
- CITY will provide distribution system hydraulic design criteria for pump station improvements.
- Existing on-site detention basin is sufficient for storage tank overflow and drainage.
- Design of new standby power generator is excluded from this task.
- New electrical improvements will be installed within the existing building. Booster pumping facilities will be installed outdoors. Design of a new building is excluded from this task.

TASK 5 – PERMITTING AND FUNDING ASSISTANCE

This task provides for the following:

Task 5.1 Permitting Services

This task includes agency coordination and completion of necessary permits to return Well 21 to active service. Coordination with the SWRCB, DDW, and San Joaquin County Environmental Health Department related to permitting for drilling, construction, and testing of the new well is anticipated. The contractor selected to drill the production well will be responsible for procurement and administration of the drilling permit. SUBCONSULTANT will submit plans and applications and administer other permits as needed. This task assumes the City will be responsible for payment of all filing fees.

Task 5.2 Prepare Initial Study/Mitigated Negative Declaration

SUBCONSULTANT will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for CEQA compliance. For scoping purposes, the IS/MND effort is assumed to include: 1) attendance at one IS/MND initiation meeting; 2) draft Project Description submittal to City for review and comment; 3) draft IS/MND submittal to City for review and comment; 4) "screen check" IS/MND submittal, including Mitigation Monitoring and Reporting Plan, circulated for public review; 5) preparation of materials and attendance at one public meeting; 6) preparation of a Response to Comments memo as an appendix to the IS/MND; and 7) submittal of the CEQA Notice of Completion for the County Clerk and State Clearinghouse at the Office of Planning and Research.

This task assumes that, upon adoption of the MND, the CITY will file a Notice of Determination with the State Clearinghouse. This task assumes that the Notice of Determination will be filed concurrently with circulation of the IS/MND for public review. This task assumes the CITY will be responsible for payment of all filing fees.

Task 5.3 Funding Assistance

CONSULTANT will work with the CITY to identify project funding options for the Project. This effort will include Funding Assistance Workshop to discuss current funding options available, funding program requirements, application processes and timelines, and CITY experiences. For scoping purposes, this task assumes fifty (50) staff hours for funding assistance review and coordination.

Task 5 Deliverables

- Draft and final IS/MND.

Task 5 Assumptions

- Eighty (80) staff hours, including two meetings with agency leads in the Sacramento or Lathrop areas, are assumed for Task 5.1.
- Fifty (50) staff hours, including one meeting with City staff, are assumed for Task 5.3.

TASK 6 – BIDDING ASSISTANCE

This task provides for the following:

Task 6.1 Attend Pre-Bid Conference

CONSULTANT's Project Manager or Project Engineer will attend the pre-bid conference as scheduled by the CITY and note any questions for later response by addendum.

Task 6.2 Prepare Addenda

CONSULTANT will prepare addenda in response to questions received by the CITY in writing. CONSULTANT will submit the addenda to the CITY directly for distribution to prospective bidders.

Task 6.3 Bid Tab Analysis

CONSULTANT will review the submitted contractor bids and prepare a bid tab evaluation for the CITY.

Task 6 Assumptions

- Up to two addenda are assumed under this task.
- CITY will receive written questions from prospective bidders and provide to Carollo for response.
- CITY will distribute addenda to prospective bidders.

TIME OF PERFORMANCE

CONSULTANT will perform the scope of services over an assumed 18-month Phase 1 duration. A preliminary milestone schedule is provided in EXHIBIT B.

PAYMENT

Payment to the CONSULTANT for services performed under this Agreement shall be based on the attached fee proposal (EXHIBIT C) on a time and materials basis. The not-to-exceed cost limit to the CONSULTANT's services shall be \$805,684.

EXHIBIT B
CITY OF LATHROP
WELL 21 RELOCATION, TREATMENT, TANK, AND PUMP STATION PROJECT
MILESTONE SCHEDULE

Task	Description	Start Date	End (Milestone)⁽¹⁾
TASK 1 - PROJECT COORDINATION AND ADMINISTRATION			
	Notice to Proceed	-	3/23/20
	Kickoff Meeting	-	3/30/20
TASK 2 - DATA COLLECTION AND PRELIMINARY DESIGN			
	Data Collection and Review	3/30/20	4/24/20
	Comprehensive Site Investigation - Test Well	5/11/20	6/19/20
	Comprehensive Site Investigation - GW Model	6/22/20	7/17/20
	Geotechnical Investigation	4/6/20	5/29/20
	Prepare Preliminary Treatment Memorandum (PTM)	7/6/20	7/31/20
	Complete Well Siting Report	7/20/20	8/14/20
	Prepare Draft PDR	8/17/20	9/11/20
	Prepare Final PDR	10/5/20	10/30/20
TASK 3 - DWSAP REPORT			
	Preliminary DWSAP Report	6/22/20	7/17/20
	Final DWSAP Report	11/2/20	11/20/20
TASK 4 - DETAILED DESIGN			
	Prepare 60% Plans, Specs, and Estimate	11/2/20	1/22/21
	Prepare 90% Plans, Specs, and Estimate	2/15/21	4/9/21
	Prepare Bid Set Plans, Specs, and Estimate	5/3/21	5/28/21
TASK 5 - PERMITTING AND FUNDING ASSISTANCE			
	Permitting Services	11/2/20	4/16/21
	Prepare IS/MND	11/2/20	2/19/21
	Funding Assistance	9/14/20	11/6/20
TASK 6 - BIDDING ASSISTANCE⁽²⁾			
	Advertise Production Well for Bid	-	10/5/20
	Bid Date for Production Well Project	-	10/30/20
	Advertise Tank/Treatment/PS Project for Bid	-	6/21/21
	Bid Date for Tank/Treatment/PS Project	-	7/16/21
	Bid Tab Analysis for Tank/Treatment/PS Project	7/19/21	7/29/21

Notes:

¹ Schedule assumes City review of deliverables will be completed within 2 weeks of submittal; a review meeting will be held during the 3rd week after each submittal.

² 4-week bid period assumed for both the Production Well and Tank/Treatment/PS Projects; dependent on City procurement schedule.



EXHIBIT C
CITY OF LATHROP
WELL 21 RELOCATION, GROUNDWATER TREATMENT FACILITY, 1-MG STORAGE TANK, AND PUMP STATION
FEE PROPOSAL



2/19/2020

Task Description	Carollo Engineers, Inc.												Lundorff and Scalmani, Consulting Engineers												Total Hours	Labor Cost	PECE ¹ Expenses	Principal Prof.	Superv. Prof.	Project Prof.	Staff Prof.	Eng. ASH/ Tech.	CAD Staff	Clerical	Test Well Drilling	LSCE Labor Cost	Expenses	LSCE Subtotal	CEQA Services	Geotech. Services ²	Electrical & Instlt.	Site Survey	PROJECT TOTAL					
	PIC	Advisor	QA/QA	PM	PE	Stu. Lead	Str. PE	Staff Eng.	St. CAD Tech	CAD Tech	Doc. Process.																																					
	Cleveland	Gilgoly	Casares	Peterson	Duckett/Chavira	Doering	Down	Robertson					\$13	\$210	\$290	\$176	\$168	\$120	\$130	\$75																												
1 Project Coordination and Administration																																																
1.1 Project Monitoring and Administration	2	-	-	24	-	-	-	-	-	-	-	26	\$ 6,118	\$ 338	\$ -	4	-	-	-	-	-	4	\$ 840	\$ -	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ 7,378																		
1.2 Kickoff and Project Progress Meetings	2	12	2	16	12	-	-	-	-	-	44	\$ 11,090	\$ 572	\$ 500	20	-	-	-	-	-	20	\$ 4,200	\$ -	\$ 500	\$ 4,700	\$ -	\$ -	\$ -	\$ 17,340																			
TASK 1 TOTAL	4	12	2	40	12						70	\$ 17,214	\$ 910	\$ 500	24						24	\$ 8,040	\$ -	\$ 500	\$ 8,540	\$ -	\$ -	\$ -	\$ 24,710																			
2 Data Collection and Preliminary Design																																																
2.1 Data Collection and Review	-	-	-	2	8	-	-	8	-	-	18	\$ 3,804	\$ 254	\$ -	8	8	24	-	-	-	40	\$ 7,480	\$ -	\$ 200	\$ 7,680	\$ -	\$ -	\$ 5,000	\$ 17,886																			
2.2 Geotechnical Investigation	-	-	-	4	8	-	-	8	-	-	12	\$ 2,424	\$ 156	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 38,000	\$ -	\$ -	\$ 42,180																			
2.3 Compr. Site Investigation - Test Well	-	8	-	4	8	-	-	-	-	-	20	\$ 5,104	\$ 280	\$ 100	4	16	120	40	-	-	180	\$ 31,760	\$ 74,500	\$ 6,000	\$ 112,260	\$ -	\$ -	\$ -	\$ 128,950																			
2.4 Compr. Site Investigation - GW Model	-	8	-	2	4	-	-	-	-	-	14	\$ 3,724	\$ 182	\$ -	-	12	-	-	-	-	44	\$ 7,778	\$ -	\$ 200	\$ 7,978	\$ -	\$ -	\$ -	\$ 12,680																			
2.5 Well Siting Report	-	-	-	2	8	-	-	-	-	-	10	\$ 2,300	\$ 130	\$ -	12	38	24	40	-	-	112	\$ 20,640	\$ -	\$ 400	\$ 21,040	\$ -	\$ -	\$ -	\$ 25,574																			
2.6 Preliminary Treatment Memorandum	-	20	8	8	60	-	-	32	-	-	8	\$ 193	\$ 1,768	\$ 100	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,568																			
2.7 Preliminary Design Report	-	8	6	10	24	2	6	32	-	-	12	\$ 100	\$ 1,300	\$ 200	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,590	\$ -	\$ 25,893																			
TASK 2 TOTAL	44	14	20	116	2	6	80	-	-	20	310	\$ 69,300	\$ 4,630	\$ 400	24	72	160	112	-	-	276	\$ 67,658	\$ 74,500	\$ 6,800	\$ 148,958	\$ -	\$ 38,000	\$ 2,590	\$ 5,000	\$ 285,531																		
3 DWSAP Report																																																
3.1 Preliminary DWSAP Report	-	-	-	4	4	-	-	-	-	-	2	\$ 10	\$ 2,090	\$ 130	\$ -	2	2	24	-	-	28	\$ 5,020	\$ -	\$ 200	\$ 5,220	\$ -	\$ -	\$ -	\$ 7,962																			
3.2 Final DWSAP Report	-	-	-	2	2	-	-	-	-	-	2	\$ 4	\$ 710	\$ 52	\$ -	1	1	16	-	-	18	\$ 3,210	\$ -	\$ 200	\$ 3,410	\$ -	\$ -	\$ -	\$ 4,513																			
TASK 3 TOTAL	-	-	-	4	6					4	4	\$ 14	\$ 2,800	\$ 182	\$ -	3	3	40			46	\$ 8,230	\$ -	\$ 400	\$ 8,630	\$ -	\$ -	\$ -	\$ 12,475																			
4 Detailed Design																																																
4.1 60% Plans, Specs, and Estimate	-	40	12	40	140	28	80	72	56	216	28	712	\$ 141,236	\$ 8,258	\$ -	2	2	12	-	12	28	\$ 4,260	\$ -	\$ 200	\$ 4,460	\$ -	\$ -	\$ 17,520	\$ 174,760																			
4.2 90% Plans, Specs, and Estimate	-	32	12	20	100	16	48	56	36	140	20	482	\$ 96,242	\$ 8,258	\$ -	1	2	8	-	8	19	\$ 2,970	\$ -	\$ 150	\$ 3,120	\$ -	\$ -	\$ 10,512	\$ 117,503																			
4.3 Bid Documentation	-	24	6	12	32	6	24	32	20	76	12	244	\$ 48,216	\$ 3,172	\$ 400	2	8	24	-	-	34	\$ 6,220	\$ -	\$ 100	\$ 6,320	\$ -	\$ -	\$ 7,008	\$ 66,449																			
TASK 4 TOTAL	-	96	30	72	272	62	162	160	112	432	60	1,430	\$ 285,694	\$ 16,684	\$ 400	5	12	44	-	20	61	\$ 13,650	\$ -	\$ 450	\$ 14,000	\$ -	\$ -	\$ 35,040	\$ 388,732																			
5 Permitting and Funding Assistance																																																
5.1 Permitting Services	-	8	-	8	12	-	-	32	-	-	1	\$ 61	\$ 13,005	\$ 793	\$ 200	1	2	16	-	-	19	\$ 3,410	\$ -	\$ -	\$ 3,410	\$ -	\$ -	\$ -	\$ 17,620																			
5.2 Prepare Initial Study/MND	-	-	-	2	16	-	-	8	-	-	26	\$ 5,644	\$ 338	\$ -	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 62,000	\$ -	\$ -	\$ -	\$ 74,162																			
5.3 Funding Assistance	-	-	-	2	40	-	-	-	-	-	8	\$ 50	\$ 10,560	\$ 650	\$ -	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,310																			
TASK 5 TOTAL	-	8	-	14	68			40			9	\$ 137	\$ 26,309	\$ 1,791	\$ 200	1	2	16			19	\$ 3,410	\$ -	\$ -	\$ 3,410	\$ 62,000	\$ -	\$ -	\$ 105,821																			
6 Bidding Assistance																																																
6.1 Attend Pre-Bid Conference	-	-	-	4	-	-	-	-	-	-	4	\$ 620	\$ 52	\$ 100	-	6	-	-	-	-	6	\$ 1,200	\$ -	\$ 100	\$ 1,300	\$ -	\$ -	\$ -	\$ 2,502																			
6.2 Prepare Addenda	-	4	-	6	18	-	-	16	-	16	8	\$ 66	\$ 12,512	\$ 858	\$ -	6	-	-	-	-	6	\$ 1,200	\$ -	\$ 50	\$ 1,250	\$ -	\$ -	\$ 1,720	\$ 16,937																			
6.3 Bid Tab Analysis	-	-	-	2	-	-	-	2	-	-	4	\$ 636	\$ 52	\$ -	-	4	-	-	-	-	4	\$ 800	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 1,636																			
TASK 6 TOTAL	-	4	-	6	22			18		16	8	\$ 74	\$ 14,268	\$ 962	\$ 100	-	16			16	\$ 3,200	\$ -	\$ 150	\$ 3,350	\$ -	\$ -	\$ 1,720	\$ 20,993																				
PHASE 1 PROJECT TOTAL	4	164	46	162	496	54	158	298	112	448	101	2,043	\$ 418,855	\$ 28,659	\$ 1,600	87	105	268	112	20	-	\$ 62	\$ 101,086	\$ 74,500	\$ 8,300	\$ 183,896	\$ 62,000	\$ 36,000	\$ 39,360	\$ 5,000	\$ 1,805,684																	

Notes:

¹ Project Equipment and Communication Expense.

² Field services for test well drilling and geotechnical borings include prevailing wages and certified payroll in accordance with local, state, and federal laws.

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2020
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$188.00
Professional	230.00
Project Professional	273.00
Lead Project Professional	293.00
Senior Professional	298.00
Technicians	
Technicians	142.00
Senior Technicians	198.00
Support Staff	
Document Processing / Clerical	125.00
Project Equipment Communication Expense (PECE) Per DL Hour	13.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2019	\$.58 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%

This fee schedule is subject to annual revisions due to labor adjustments.

**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE MASTER AND PROGRAM SUPPLEMENT AGREEMENTS WITH CALTRANS FOR CONSTRUCTION OF A TRAFFIC SIGNAL AT GOLDEN VALLEY PARKWAY AND SPARTAN WAY FOR CIP PS 18-03

RECOMMENDATION: Adopt Resolution Approving Master and Program Supplement Agreements with Caltrans for the Construction of a Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way for CIP PS 18-03

SUMMARY:

The California Department of Transportation (Caltrans) requires the execution of a Master Agreement for Federal-Aid projects (Master Agreement) to be eligible to receive federal funds. The City of Lathrop has signed a master agreement with Caltrans. Caltrans also requires the execution of a Program Supplement Agreement (PSA) that is specific to each Federal-Aid project that must be executed prior to the City requesting reimbursement of federal funds.

In January 2020, Caltrans notified the City of revisions to the Master Agreement in placed due to various changes in regulations and policies. Caltrans has requested that the City execute a new Master Agreement No. 10-5456F15 (Attachment B) and PSA No. F010 (Attachment C) for construction of a traffic signal at Golden Valley Parkway and Lathrop Road/Spartan Way Capital Improvement Project (CIP) PS 18-03 (Project).

Staff recommends that City Council approve Master Agreement No. 10-5456F15 and Program Supplement Agreement No. F010 with Caltrans.

BACKGROUND:

In 2016, the City applied for federal funding under the Congestion Mitigation and Air Quality Improvement (CMAQ) Program and received authorization of funds in the amount of \$400,000 to construct a new traffic signal at the intersection of Golden Valley Parkway and Lathrop Road/Spartan Way.

In June 2017, City Council adopted the budget for FY 2017/18 and 2018/19 approving the creation of Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way Capital Improvement Project (CIP) PS 18-03. The Project will construct a traffic signal at the intersection of Golden Valley Parkway and Lathrop Road/Spartan Way including curb ramps, slurry seal and traffic striping. The CMAQ funding will support construction of the improvements.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE MASTER AND PROGRAM SUPPLEMENT AGREEMENTS WITH
CALTRANS FOR CIP PS 18-03

In January 2020, Caltrans notified the City of revisions to the Master Agreement in placed due to various changes in regulations and policies and, hence, the need to execute a new Master Agreement No. 10-5456F15 (Attachment B). In addition, PSA No. F010, in the amount of \$400,000, is required to be executed by the City in order to request reimbursement of federal funds for the project (Attachment C).

REASON FOR RECOMMENDATION:

Caltrans requires all local agencies to maintain a valid Master Agreement and to execute a project-specific PSA to be eligible for reimbursement of project costs with federal funds.

FISCAL IMPACT:

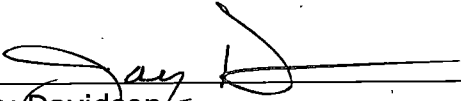
Staff requests that City Council approve Master Agreement No. 10-5456F15 and Program Supplement Agreement No. F010 with Caltrans. Staff cannot request reimbursement of funds for the Project until an authorized representative of the City has signed the Master Agreement and the PSA.

ATTACHMENTS:

- A. Resolution Approving Master and Program Supplement Agreements with Caltrans for the Construction of a Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way for CIP PS 18-03
- B. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects – Agreement No. 10-5456F15
- C. Program Supplement Agreement No. F010 to Administering Agency-State Agreement for Federal-Aid Projects No. 10-5456F15

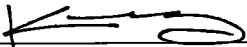
CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE MASTER AND PROGRAM SUPPLEMENT AGREEMENTS WITH
CALTRANS FOR CIP PS 18-03

APPROVALS



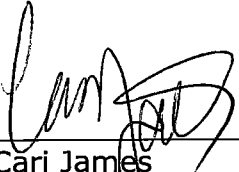
Jay Davidson
Principal Engineer

3-3-20
Date



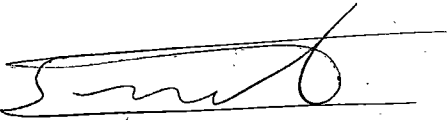
Michael King
Public Works Director

3-3-2020
Date



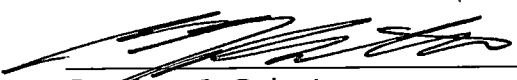
Cari James
Finance & Administrative
Services Director

3/4/2020
Date



Salvador Navarrete
City Attorney

3-2-2020
Date



Stephen J. Salvatore
City Manager

3-4-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING MASTER AND PROGRAM SUPPLEMENT AGREEMENTS WITH CALTRANS FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT GOLDEN VALLEY PARKWAY AND LATHROP ROAD/SPARTAN WAY FOR CIP PS 18-03

WHEREAS, in 2016, the City applied for federal funding under the Congestion Mitigation and Air Quality Improvement (CMAQ) Program and received authorization of funds in the amount of \$400,000 to construct a new traffic signal at the intersection of Golden Valley Parkway and Lathrop Road/Spartan Way; and

WHEREAS, in June 2017, City Council adopted the budget for FY 2017/18 and 2018/19 approving the creation of Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way Capital Improvement Project (CIP) PS 18-03; and

WHEREAS, the project will construct a traffic signal at the intersection of Golden Valley Parkway and Lathrop Road/Spartan Way including curb ramps, slurry seal and traffic striping; and

WHEREAS, the California Department of Transportation (Caltrans) requires the execution of a Master Agreement for Federal-Aid projects (Master Agreement) to be eligible to receive federal funds, and the City of Lathrop is currently bound to Caltrans by such an agreement; and

WHEREAS, Caltrans also requires the execution of a Program Supplement Agreement (PSA) that is specific to each Federal-Aid project that must be executed prior to the City requesting reimbursement of federal funds; and

WHEREAS, Caltrans has requested that the City execute a new Master Agreement No. 10-5456F15 due to various changes in regulations and policies; and

WHEREAS, Caltrans has also requested that the City execute PSA No. F010 for Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way CIP PS 18-03 in order for the City to request reimbursement of federal funds; and

WHEREAS, staff requests that City Council approve the Master Agreement No. 10-5456F15 and Program Supplement Agreement No. F010 with Caltrans.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Master Agreement No. 10-5456F15 and Program Supplement Agreement No. F010 for Traffic Signal at Golden Valley Parkway and Lathrop Road/Spartan Way for CIP PS 18-03.

The foregoing resolution was passed and adopted this 9th day of March 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

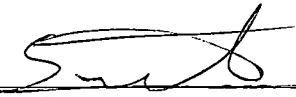
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

10 City of Lathrop

District Administering Agency

Agreement No. 10-5456F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Lathrop, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Lathrop

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Lathrop
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon; no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

PROGRAM SUPPLEMENT NO. F010
 to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5456F15

Adv Project ID **Date:** January 27, 2020
 1019000041 **Location:** 10-SJ-0-LTRP
 Project Number: CML-5456(019)
 E.A. Number:
 Locode: 5456

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Intersection of Golden Valley Parkway & Lathrop Road-Spartan Way

TYPE OF WORK: Install New Traffic Signal to Replace All-Way Stop Intersection **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z003		LOCAL	OTHER
\$537,843.00		\$400,000.00	\$137,843.00	\$0.00

CITY OF LATHROP

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Jeanie Yee*

Date 1/30/2020 \$400,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

SPECIAL COVENANTS OR REMARKS

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be

SPECIAL COVENANTS OR REMARKS

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

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**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PEI FOR THE LOUISE AVENUE REHABILITATION, PURSUANT TO CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01

RECOMMENDATION: Adopt Resolution Approving a Professional Services Agreement with Pavement Engineering Inc. for the Louise Avenue Pavement Rehabilitation, Pursuant to Citywide Road Maintenance and Repair Program CIP PS 18-01

SUMMARY:

The Citywide Road Maintenance and Repair Program Capital Improvement Project (CIP) PS 18-01 was created to maintain and repair the City's roads throughout the City. Pavement evaluation studies have determined that the existing pavement section in Louise Avenue is structurally deficient, and the current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warrant this to be a high priority project for City's road maintenance and repair program.

Professional engineering services are needed to support Citywide Road Maintenance and Repair Program CIP PS 18-01 for pavement rehabilitation on Louise Avenue. Staff requested and received proposals from qualified engineering consultants. Pavement Engineering Inc. (PEI) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council approve a Professional Services Agreement with PEI in the amount of \$159,305 (plus a 10% contingency in the amount of \$15,931 for a total authorization of \$175,236) for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation. This project is anticipated to include full depth reclamation for pavement rehabilitation on Louise Avenue between Harlan Road and the railroad crossing east of 5th Street, curb ramp improvements, and raising the median in the center of the road.

Funds approved in the FY 2019/21 budget for Citywide Road Maintenance and Repair Program CIP PS 18-01 are sufficient to authorize the agreement.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PEI FOR CITYWIDE
ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01

BACKGROUND:

The Citywide Road Maintenance and Repair Program CIP PS 18-01 was created to maintain and repair the City's roads throughout the City. Locations are prioritized based upon the condition of existing pavement/stripping conditions as related to public safety and proximity to high pedestrian facilities (e.g. schools). Pavement evaluation studies have determined that the existing pavement section in Louise Avenue is structurally deficient, and the current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warrant this to be a high priority project for City's road maintenance and repair program.

Staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the Louise Avenue pavement rehabilitation. PEI was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff has negotiated a scope and fee proposal with PEI for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation. This project is anticipated to include full depth reclamation for pavement rehabilitation on Louise Avenue between Harlan Road to the railroad crossing east of Howland Road, curb ramp improvements, and raising the median in the center of the road.

REASON FOR RECOMMENDATION:

Louise Avenue is a major east-west corridor connecting the City of Lathrop to the City of Manteca. The current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warrant this to be a high priority project for City's road maintenance and repair program. After reviewing the proposals, PEI was selected as the best qualified firm to provide professional engineering services to support this project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

FISCAL IMPACT:

Staff requests that City Council approve a Professional Services Agreement with PEI in the amount of \$159,305 (plus a 10% contingency in the amount of \$15,931 for a total authorization of \$175,236) for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation. Funds approved in the FY 2019/21 budget for Citywide Road Maintenance and Repair Program CIP PS 18-01 are sufficient to authorize the agreement.

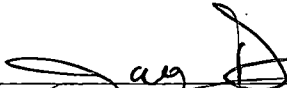
CITY MANAGER'S REPORT **PAGE 3**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PEI FOR CITYWIDE
ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Pavement Engineering Inc. for Louise Avenue Pavement Rehabilitation, Pursuant to Citywide Road Maintenance and Repair Program CIP PS 18-01
- B. Professional Services Agreement with Pavement Engineering Inc. for Professional Engineering Consulting Services for Citywide Road Maintenance and Repair Program CIP PS 18-01

CITY MANAGER'S REPORT **PAGE 4**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PEI FOR CITYWIDE
ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01

APPROVALS




Jay Davidson
Principal Engineer

3-2-20
Date



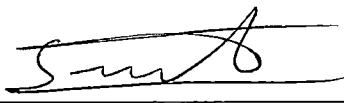
Michael King
Director of Public Works

3-2-2020
Date



Cari James
Finance & Administrative
Services Director

3/4/2020
Date



Salvador Navarrete
City Attorney

3-2-2020
Date



Stephen J. Salvatore
City Manager

3.4.2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAVEMENT ENGINEERING INC. FOR THE LOUISE AVENUE PAVEMENT REHABILITATION, PURSUANT TO CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01

WHEREAS, the Citywide Road Maintenance and Repair Program Capital Improvement Project (CIP) PS 18-01 was created to maintain and repair the City's roads throughout the City; and

WHEREAS, pavement evaluation studies have determined that the existing pavement section in Louise Avenue is structurally deficient, and the current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warrant this to be a high priority project for City's road maintenance and repair program; and

WHEREAS, staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the Louise Avenue pavement rehabilitation, and Pavement Engineering Inc. (PEI) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

WHEREAS, staff has negotiated a scope and fee proposal with Pavement Engineering Inc. for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation for a cost of \$159,305; and

WHEREAS, staff requests that City Council approve a Professional Services Agreement with PEI in the amount of \$159,305 (plus a 10% contingency in the amount of \$15,931 for a total authorization of \$175,236) for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation; and

WHEREAS, funds approved in the FY 2019/21 budget for Citywide Road Maintenance and Repair Program CIP PS 18-01 are sufficient to authorize the agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with Pavement Engineering Inc. in the amount of \$159,305 (plus a 10% contingency in the amount of \$15,931 for a total authorization of \$175,236) for engineering consulting services to prepare a bid package for the Louise Avenue pavement rehabilitation for the Citywide Road Maintenance and Repair Program CIP PS 18-01.

The foregoing resolution was passed and adopted this 9th day of March, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH PAVEMENT ENGINEERING INC.

FOR CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM CIP PS 18-01 – LOUISE AVENUE PAVEMENT REHABILITATION

THIS AGREEMENT, dated for convenience this **9th day of March, 2020**, is by and between **Pavement Engineering Inc.**, (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

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

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

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

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE PAVEMENT REHABILITATION

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$159,305** for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **March 9, 2020**, and it shall terminate no later than **June 30, 2021**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE PAVEMENT REHABILITATION

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Joseph L. Ririe, P.E., Senior Principal Engineer**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

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

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

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

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

(11) Indemnification - CONSULTANT'S Responsibility

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

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

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

(12) Licenses

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

(13) Business Licenses

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

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

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

Copy to: City of Lathrop
 Department of Public Works
 390 Towne Centre
 Lathrop, CA 95330
 MAIN: (209) 941-7430
 FAX: (209) 941-7449

To Consultant: Pavement Engineering Inc.
 3485 Sacramento Drive, Suite A
 San Luis Obispo, CA 93401-7156
 PHONE: (805) 781-2265

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

(17) Miscellaneous

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE PAVEMENT REHABILITATION

- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

(19) Signatures

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PEI FOR CIP PS
18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM – LOUISE AVENUE
PAVEMENT REHABILITATION

Approved as to Form:

City of Lathrop
City Attorney



3-2-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
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:

Pavement Engineering Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401-7156

Fed ID # _____

Business License # _____

Signature

Date

Print Name and Title



February 11, 2020

MP20-063

Jay M. Davidson, P.E.
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: City of Lathrop – Louise Avenue Pavement Rehabilitation Project
• Louise Avenue – Harlan Road to RXR E/O Howland Road

Dear Jay:

Per your request, we are submitting our proposal to prepare a PS&E package for the subject project. The project includes rehabilitating the pavement on Louise Avenue from Harlan Road to the RXR E/O Howland Road. The work will also consist of performing curb ramp improvements along the segment and designing a raised median in the center of the road.

BACKGROUND

The City of Lathrop has identified Louise Avenue from Harlan Road to the RXR E/O Howland Road as a high priority project for pavement rehabilitation. A pavement evaluation study, completed by PEI in March, 2011, revealed that the pavement was 6 inches structurally deficient for a design traffic index of 11.0. Since then, the pavement has continued to deteriorate. In July, 2019, the City had ENGEO prepare a pavement exploration report. The current pavement conditions warrant rehabilitation. Because of severe structural deficiency identified in 2011, we anticipate that the pavement rehabilitation will consist of an FDR (Full Depth Reclamation).

SCOPE OF WORK

TASK 1 – PROJECT ADMINISTRATION

This work includes a kick-off meeting with City of Lathrop staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party.

Progress meetings will be arranged to review the work at critical stages. For this project we are recommending that we meet at the 60% stage after the pavement evaluation is completed to review and confirm the final treatments and conceptual level budget. At the

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Jay M. Davidson, P.E.
February 11, 2020
MP20-063
Page 2

95% stage we can review and confirm the final documents and collect comments. We anticipate three (3) meetings with City of Lathrop staff.

Constant communication between the project manager and City of Lathrop staff is part of our approach and will help ensure a successful project.

TASK 2 – SITE INVESTIGATIONS

The purpose of this task is to gather and confirm all necessary information, either from field measurements or existing archives, to facilitate the design and development of the project's contract documents.

We have separated the anticipated investigation and survey items below and provided a detailed explanation of the expected work.

Task 2A – Measure Field Quantities and ADA Ramp Assessment

PEI will physically walk the project street to measure and record all pertinent field quantities, including the location of existing striping, pavement markers and paint markings; location of underground utility covers; limits of paving transitions, digouts, and other pavement repairs; and the total area of pavement to be rehabilitated. This information will be compiled into the bid schedule.

If we identify any concrete repairs during our field review, we will note it and bring it to your attention to determine if the repairs should be added to the contract.

PEI has identified all seventeen (17) curb ramps within the project limits as non-compliant. Non-compliant ramps will be tallied and included in our concept level budget.

Task 2B – Topographic Survey and Monument Perpetuation Research

PEI will contract with Geo-West to provide land survey including but not limited to topography, spot elevations, cross-sections, and longitudinal profiles at 50 feet stations. The vertical datum shall conform to the local vertical datum.

PEI will assist the City of Lathrop with the monument identification and preservation process (State Business and Professions Code Section 8771) by performing a records search to locate any potential recorded survey monuments within the street limits. Our surveyor will prepare a written report that PEI will review with the City to determine which monuments might potentially be disturbed during construction and how to perpetuate them.

At the City's request, PEI can also provide a service to tie-off the existing monuments prior to construction and establish new monumentation after construction. PEI will provide an additional proposal for these services at the City's request, if needed.

Task 2C – Pavement Evaluation Analysis

In March of 2011, PEI performed a pavement evaluation of Louise Avenue from Harlan Road to Howland Road. Additionally, the City contracted with ENGEO in July of 2019 to perform a pavement exploration of the same pavement. PEI will use these two reports to develop rehabilitation options.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and RHMA overlays. The deflection testing and coring data for the street will be included in the project development binders; however, no formal deflection testing report will be prepared. Going straight from the raw analysis and data to design saves considerable design funds.

In addition to the tasks listed above, PEI will coordinate with City staff to obtain the following information:

- Facility maps from utility agencies
- Other available design data such as drainage facility maps, traffic data, City standards, front-end specifications, etc.

This proposal excludes any electronic locating or potholing of underground utilities. Depending on the rehabilitation treatment selected for each road segment, this work may not be required.

TASK 3 – PLANS, SPECIFICATIONS AND ESTIMATES

Task 3A – Concept level budget analysis

After the site investigations and analysis outlined in Task 2 are complete, PEI will meet with the City to review the gathered information. As part of the meeting, we will review preliminary cost information for each viable option for each street segment and a life cycle cost analysis (LCCA) to assist the City in selecting the most cost effective and constructible options for the project street.

As part of our meeting, PEI will also discuss any drainage issues that are observed to determine if/ how to implement the needed improvements.

Task 3B – 60%, 95% and Final PS&E Submittals

PEI will compile all field quantities collected from Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet of the entire project. Using these quantities, along with the pavement evaluation data (Task 2C), PEI will meet with City staff to determine the most cost-effective rehabilitation approach for the project street. This meeting will be considered the 60% submittal. The 60% submittal will also include a review of the plans PEI has prepared for the base sheets.

We will draft technical specifications and details for typical sections, transitions, conforms, digouts, and additional pavement work will be prepared. PEI will submit any portion of the maintenance work that requires further clarification in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, PEI will use aerial photographs to develop base sheets. This information will be submitted to the City at the 95% design review. It is assumed that the existing striping will remain the same. Changes in the striping pattern will constitute a change in scope.

After reviewing the 95% submittal, we will meet with City staff to resolve any outstanding issues and will adjust the contract documents accordingly. A final 100% submittal will follow.

Task 3C – Curb Ramp Designs

PEI will develop ramps designs for non-compliant ramps identified during the investigation phase of the project. Our work will include field measuring the needed ramp locations to determine the estimated construction quantities and preparing estimates for inclusion in the project's bid schedule.

If the ramps are complicated by steep slopes, existing utility boxes, poles or other obstructions, PEI will provide a more detailed design that will be included in the project plans. Detailed ramp designs will include localized topographic surveying.

For this work, PEI has estimated that 17 ramps that will require designs. PEI will invoice for the ramp work on a time and material basis.

Task 3 – Deliverables

- The 60% will include a budget breakdown and LCCA for the project street.
- The 95% submittals will include two sets of 11" x 17" plan sets as well as electronic format.



- Final approved drawing submittals will include two complete sets of full-sized hard copy paper plans and an electronic copy of the plans including a complete e-transmit of AutoCAD files with all x-ref and pen settings, and a PDF copy of all the drawing sheets submitted.
- Final specification submittals shall include one hard copy paper document bound and electronic copies in Word and PDF format.

TASK 4 – BID PERIOD SERVICES

During the bid period, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available to attend a pre-bid meeting and for help with questions from the contractors during the bidding process. All fees for this task will be on a time and materials basis.

TASK 5 – CONSTRUCTION PHASE

Task 5A – General Support Services

During construction, PEI will be available to the City's construction staff to attend construction meetings and respond to contractor questions concerning the plans and specifications. If needed, we will be available to make site visits and respond to RFIs during the construction process. In addition, we can review design questions, submittals, and construction problems. We can assist the City in processing change orders by providing written recommendations. PEI will provide these services on an as-needed basis. All fees for this task will be on a time and materials basis.

Task 5B – Prepare As-Built drawings

PEI will prepare as-built drawings from the red-line construction set prepared by the City's selected CM firm for the project. The as-built drawings will be prepared in AutoCAD format. PEI will coordinate with the CM firm for any red-line clarifications.

Excluded Work

Our work excludes developing traffic control plans, locating underground utilities and providing testing or inspection services during construction. These services can be added to our scope at any time for additional fees. PEI will provide a proposal for any these services at the City's request.

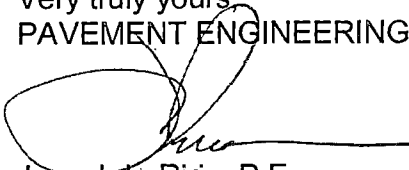
Jay M. Davidson, P.E.
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We understand that time is of the essence and that the City of Lathrop wants to bid the project as quickly as possible. Our estimated scope of work will require 8 to 12 weeks to complete Tasks 1 through 3 to final PS&E submittals.

We will begin work as soon as we receive a notice to proceed. Our total estimated fee for performing this work is outlined on the attached estimated fee breakdown schedule. All work is subject to final negotiation with the City of Lathrop. The attached proposal conditions will apply.

Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Estimated Fee Breakdown Schedule;
Proposal Conditions

pc: C File
M File
MP Files



**ESTIMATED FEE BREAKDOWN SCHEDULE
 CITY OF LATHROP
 ADAMS STREET PAVEMENT REHABILITATION PROJECT**

TASK 1 PROJECT ADMINISTRATION				
	Position	Rate	Hours	Total
	Senior Principal Engineer	\$240	24	\$5,760
	Assistant Engineer	\$160	24	3,840
Estimated Task 1 Fee:				\$9,600
TASK 2 SITE INVESTIGATIONS				
Task 2A	Measurement of Field Quantities and ADA Ramp Assessment for Compliance			
	Assistant Engineer	\$160	8	\$1,280
	Senior Engineering Technician	\$145	16	2,320
	Engineering Technician	\$135	16	2,160
Estimated Task 2A Fee:				\$5,760
Task 2B	Topographic Survey and Monument Perpetuation			
	Assistant Engineer	\$160	8	\$1,280
	Geo-West			15,785
Estimated Task 2B Fee:				\$17,065
Task 2C	Pavement Evaluation and Analysis			
	Senior Principal Engineer	\$240	24	\$5,760
	Assistant Engineer	\$160	8	1,280
	Senior Engineering Technician	\$145	8	1,160
Estimated Task 2C Fee:				\$8,200
TASK 3 PLANS, SPECIFICATIONS and ESTIMATES				
Task 3A	Concept Level Budget Analysis			
	Senior Principal Engineer	\$240	4	\$960
	Assistant Engineer	\$160	8	1,280
	Senior Engineering Technician	\$145	8	1,160
Estimated Task 3A Fee:				\$3,400
Task 3B	60%, 95% and Final PS&E Submittals			
	Senior Principal Engineer	\$240	40	\$9,600
	Assistant Engineer	\$160	112	17,920
	Senior Engineering Technician	\$145	96	13,920
	Engineering Technician	\$135	96	12,960
Estimated Task 3B Fee:				\$54,400



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Task 3C	Curb Ramp Designs (17 Ramps)			
	Senior Principal Engineer	\$240	32	\$7,680
	Assistant Engineer	\$160	112	17,920
	Senior Engineering Technician	\$145	112	16,240
Estimated Task 3C Fee:				\$41,840
TASK 4	BID PERIOD SERVICES			
	Senior Principal Engineer	\$240	16	\$3,840
	Assistant Engineer	\$160	16	2,560
Estimated Task 4 Fee:				\$6,400
TASK 5	CONSTRUCTION PHASE			
Task 5A	General Support Services			
	Senior Principal Engineer	\$240	24	\$5,760
	Assistant Engineer	\$160	24	3,840
Estimated Task 5A Fee:				\$9,600
Task 5B	Prepare As-Built Drawings			
	Senior Principal Engineer	\$240	2	\$480
	Assistant Engineer	\$160	16	2,560
Estimated Task 5B Fee:				\$3,040
Total Estimated Project Fee:				\$159,305.00



PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump-Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE FEE CREDIT AGREEMENT WITH LATHROP LAND ACQUISITIONS, LLC AND SJAFCA FOR ULOP FLOOD PROTECTION DEVELOPMENT IMPACT FEES**

RECOMMENDATION: **Adopt Resolution Approving a Fee Credit Agreement with Lathrop Land Acquisitions, LLC ("Saybrook") and San Joaquin Area Flood Control Agency (SJAFCA) for Urban Level of Flood Protection (ULOP) Development Impact Fees**

SUMMARY:

In January 2017, the City Council approved an Interim 200-year Urban Level of Flood Protection (ULOP) Levee Impact Fee. On November 8, 2018, the San Joaquin Area Flood Control Agency (SJAFCA) adopted the Regional ULOP Development Impact Fee (DIF) with Resolution 18-21. On December 10, 2018, Lathrop approved an Agreement to collect the SJAFCA's Regional DIF and terminated Lathrop's Interim Levee Impact Fee.

Lathrop Land Acquisitions, LLC (often referred to as "Saybrook"), the developer of the Stanford Crossing Project (Attachment "C") in Central Lathrop Specific Plan area (CLSP), is required under various entitlements to pay Capital Facility Fees to fund the construction of certain public facilities and infrastructure that will be of benefit to their property. In connection with the development of Stanford Crossing, Saybrook advanced funding toward the effort to allow Lathrop to make findings of adequate progress toward establishing a 200-year Urban Level of Flood Protection, accruing Prior Advance Funding Credits toward the DIF in the amount of \$712,480.46.

The purpose of the Fee Credit Agreement is to provide clarity as to how to credit advanced funds to the eventual obligation of a developer to pay the DIF prior to building permits being issued. The Fee Credit Agreement allows Lathrop to collect the full DIF from homebuilders, and give Saybrook a portion of their Prior Advance Funding Credit with each building permit. Staff recommends City Council approve the Fee Credit Agreement with Saybrook and with SJAFCA (Attachment B) regarding SJAFCA flood protection related Development Impact Fees.

MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**APPROVE FEE CREDIT AGREEMENT WITH SAYBROOK AND SJAFCA FOR ULOP FLOOD PROTECTION DEVELOPMENT IMPACT FEES****BACKGROUND:**

In January of 2018, the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District, 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").

SJAFCA then 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. 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.

Prior to the development of SJAFCA's DIF, Saybrook advanced funding toward the Program to allow Lathrop to make Findings of Adequate Progress toward establishing ULOP flood protection, accruing Prior Advance Funding Credits toward the DIF in the amount of \$712,480.46. The Fee Credit Agreement is to provide clarity as to how to credit advanced funds to the eventual obligation of a developer to pay the DIF prior to building permits being issued.

The Fee Credit Agreement allows Lathrop to collect the full DIF from homebuilders, and give Saybrook a portion of their Prior Advance Funding Credit with each building permit which equals to 4.2 65% as shown on Table 1 of Exhibit B to attachment B. In accordance with the Advance Funding Credit and Reimbursement Policies and Procedures Study, which is an attachment to the Advanced Funding Agreement, the total advance funding of \$712,480.46 will be returned to Saybrook incrementally over the first 418 building permits.

REASON FOR RECOMMENDATION:

Staff recommends City Council approve the Fee Credit Agreement with Lathrop Land Acquisitions, LLC (Saybrook) and with SJAFCA regarding SJAFCA flood protection related Development Impact Fees.

MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**APPROVE FEE CREDIT AGREEMENT WITH SAYBROOK AND SJAFCA FOR ULOP FLOOD PROTECTION DEVELOPMENT IMPACT FEES****FISCAL IMPACT:**

In accordance with the Agreement, the City shall reimburse Saybrook a portion of the DIF collected from the first 418 residential building permits in the Stanford Station Project in CLSP, until the full amount of \$712,480.46 is reimbursed. The balance of the DIF will be forwarded to SJAFCA. After Saybrook is fully reimbursed, all future DIF from the Stanford Crossing Project will be forwarded to SJAFCA. Reimbursement to Saybrook will only come from DIF collected in the Stanford Crossing Project.

ATTACHMENTS:

- A. Resolution Approving a Fee Credit Agreement with Lathrop Land Acquisitions, LLC ("Saybrook") and San Joaquin Area Flood Control Agency (SJAFCA) for Urban Level of Flood Protection (ULOP) Development Impact Fees
- B. Fee Credit Agreement for Developer Contribution Toward the San Joaquin Area Flood Control Agency Mossdale Tract Regional Urban Level of Flood Protection Development Impact Fee
- C. Site Plan for Stanford Crossing Project in CLSP

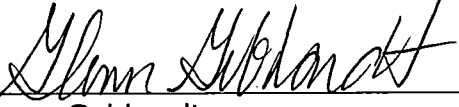
**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVE FEE CREDIT AGREEMENT WITH SAYBROOK AND SJAFCA FOR
ULOP FLOOD PROTECTION DEVELOPMENT IMPACT FEES**

APPROVALS:



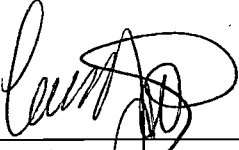
Michael King
Public Works Director

3-2-2020
Date



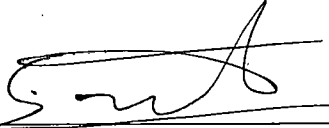
Glenn Gebhardt
City Engineer

2/26/20
Date



Cari James
Finance and Administrative
Services Director

3/4/2020
Date



Salvador Navarrete
City Attorney

2-27-2020
Date



Stephen J. Salvatore
City Manager

3-4-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FEE CREDIT AGREEMENT WITH LATHROP LAND ACQUISITIONS, LLC ("SAYBROOK") AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) FOR URBAN LEVEL OF FLOOD PROTECTION (ULOP) DEVELOPMENT IMPACT FEES

WHEREAS, Lathrop Land Acquisitions, LLC, (often referred to as "Saybrook") the developer for the Central Lathrop Specific Plan Area (CLSP) is required under various entitlements to pay Capital Facility Fees (CFF) to fund the construction of certain public facilities and infrastructure that will be of benefit to their property, including the Urban Level of Flood Protection (ULOP) Development Impact Fees; and

WHEREAS, in January, 2017, the City Council approved an Interim ULOP Levee Impact Fee; and

WHEREAS, by approving Resolution 18-21, the San Joaquin Area Flood Control Agency (SJAFCA) established on November 8, 2018, the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF"), 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 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 that regional DIF was intended to replace the Interim Impact Fee approved by the City of Lathrop; and

WHEREAS, SJAFCA and the Land Use Agencies (Lathrop, Manteca, Stockton and San Joaquin County) 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; and

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; and

WHEREAS, over the past several years, Saybrook advanced funding toward the effort to allow Lathrop to make Findings of Adequate Progress toward establishing ULOP flood protection, accruing Prior Advance Funding Credits toward the DIF in the amount of \$712,480.46; and

WHEREAS, the purpose of this Fee Credit Agreement is to provide clarity as to how to credit advanced funds to the eventual obligation of a developer to pay the DIF prior to building permits being issued, and will allow Lathrop to collect the entire DIF and reimburse a portion to Saybrook and remit the balance to SJAFCA, until Saybrook is fully paid back.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve a Fee Credit Agreement with Lathrop Land Acquisitions, LLC and with SJAFCA for ULOP flood protection related Development Impact Fees.

The foregoing resolution was passed and adopted this 9th day of March, 2020, by the following vote of the City Council, to wit:

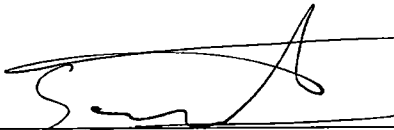
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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 **Lathrop Land Acquisitions, LLC** (“Developer”), and the **City of Lathrop** (“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.

2. Credit & Reimbursement Study. In cooperation with the Land Use Agencies that have received advanced funds, SJAFCA has prepared a Credit and Reimbursement Study (included 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.

3. Use of Prior Advance Funding Credit.

a. As a result of the Developer accruing Prior Advance Funding Credits, Developer has accrued credits toward the DIF in the amount of \$712,480.46.¹ 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.

¹ 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.

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 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.

d. Notwithstanding any other provision of this Agreement to the contrary, in the event that the Developer sells all or a portion of the land over which the Prior Advance Funding Credit is intended to apply, the Developer shall have the option, with each building permit issued for the land subject to the Prior Advance Funding Credit, to request that the Land Use Agency (i) collect the total DIF due for each building permit from the building permit applicant; (ii) transfer to the Developer an amount from the DIF equal to the portion of the Prior Advance Funding Credit applicable to the building permit, and (iii) transfer the remaining DIF collected to SJAFCA consistent with the Collection Agreement. The Developer shall notify the Land Use Agency of its intention to utilize this subsection prior to the Land Use Agency's issuance of building permits.

SJAFCA shall have no liability for failure by the Land Use Agency to utilize this subsection. Upon request to SJAFCA from the Land Use Agency, SJAFCA will evaluate the request and confirm if the request is consistent with this Fee Credit Agreement. If the request is consistent with the Fee Credit Agreement, SJAFCA shall notify Land Use Agency and Land Use Agency shall reimburse the Developer for the Prior Advance Funding Credit due upon receipt of the DIF from the permit applicant. In the event that the request is inconsistent with the Fee Credit Agreement, SJAFCA shall advise Land Use Agency, and the Land Use Agency shall advise Developer of any additional information needed from building permit applicant and/or other parties in order to reimburse Developer for the Prior Advance Funding Credit.

4. 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.

5. 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

City Manager
390 Towne Center Drive
Lathrop, CA 95330

City Clerk
390 Towne Center Drive
Lathrop, CA 95330

For Developer

Jeffrey M Wilson
c/o Saybrook Fund Advisors, LLC
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065

For SJAFC

Chris C. Elias
Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, CA 95202-2317

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

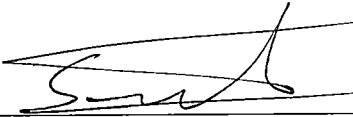
12. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall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

13. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts.

14. 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.

LAND USE AGENCY

By: _____ Stephen J. Salvatore City Manager 390 Towne Center Drive Lathrop, CA 95330	APPROVED AS TO FORM By:  _____ Salvador Navarrete City Attorney
--	--

DEVELOPER

By: _____ Jeffrey M Wilson c/o Saybrook Fund Advisors, LLC 303 Twin Dolphin Drive, Suite 600 Redwood City, CA 94065	
---	--

SJAFCA

By: _____ Chris C. Elias Executive Director San Joaquin Area Flood Control Agency 22 East Weber Avenue, Suite 301 Stockton, CA 95202-2317	APPROVED AS TO FORM By: _____ SCOTT L. SHAPIRO SJAFCA Attorney
--	--

ADVANCE FUNDING CREDIT

EXHIBIT A

MOSSDALE TRACT ACRE REGIONAL URBAN LEVEL OF FLOOD PROTECTION

ADVANCE FUNDING CREDIT AND REIMBURSEMENT STUDY



LARSEN WURZEL
& Associates, Inc.

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

Mossdale Tract Area

Regional Urban Level of Flood Protection

ADVANCE FUNDING CREDIT AND
REIMBURSEMENT POLICIES AND
PROCEDURES STUDY

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
October 15, 2019

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LIST OF ABBREVIATIONS

Adequate Progress Report	2019 Adequate Progress Update prepared by LWA
BOD	Board of Directors
Constructed Facilities Funding Credit	Total Credit for the Construction of Project facilities
Fee or Regional Levee Fee	SJAFCA Regional Levee Impact Fee
GDA	Gross Developable Acreage
Local Agencies	Cities of Lathrop, Manteca, and Stockton, and San Joaquin County
LFMA	Local Flood Management Agency
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area Project	Phase 4 Levee Improvements
Study	Advance Funding Credit and Reimbursement Policies and Procedures Study
SJAFCA	San Joaquin Area Flood Control Agency
ULOP	Urban Level of Flood Protection

1. OVERVIEW

Purpose of Study

Larsen Wurzel & Associates, Inc. (LWA) has prepared this Mossdale Tract Area Regional Urban Level of Flood Protection (ULOP) Advance Funding Credit and Reimbursement Policies and Procedures Study (Study) at the request of the San Joaquin Area Flood Control Agency (SJAFCA). The purposes of the study are as follows.

- Account for and establish the amounts of prior advance funding creditable towards the SJAFCA Regional Levee Impact Fee (Fee or Regional Levee Fee) by landowners through payment of the interim development fees or participating in other advance funding agreements.
- Establish the corresponding amounts of acreage credit toward the Fee by those landowners as a result of their prior advance funding.
- Establish the corresponding amounts of reimbursements due to landowners as a result of advance funding amounts in excess of the Fee due on their project (if any).
- Establish the policies and demonstrate the methodology by which acreage credit toward the Fee will be used by those landowners with development left to construct in their project(s).
- Establish the policies and procedures and demonstrate the methodology by which reimbursements for funding in excess of the Fee due on a project is paid (if any).
- Establish the amounts of reimbursements due to certain local agencies as a result of providing advance funding and Interim Seed Money Funding.
- Reiterate the policies and establish the procedures by which reimbursements for advance funding and Interim Seed Money Funding is paid.

This study is divided into four sections including this Overview as **Section 1**.

Section 2 provides the landowner credit and reimbursement amount calculations based on the Fee. **Section 3** outlines the credit policies and how the credit for advance funding is to be used by landowners as they build out the remainder of their project(s). **Section 4** provides the reimbursement amounts for local agencies. **Section 5** provides the reimbursement policies and describes how and when the reimbursements for advance funding in will be paid to landowners and local agencies.

Background

Regional Levee Impact Fee and Landowner Advance Funding

As described within the 2019 Adequate Progress Update¹ prepared by LWA (Adequate Progress Report), the Cities of Lathrop, Manteca, and Stockton, and San Joaquin County (collectively, the Local Agencies) entered

¹ The 2019 Annual Adequate Progress Report can be found on SJAFCA's website at the following location:
<http://www.sjafca.com/pdf/mossdale/Report0419.pdf>.

into an agreement designating SJAFCA as the Local Flood Management Agency (LFMA) responsible for planning, implementing, funding, and financing the Phase 4 levee improvements identified within the Adequate Progress Report (Mossdale Tract Area Project). The Adequate Progress Report identifies several sources that would fund the Mossdale Tract Area Project improvements, one of which is a new regional development impact fee. Prior to designating SJAFCA as the regional governing agency, the Cities of Lathrop and Manteca implemented interim development levee impact fee programs. Now that the new regional governance entity has been designated, the Cities of Lathrop and Manteca have transitioned their interim fee programs to the permanent program established and administered by SJAFCA, covering the entire Mossdale Tract Area, with collection of the Regional Levee Fee by the local agencies.

On November 8, 2018, the SJAFCA Board of Directors (BOD), through resolution no. 18-21, adopted the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee, and the associated Nexus Study. This resolution established the obligation of new development to fund levee improvements in the area affected by flooding along the San Joaquin River in the Cities of Lathrop, Manteca, and Stockton and in San Joaquin County.

The Regional Levee Fee become effective January 8, 2019. This Study reflects the advance funding provided by landowners through the Lathrop and Manteca interim development fee programs and other advance funding agreements prior to the Regional Levee Fee becoming affective.

Landowners in the area subject to the Fee have advance funded the obligations of the Fee through payment of the interim fee programs or directly financing Contractor Agreements for ULOP efforts authorized by the Cities of Lathrop and Manteca prior to the implementation of the interim fee programs.

Cities of Lathrop and Manteca Joint Financing

Prior to designating SJAFCA as the regional governing agency, the Cities of Lathrop and Manteca entered into a Joint Financing Agreement in order to advance efforts to meet ULDC requirements for continued development within the Cities. It is expected that this advance funding will be repaid after the Interim Seed Money Funding and as funds are available in the SJAFCA budget for repayment without inhibiting the implementation of the Mossdale Tract Area Project.

Interim Seed Money Funding

On June 12, 2018, SJAFCA and the Local Agencies entered into an Interim Seed Money Funding Agreement to provide initial funding for the advancement of the Mossdale Tract Area Project. It is expected that this interim seed money funding be repaid consistent with Section 6 of the Interim Seed Money Funding Agreement prior to the funding discussed in the above subsection.

2. LANDOWNER CREDIT AND REIMBURSEMENT AMOUNTS

The purpose of this section is to establish the amount of fee credit, in terms of acreage, or any applicable cash reimbursement due to individual landowners and their project(s) based on funding received prior to January 8, 2019. To do so, information regarding the amount of advanced funding and acreage in each project must be established. In addition, for projects that are currently underway, information regarding acreage and unit counts must be gathered on a map-by-map basis.

Landowner Advance Funding Amounts

As described in the Background subsection of **Section 1**, landowner provided advance funding of the Regional Levee Fee through the interim levee impact fee programs put in place by the Cities of Lathrop and Manteca as well as through payment of Contractor Agreements.

As a matter of policy, SJAFCA associates funding by a landowner on behalf of a project to remain with that project unless otherwise specified. Funds advanced toward the Fee on behalf of a project will remain as advance funding of the Fee regardless of whether the property changes ownership over time. Consideration for the investment of the advanced Fee into a project is the responsibility of a buyer and seller of that project.

Project Acreage

The Fee is charged on a gross developable acreage (GDA) basis and is normally due prior to issuance of a building permit. To determine the total obligation and associated remaining obligation of each project the following information is relevant.

- Amount of advance funding provided prior to the Fee effective date
- Total project GDA subject to the Fee
- Amount of project GDA with permits applied for prior to the Fee effective date (absorbed)
- Amount of project GDA remaining

Calculation of Credit and Reimbursement Amounts

Table 1 presents the calculation of credit and reimbursement amounts for each landowner and project from prior advance funding as of the date of this study. **Appendix A** provides detailed information on the amount of advance funding provided by each landowner. **Appendix B** provides project details relevant to calculating the GDA credit.

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

- All prior advance funding of the Fee has been collected on behalf of development projects as identified by the tables in this Study.

- All prior advance funding of the Fee is proportionately allocable to the individual tract maps, phases, units, and/or villages in projects based upon the project GDA.
- Units are assumed to have been previously absorbed if a permit for the unit has been applied for prior to January 8, 2019.
- The Fee obligation for all developable acreage absorbed prior to January 8, 2019 is at the Initial Fee Rate as identified in the November 8, 2018, Mossdale Tract Are Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution 18-21 on November 8, 2018 (reference Table S-1 of that Nexus Study).
- The credit for prior advanced funding will be expressed in terms of GDA as shown in **Table 1** and has been determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rate per GDA for the applicable land use. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by any escalating fee rate.
- All permits that have previously been applied for prior to January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from advance funding and no additional levee fees will be required for these units/acres.
- The use of credit on the remaining units/acres (units/acres not yet absorbed) will take place as discussed in **Section 3**.
- For multiple projects developed by a common landowner, if one project is determined to have advance funded the Fee 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.

3. CREDIT POLICY

Crediting for Prior Advanced 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 GDA Credit Remaining to GDA Remaining to be developed.

- “GDA Credit Remaining” will be defined as the credit accumulated by the advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- “GDA Remaining” to be developed will be defined as the difference between the total GDA in a project and the amount of acreage absorbed prior to January 8, 2019.

Use of Prior Advance Funding Credit

As projects are constructed by permits applied for after January 8, 2019, the landowner will fund a portion of the Regional Levee Fee based on the relative proportionality between the remainder of a project **not** able to be funded from the GDA Credit Remaining and the GDA Remaining in the project after all previously absorbed units.

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

Any landowner seeking credit for prior advance funding will enter into an agreement with the Local Agency to specify the level of Fee credit, the process for receiving the credit, and the terms for utilizing the credit as outlined in this study. The board approved Fee Credit Agreement Template can be found in **Appendix C**.

Constructed Facilities Funding Credit

Any landowner constructed facilities will be constructed pursuant to an agreement entered into between the Local Agency and SJAFCA. The final agreement with SJAFCA will specify the 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 actual construction cost incurred by the landowner (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 will be consistent with the use of advance funding credit described above. The board approved Fee Credit Agreement Template can be found in **Appendix C**.

Credit Implementation

In general, credit for prior advance funding in excess of that used on all permits that have previously been applied for is to be allocated proportionately among the remaining lots in all tract maps, phases, units, and/or villages (either previously created or proposed) that have not yet been applied for.

This means that for the projects identified in this Study, as additional Single/Multi-Family units or GDA for Commercial/Industrial are constructed, the landowner will fund a portion of the Fee based on the relative proportionality between the remainder of a project not able to be funded from credit and the total remaining acreage left in the project after all previously absorbed units/acres. For purposes of this discussion, a unit/acre is to be considered absorbed if its building permit has been applied for.

For purposes of implementing this policy, the Local Agency will calculate this remaining amount of the Fee due as the individual building permits are issued for units/acres to be constructed in the project. However, collection of the Fee can be deferred until the final inspection of the home.

To calculate the amount of the Fee due at the issuance of the building permit, the number of GDA for each lot must be determined. This is a function of total GDA in each tract map, phase, unit, and/or village and the number of lots created in each of those tract maps, phases, units, and/or villages. The tables in **Appendix B** provide this information and identify the specific amount of acreage that the Fee must be paid for at the final inspection of each building permit. This information is provided on a map-by-map basis for each project by landowner.

The amount of the Fee due will be determined at the time the building permit is issued based on the acreage identified in the tables in **Appendix B** and the applicable Fee Rate at the time of building permit issuance. The collection of the Fee can be deferred until the final inspection of the unit for which the permit was issued.

4. REIMBURSEMENT POLICY

Reimbursement of Prior Advanced Funding in Excess of the Fee Obligation Due Landowners Due Reimbursement for Funding in Excess of the Regional Levee Fee Obligation

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

- Reimbursements will only be paid from Regional Levee 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.

At the time of this study there are no landowners due a reimbursement for funding in excess of the Regional Levee Fee.

Local Agencies Due Reimbursement for Advance Funding

The Cities of Lathrop and Manteca will be reimbursed for funding provided to advance the Mossdale Tract Area Project prior to January 1, 2018 consistent with the following underlying principles. **Table 2** summarizes the reimbursement amounts and **Appendix D** provides details on this advance funding.

- No reimbursements should be paid from development fees to a local 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.

Local Agencies Due Reimbursement for Interim Seed Money Funding

Interim Seed Money Funding will be repaid to the Local Agencies consistent with Section 6 of the Seed Money Funding Agreement dated June 12, 2018. The Interim Seed Money Funding will be repaid prior to any other reimbursements to landowners and local agencies. **Table 3** provides details on the seed money funding provided. Refer to **Appendix E** for a copy of the Seed Money Funding Agreement.

As demonstrated in **Table 3**, the City of Lathrop advanced an additional \$50,000 above the required \$65,000 initial Seed Money Funding Agreement requirement. This additional contribution was to ensure that work on the Mossdale Tract Project continued under SJAFCA direction without interruption while the Seed Money Funding Agreement was finalized. It is expected that this additional contribution be repaid consistent with the principles of the Seed Money Funding Agreement and prior to the repayment of the equal contributions made by each of the Local Agencies.

Reimbursement Implementation

Reimbursement payments will be made by SJAFCA to the Local Agencies as revenues from the fee and other funding mechanisms are available consistent with the principles adopted by the SJAFCA BOD.

Table 1
Mossdale Tract Area Advance Funding Credit & Reimbursement Study
Payment Schedule for Remaining Units/GDA for Landowner Projects with Advance Funding

Formula	Description	Richland Communities South Lathrop (Industrial)	Saybrook, LLC Stanford Crossing (Single Family Residential)
A	Advance Funding Credit [1]	\$1,349,453.12	\$712,480.46
B	Total Project GDA [2]	225.21	89.37
C	Total Project Units [2]	N/A	423
D = B/A	GDA/Unit	N/A	0.21
F	Intial Fee Rate Per GDA [3]	\$14,729.00	\$17,702.00
G = A/Initial Fee	Total GDA Credit	91.62	38.12
H	GDA Absorbed [2][4]	49.62	0.00
I = B-H	GDA Remaining	175.59	89.37
J = G-H	GDA Credit Remaining	42.00	38.12
K = I-J	GDA Obligation Remaining	133.59	51.25
L = J/I	GDA Credit Percent	23.92%	42.65%
M = K/I	GDA Obligation Percent	76.08%	57.35%

[1] See Appendix A for additional information and sources.

[2] See Appendix B for additional information and sources.

[3] The Initial Fee per GDA is used to calculate credit amounts. These rates can be found in the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study dated November 8, 2018.

[4] Absorbed GDA are assumed to be those units with building permits applied for before January 8, 2019.

Table 2
Mossdale Tract Area Advance Funding
Credit & Reimbursement Study
Local Agency Advance Funding Reimbursements

Local Agency	Advance Funding Amount
City of Lathrop [1]	\$1,005,305.00
City of Manteca [2]	\$962,124.66
Total	\$1,967,429.66

Source: Appendix D

[1] Amount provided by City of Lathrop from Project Transaction Report dated March 2019.

[2] Amount provided by City of Manteca from Expense Ledger Detail Listings for FY 2015-2018.

Table 3
Mossdale Tract Area Advance Funding
Credit & Reimbursement Study
Local Agency Interim Seed Money Funding

Local Agency	Interim Seed Money Funding
City of Lathrop [1]	\$115,000.00
City of Manteca	\$65,000.00
City of Stockton	\$65,000.00
San Joaquin County	\$65,000.00
Total	\$310,000.00

[1] City of Lathrop advanced \$50,000 to SAJFCA prior to execution of the Seed Funding agreement to continue Project work uninterrupted.

Appendix A

Landowner Advance Funding

**Table A-1
 Mossdale Tract Area Advance Funding Credit & Reimbursement Study
 Landowner Advance Funding Summary**

Landowner	Funding Description	Funding Amount [1]
Richland Communities		
Contractor Agreement Financing		
	04/03/14 For PBI Agreement No. 1	\$14,415.00
	04/07/15 For PBI Agreement No. 5	\$21,160.00
	06/15/15 For PBI Agreement No. 5	\$100,000.00
	06/15/15 For PBI Agreement No. 5	\$400,000.00
	Subtotal PBI Payments	\$535,575.00
	04/07/15 For LWA Agreement No. 1	\$42,381.00
	05/01/17 For LWA Agreement No. 1	\$45,000.00
	Subtotal LWA Payments	\$87,381.00
	Interim Levee Impact Fees	
	11/08/18 Interim Levee Impact Fee - Parcel 2 (Wayfair Building)	\$726,497.12
	Subtotal Interim Levee Impact Fees	\$726,497.12
	Total Richland Advance Funding	\$1,349,453.12
Saybrook		
Contractor Agreement Financing		
	02/07/14 For PBI Agreement No. 1	\$13,020.00
	02/07/14 For PBI Agreement No. 1	\$15,345.00
	11/12/14 For PBI Agreement No. 4	\$25,000.00
	11/17/14 For PBI Agreement No. 5	\$500,000.00
	Subtotal PBI Payments	\$553,365.00
	03/31/16 For LWA Agreement No. 1(B)	\$54,073.00
	05/01/17 For LWA	\$87,713.00
	Subtotal LWA Payments	\$141,786.00
	03/29/16 EPS Invoice 162006-1	\$6,170.00
	05/17/16 EPS Invoice 162006-2	\$6,072.50
	06/21/16 EPS Invoice 162006-3	\$4,621.96
	06/21/16 EPS Invoice 162006-4	\$465.00
	Subtotal EPS Payments	\$17,329.46
	Total Saybrook Advance Funding	\$712,480.46

Source: City of Lathrop, Saybrook

[1] Backup documentation available under separate cover.

Appendix B

Landowner Project

Map Details

**Table B-1
 Mossdale Tract Area Advance Funding Credit & Reimbursement Study
 Landowner Project Details Summary**

Project Identification	Map Acres	Fee Acres	Units	Notes
Richland Communities				
South Lathrop (Industrial) - Parcel Map 17-01				
Streets	12.93	-	-	Glacier St, Jefferson Wy, Madruga Rd and Yosemite Ave
Parcel 1	26.08	26.08	-	
Parcel 2	49.62	49.62	-	Absorbed Parcel
Parcel 3	51.46	51.46	-	
Parcel 4	44.72	44.72	-	
Parcel 5	15.20	15.20	-	
Parcel 6	12.50	12.50	-	
Parcel 7	9.44	9.44	-	
Parcel 8	6.90	6.90	-	
Parcel 9	9.29	9.29	-	
Parcel A	18.39	-	-	Storm Drain/Sewer
Parcel B	6.32	-	-	Park Parcel
Parcel C	9.16	-	-	RD 17 Levee
Parcel D	0.50	-	-	RD 17 Levee
	<u>272.51</u>	<u>225.21</u>	<u>-</u>	
Saybrook, LLC				
Stanford Crossing (Single Family Residential) - Tract 3789				
Streets	0.88	-	-	Unnamed Private Streets
Lot 1	22.86	22.86	95	
Lot 2	22.72	22.72	96	
Lot 3	15.21	15.21	77	
Lot 4	12.33	12.33	66	
Lot 5	16.25	16.25	89	
Lot 6	4.13	-	-	Park Parcel
	<u>94.38</u>	<u>89.37</u>	<u>423</u>	

Source: City of Lathrop

Richland South Lathrop Industrial Recorded Parcel Map

26-114

OWNER'S STATEMENT:

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

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

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

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

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

WE ALSO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

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

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

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

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

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

THIS MAP SHOWS ALL EASEMENTS OF RECORD

DATED THIS 6th DAY OF September, 2018

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

BY: QHI WEST 109 SOUTH LATHROP LAND, L.P.
A DELAWARE LIMITED PARTNERSHIP,
ITS MANAGING MEMBER

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

BY: 8 Le

NAME: SEAN D. LAE

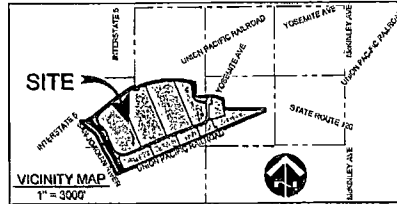
TITLE: VICE PRESIDENT

PARCEL MAP 17-01

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

Mackay & Somp

ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR., PLEASANTON, CA 94589 (925)225-0690
AUGUST 2018



OWNERS' ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA TEXAS } SS
COUNTY OF DALLAS

ON September 6th 2018, BEFORE ME Nadejda Perrova, A NOTARY PUBLIC, PERSONALLY APPEARED Sean D. Lae

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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Nadejda Perrova

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
NADEJDA PERROVA

PRINCIPAL PLACE OF BUSINESS: 3800 Maple Ave, Ste 209, Dallas, TX

COMMISSION EXPIRES: 04-26-2022

COMMISSION # OF NOTARY: 128251504



COUNTY RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF October, 2018, AT 12:05 P.M.
IN BOOK 26 OF PARCEL MAPS, AT PAGES 114 THROUGH ---, AT THE REQUEST OF FIRST
AMERICAN TITLE COMPANY.

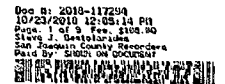
FEE \$ 108.00

Steve J. Bestolardes

STEVE J. BESTOLARDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: Marina Lassiter

ASSISTANT DEPUTY RECORDER



26-114

26-114A

SIGNATURE OMISSIONS:

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

1. STANISLAUS ELECTRIC POWER COMPANY (NOW PG&E)
 - a. VOL. 58, BOOK A, PAGE 444, S.J.C.R. (ELECTRIC TRANSMISSION LINES)
 - b. VOL. 58, BOOK A, PAGE 487, S.J.C.R. (ELECTRIC TRANSMISSION LINES)
2. SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PG&E)
 - a. VOL. 187, BOOK A, PAGE 221, S.J.C.R. (PUBLIC UTILITIES)
 - b. VOL. 193, BOOK A, PAGE 59, S.J.C.R. (PUBLIC UTILITIES)
 - c. VOL. 357, PAGE 118, S.J.C.R. (PUBLIC UTILITIES)
 - d. VOL. 127, BOOK A, PAGE 133, S.J.C.R. (PUBLIC UTILITIES)
3. RECLAMATION DISTRICT 17
 - a. INSTRUMENT NO. 89094905, S.J.C.R. (LEVEE)
 - b. INSTRUMENT NO. 89094907, S.J.C.R. (LEVEE)
4. SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT
 - a. BOOK 1588, OR 287, S.J.C.R. (FLOOD CONTROL)
 - b. BOOK 2457, PAGE 547, S.J.C.R. (FLOOD CONTROL)
 - c. BOOK 2478, PAGE 414, S.J.C.R. (FLOOD CONTROL)
 - d. BOOK 2484, PAGE 258, S.J.C.R. (FLOOD CONTROL)
 - e. INSTRUMENT NO. 2002048444, S.J.C.R. (FLOOD CONTROL)
 - f. INSTRUMENT NO. 2002010390, S.J.C.R. (FLOOD CONTROL)
5. PACIFIC GAS & ELECTRIC
 - a. BOOK 2408, PAGE 342, S.J.C.R. (POLE LINES AND UTILITIES)
 - b. BOOK 2542, PAGE 158, S.J.C.R. (POLE LINES AND UTILITIES)
 - c. BOOK 2561, PAGE 597, S.J.C.R. (POLE LINES AND UTILITIES)
 - d. BOOK 3187, PAGE 87, S.J.C.R. (POLE LINES AND UTILITIES)
 - e. BOOK 3193, PAGE 537, S.J.C.R. (POLE LINES AND UTILITIES)
 - f. BOOK 4291, PAGE 70, S.J.C.R. (POLE LINES AND UTILITIES)
 - g. BOOK 4291, PAGE 72, S.J.C.R. (POLE LINES AND UTILITIES)
 - h. INSTRUMENT NO. 8711488, S.J.C.R. (POLE LINES AND UTILITIES)
 - i. INSTRUMENT NO. 87114871, S.J.C.R. (POLE LINES AND UTILITIES)
 - j. INSTRUMENT NO. 8821397, S.J.C.R. (POLE LINES AND UTILITIES)
6. WALTER KEENEY AND JOHANNA KEENEY
 - a. INSTRUMENT NUMBER 2018075032, S.J.C.R. (DRIVEWAY EASEMENT)

RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15, CHAPTER 15.404, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATIONS, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HERIN ENCLOSED MAP ENTITLED "PARCEL MAP 17-01, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTH LATHROP COMMERCE CENTER" CONSISTING OF NINE (9) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE 10 DAY OF September, 2018, AND THAT SAID CITY COUNCIL DID THEREUPON, BY RESOLUTION NO. 18-444, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDED AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL A, PARCEL B, AND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS AND WAYS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

DATED THIS 18 DAY OF October, 2018.

Teresa Vargas
TERESA VARGAS
CITY CLERK

SECRETARY OF THE PLANNING COMMISSION STATEMENT:

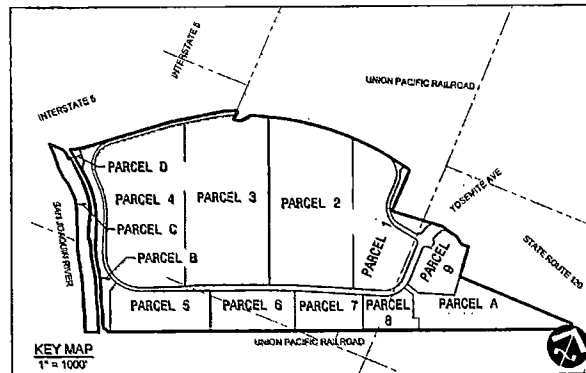
THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 18-94 APPROVED BY THE PLANNING COMMISSION ON THE 10th DAY OF April, 2018. CITY COUNCIL *10/21*

DATED THIS 18th DAY OF October, 2018

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

STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "SOUTH LATHROP COMMERCE CENTER, LATHROP, CALIFORNIA, GEOTECHNICAL EXPLORATION PROJECT NO. 0282102100 AND DATED NOVEMBER 20, 2017, REVISED DECEMBER 3, 2018, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, AND IS ON FILE WITH THE CITY OF LATHROP.



SURVEYOR'S STATEMENT:

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

Ann Bruce Macdonald
ANN BRUCE MACDONALD
L.S. NO. 8817
REGISTRATION EXPIRES: DECEMBER 31, 2019



CITY SURVEYOR'S STATEMENT:

I, ANNE SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 7th DAY OF September, 2018

Anne Sophie Truong
ANNE SOPHIE TRUONG, L.S. 8988
CITY SURVEYOR



CITY ENGINEER'S STATEMENT:

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

DATED THIS 10th DAY OF September, 2018

Glenn Gebhardt
GLENN GEBHARDT, P.C.E. 34681
CITY ENGINEER



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

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0890
AUGUST 2018

26-114A

BASIS OF BEARINGS:

BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N1233338'E BETWEEN THE FOUND 2-1/2" ALUMINUM DISK AT THE CALTRANS HPGN DESIGNATION STATION D-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,069,368.44, E 6,321,454.35) AND THE FOUND 3" BRASS DISK AT THE USCGS TRIANGULATION STATION "MATHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83, E 6,333,795.19).

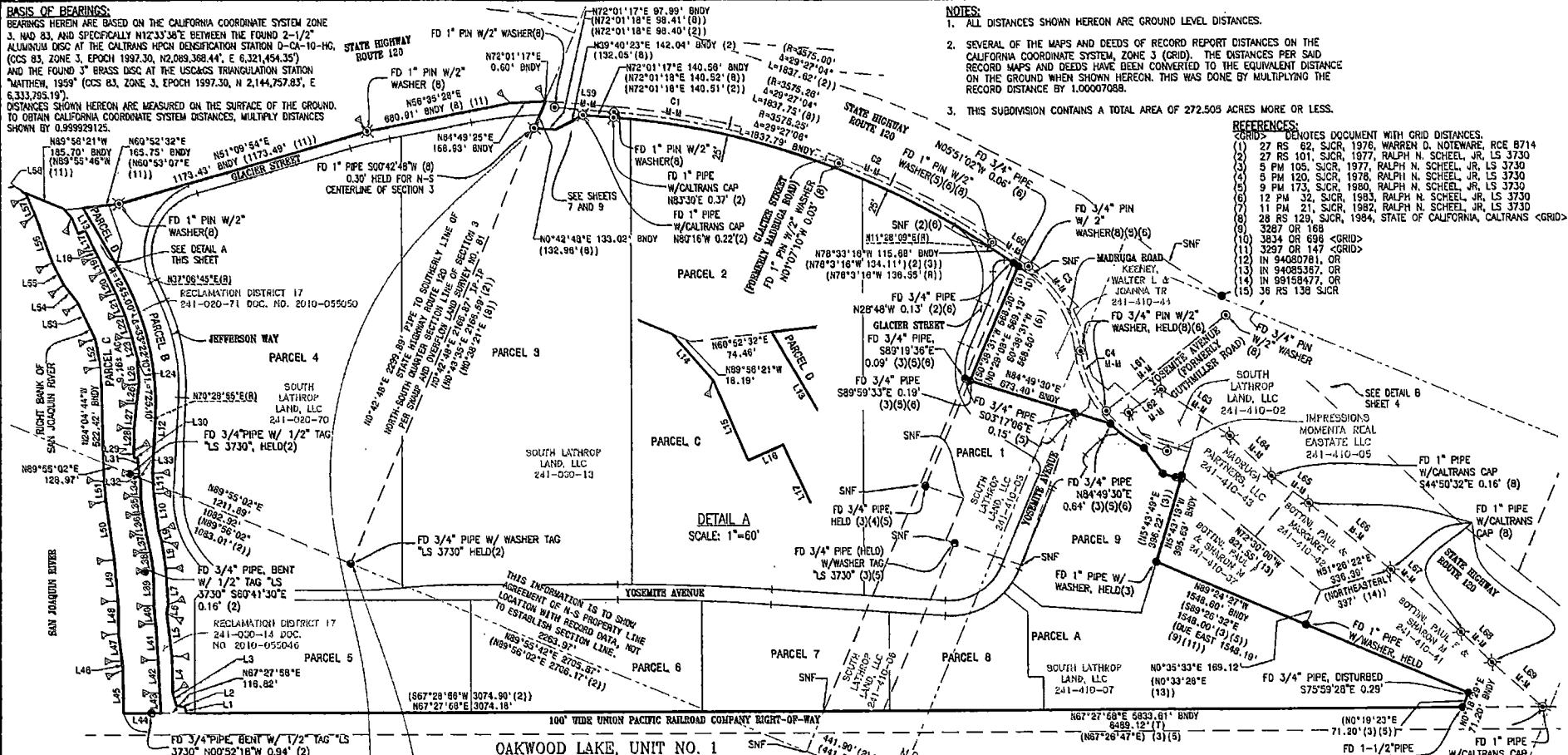
DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.

NOTES:

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

REFERENCES:

- NOTES DOCUMENT WITH GRID DISTANCES.
- (1) 27 RS 62, SICR, 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, SICR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, SICR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, SICR, 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, SICR, 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, SICR, 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, SICR, 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, SICR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 698 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94083387, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 SICR



FOUND 3" BRASS DISK IN CONCRETE STAMPED US COAST AND GEODETIC SURVEY TRIANGULATION STATION MATHEW 1959 ON WEST MATHEWS ROAD AT THE SAN JOAQUIN JUVENILE HALL PER HSS DATASHEET PID HSD1118 DESIGNATION MATHEW, CCS83 ZONE 3 (1997.30 EPOCH) NORTH 2,144,757.83, EAST 6,333,795.19 AS SHOWN ON THE PARCEL MAP FILED IN BOOK 23 OF PARCEL MAPS, AT PAGE 9, SAN JOAQUIN COUNTY RECORDS

FOUND 2-1/2" ALUMINUM DISK IN MONUMENT WELL STAMPED CALIFORNIA DEPARTMENT OF TRANSPORTATION CA-HPGN-DESIGNATION STA 10-HG 1993 ON THE WEST SIDE OF MASSON ROAD AT TRINKLE AG FLYING INC. PER HSS DATASHEET PID AM256 DESIGNATION HPGN D CA 10 HG, CCS83 ZONE 3 (1997.30 EPOCH) NORTH 2,069,368.44, EAST 6,321,454.35 AS SHOWN ON THE PARCEL MAP FILED IN BOOK 23 OF PARCEL MAPS, AT PAGE 9, SAN JOAQUIN COUNTY RECORDS

LEGEND

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

BOUNDARY AND SHEET INDEX
SEE SHEET 4 FOR LINE AND CURVE TABLES

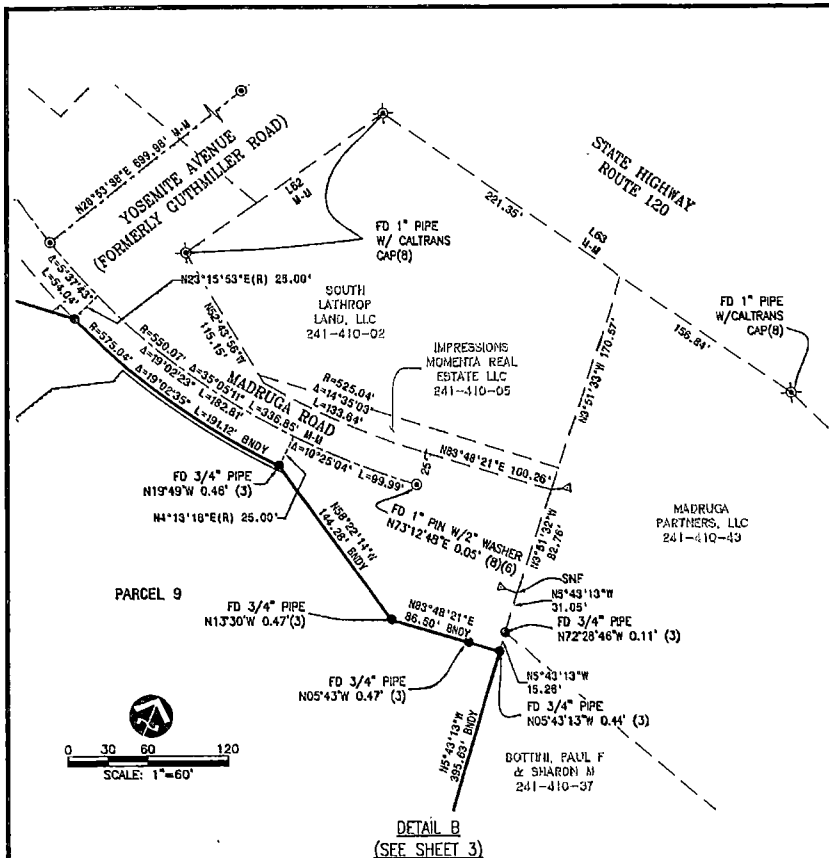
PARCEL MAP 17-01

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

Mackay & Soms

ENGINEERS PLANNERS SURVEYORS
51126 FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
SHEET 3 OF 9 AUGUST 2018 25223.010

26-114C



Line #	Bearing	Length
L1	N39°59'11"W	27.95'
L2	N80°58'06"E	40.40'
L3	N39°59'11"W	55.76'
L4	N23°58'42"W	170.57'
L5	N29°15'20"W	194.83'
L6	N14°11'32"W	41.84'
L7	N26°03'20"W	107.19'
L8	N30°44'53"W	128.94'
L9	N39°28'25"W	48.34'
L10	N29°49'35"W	173.09'
L11	N23°51'46"W	90.50'
L12	N19°31'05"W	251.47'
L13	N62°53'14"W	311.04'
L14	N63°38'28"W	56.44'
L15	N45°51'38"W	79.77'
L16	N43°61'39"E	35.24'
L17	N47°38'62"W	101.38'
L18	N50°57'14"W	31.95'
L19	N49°14'50"W	77.01'
L20	N48°37'20"W	110.78'

Line #	Bearing	Length
L21	N44°10'09"W	110.83'
L22	N39°38'38"W	107.07'
L23	N37°00'57"W	108.86'
L24	N54°02'51"E	6.34'
L25	N80°56'12"W	100.44'
L26	N15°07'51"W	89.94'
L27	N17°07'20"W	116.88'
L28	N21°41'19"W	100.00'
L29	N22°59'48"W	31.93'
L30	N65°28'05"E	16.93'
L31	N27°48'29"W	74.78'
L32	N22°12'10"W	17.43'
L33	N89°55'02"E	7.78'
L34	N22°12'10"W	87.99'
L35	N30°18'36"W	74.72'
L36	N32°20'28"W	100.03'
L37	N34°40'44"W	80.89'
L38	N30°50'28"W	84.76'
L39	N23°24'35"W	168.57'
L40	N28°23'00"W	82.37'

Line #	Bearing	Length
L41	N26°15'61"W	167.35'
L42	N25°26'45"W	149.21'
L43	N25°25'53"W	82.28'
L44	N67°27'58"E	108.93'
L45	N23°29'24"W	185.83'
L46	N27°05'11"W	44.22'
L47	N29°48'04"W	124.18'
L48	N23°27'58"W	148.70'
L49	N27°20'53"W	189.89'
L50	N30°35'09"W	271.66'
L51	N27°49'43"W	90.99'
L52	N33°35'20"W	129.87'
L53	N48°03'12"W	178.95'
L54	N59°35'07"W	108.23'
L55	N49°17'47"W	114.28'
L56	N42°11'59"W	294.59'
L57	N48°17'40"W	86.33'
L58	N47°07'48"W	21.82'

Line #	Bearing	Length	RECORD
L59 M-U	N72°01'17"E	272.52'	(N72°01'18"E 272.52' (8))
L60 M-U	N78°33'18"W	109.72'	(N79°48'38"E 199.71' (8)) (N78°31'38"E 199.67' (8))
L61 M-U	N29°53'38"E	699.98'	
L62 M-U	N32°02'40"E	181.74'	
L63 M-U	N78°11'04"W	378.19'	
L64 M-U	N89°20'16"W	264.01'	
L65 M-U	N76°16'40"W	210.67'	
L66 M-U	N72°59'24"W	484.54'	
L67 M-U	N70°37'17"W	430.00'	
L68 M-U	N88°15'37"W	200.14'	
L69 M-U	N71°08'50"W	308.16'	

MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION UNLESS OTHERWISE NOTED

Curve #	Radius	Delta	Length
C1 M-U	3600.26'	10°51'47"	1059.61'
C2 M-U	3600.26'	12°35'19"	791.00'
C3 M-U	550.04'	48°57'08"	469.94'
C4 M-U	550.04'	31°31'30"	302.64'

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

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

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

- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
 - (1) 27 RS 82, SJCR, 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (3) 5 PM 105, SJCR, 1977, RALPH N. SCHEEL, JR, LS 3730
 - (4) 5 PM 120, SJCR, 1978, RALPH N. SCHEEL, JR, LS 3730
 - (5) 9 PM 173, SJCR, 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, SJCR, 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, SJCR, 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, SJCR, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 168
 - (10) 3834 OR 698 <GRID>
 - (11) 3287 OR 147 <GRID>
 - (12) IN 94080781, OR
 - (13) IN 94083367, OR
 - (14) IN 99158477, OR
 - (15) 36 RS 138 SJCR

BASIS OF BEARINGS:
 BEARINGS HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPCH DENSIFICATION STATION D-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE US&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,333,795.19').
 DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.99929125.

PARCEL MAP 17-01
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 SOUTH LATHROP COMMERCE CENTER
 A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
 SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN, CALIFORNIA
Mackay & Somp
 ENGINEERS PLANNERS SURVEYORS
 51428 FRANKLIN DR. PLEASANTON, CA 94588 (925)225-0690
 SHEET 4 OF 9 AUGUST 2018 25223.010

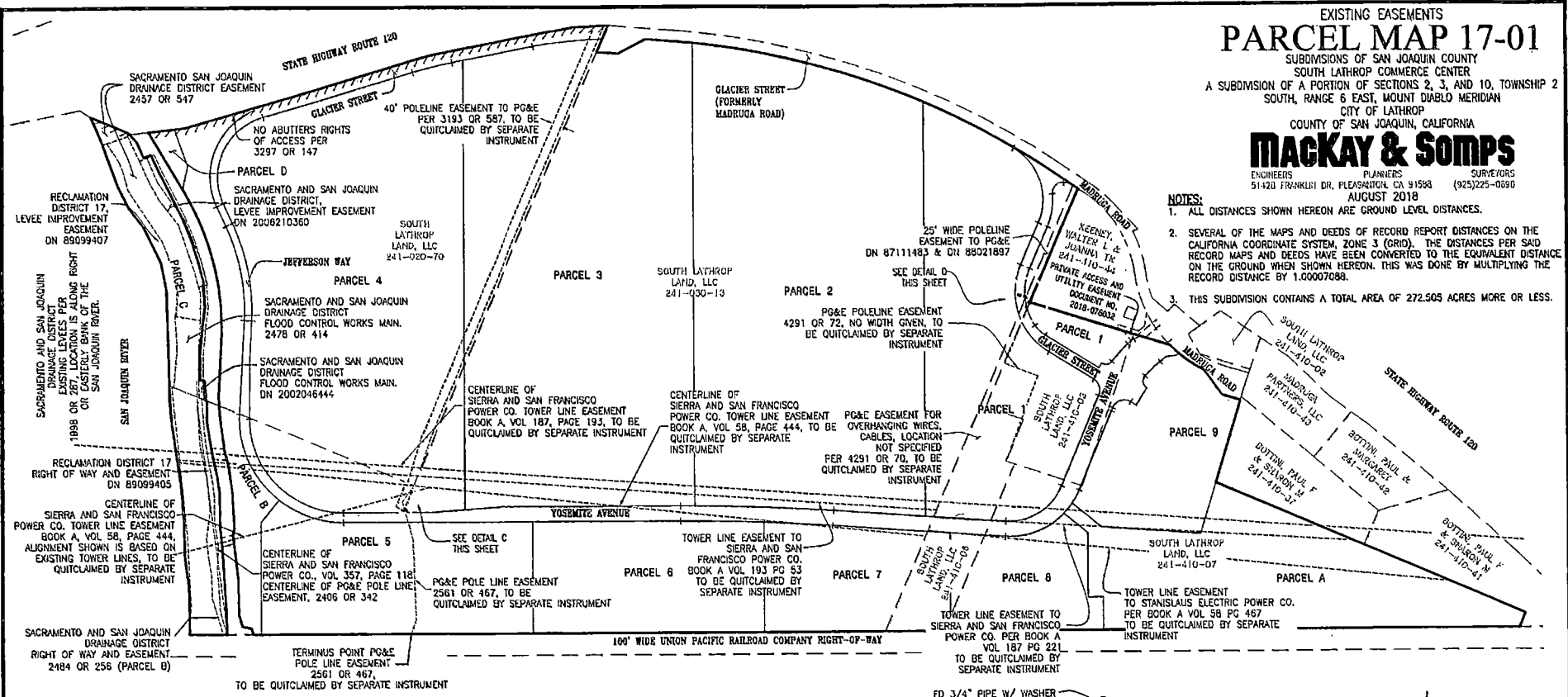
26-114C

26-114D

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

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 51420 FRANKLIN DR., PLEASANTON, CA 94568 (925)225-0690
 AUGUST 2018

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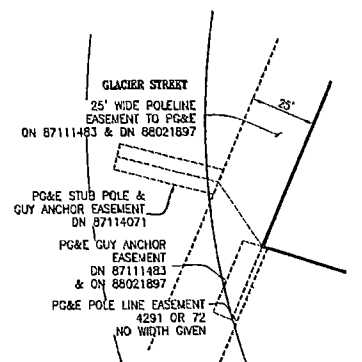
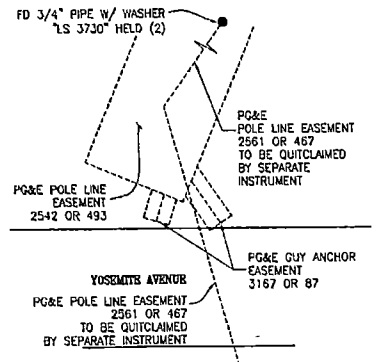
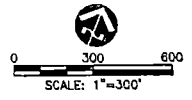
- REFERENCES:**
- <GRID> DENOTES DOCUMENT WITH GRID DISTANCES.
- (1) 27 RS 62, S.J.C.R. 1976, WARREN D. NOTEWARE, RCE 8714
 - (2) 27 RS 101, S.J.C.R. 1977, RALPH N. SCHEEL, JR, LS 3730
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 - (5) 5 PM 173, S.J.C.R. 1980, RALPH N. SCHEEL, JR, LS 3730
 - (6) 12 PM 32, S.J.C.R. 1983, RALPH N. SCHEEL, JR, LS 3730
 - (7) 11 PM 21, S.J.C.R. 1982, RALPH N. SCHEEL, JR, LS 3730
 - (8) 28 RS 129, S.J.C.R. 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
 - (9) 3287 OR 188
 - (10) 3834 OR 696 <GRID>
 - (11) 3297 OR 147 <GRID>
 - (12) IN 94080791, OR
 - (13) IN 94085367, OR
 - (14) IN 89158477, OR
 - (15) 36 RS 139 S.J.C.R.

BASIS OF BEARINGS:
 BEARINGS HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N17°33'30"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPGN DENSIFICATION STATION D-CA-10-HG, (CCS 83, ZONE 3, EPOCH 1997.30, N2,089,368.44", E 6,321,454.35") AND THE FOUND 3" BRASS DISC AT THE USC&GS TRIANGULATION STATION "MATTHEW, 1959" (CCS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83", E 6,333,795.19").
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LEGEND

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

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



26-114D

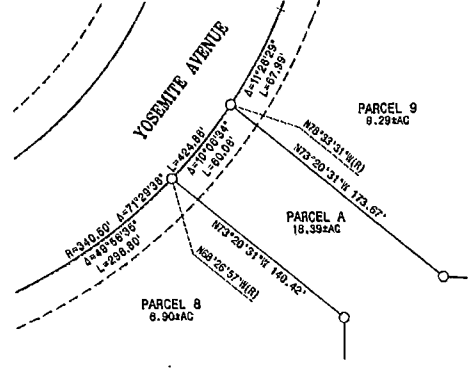
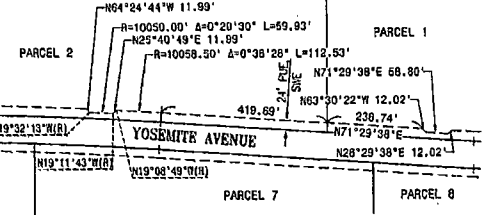
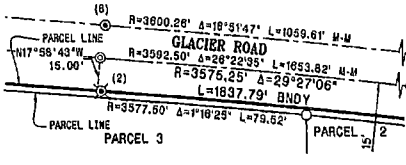
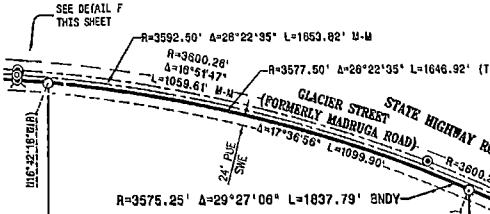
PARCEL MAP 17-01

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

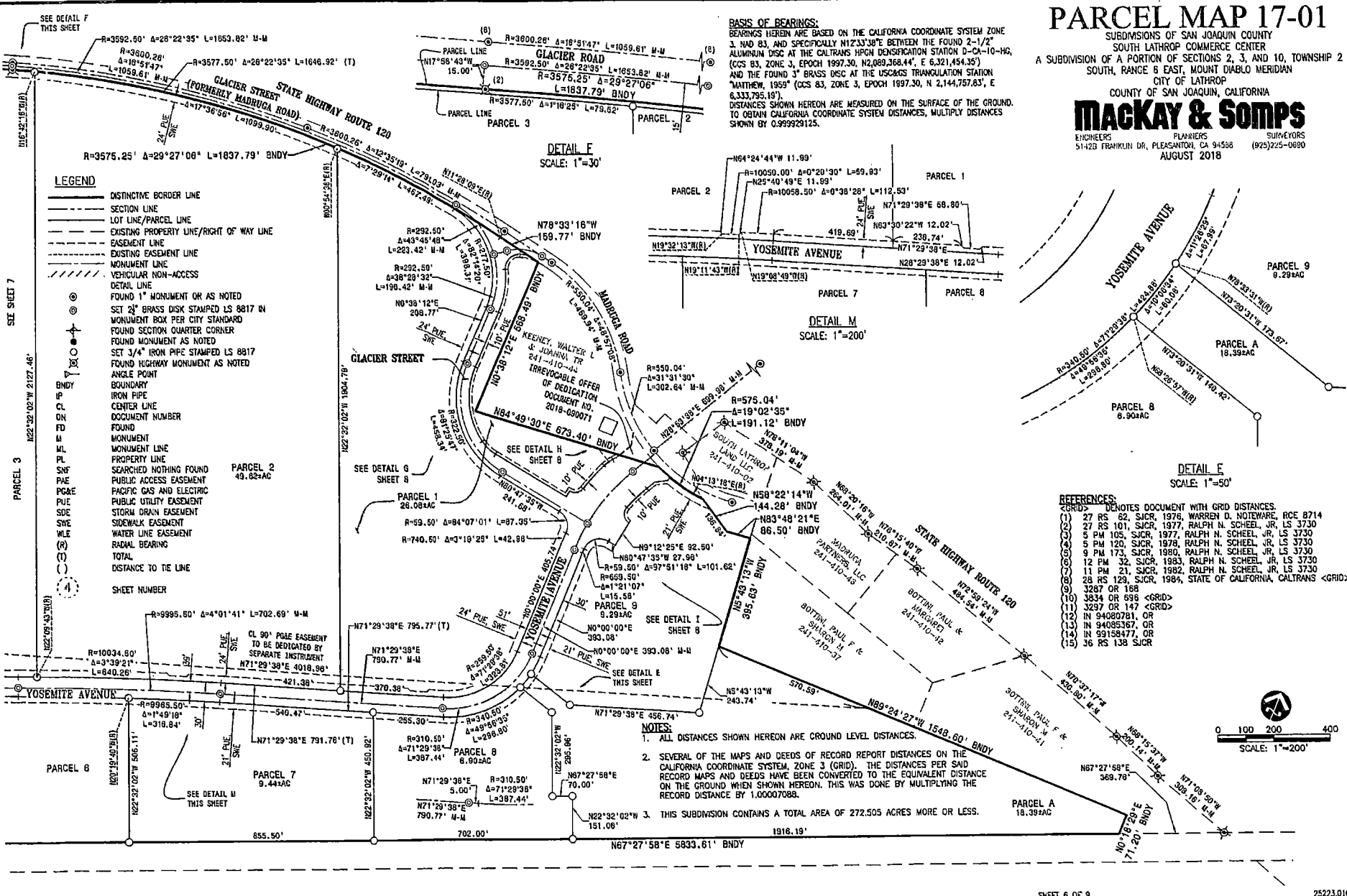
MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5112B FRANKLIN DR., PLEASANTON, CA 94586 (925)295-0690
AUGUST 2018

BASIS OF BEARINGS:
BEARINGS HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, NAD 83, AND SPECIFICALLY N12°33'38"E BETWEEN THE FOUND 2-1/2" ALUMINUM DISC AT THE CALTRANS HPGN DENEGATION STATION D-CA-10-HG, (COS 83, ZONE 3, EPOCH 1997.30, N2,089,268.44', E 6,321,454.35') AND THE FOUND 3" BRASS DISC AT THE US2028S TRIANGULATION STATION "MATTHEW, 1959" (COS 83, ZONE 3, EPOCH 1997.30, N 2,144,757.83', E 6,333,795.19'). DISTANCES SHOWN HEREON ARE MEASURED ON THE SURFACE OF THE GROUND. TO OBTAIN CALIFORNIA COORDINATE SYSTEM DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999929125.

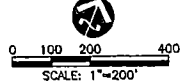


- LEGEND**
- DISTINCTIVE BORDER LINE
 - SECTION LINE
 - LOT LINE/PARCEL LINE
 - - - - EXISTING PROPERTY LINE/RIGHT OF WAY LINE
 - - - - EASEMENT LINE
 - - - - EXISTING EASEMENT LINE
 - - - - MONUMENT LINE
 - VEHICULAR NON-ACCESS DETAIL LINE
 - ⊙ FOUND 1" MONUMENT OR AS NOTED
 - ⊙ SET 2" BRASS DISK STAMPED LS 8817 IN MONUMENT BOX PER CITY STANDARD
 - ⊙ FOUND SECTION QUARTER CORNER FOUND MONUMENT AS NOTED
 - ⊙ SET 3/4" IRON PIPE STAMPED LS 8917 FOUND HIGHWAY MONUMENT AS NOTED
 - ▲ ANGLE POINT
 - BOUNDARY
 - IRON PIPE CENTER LINE
 - DOCUMENT NUMBER
 - FOUND MONUMENT LINE
 - MONUMENT LINE
 - PROPERTY LINE
 - S/N/ SEARCHED NOTHING FOUND
 - P/A/E PUBLIC ACCESS EASEMENT
 - P/G/R/E PACIFIC GAS AND ELECTRIC PUBLIC UTILITY EASEMENT
 - S/D/E STORM DRAIN EASEMENT
 - S/W/E SIDEWALK EASEMENT
 - W/L/E WATER LINE EASEMENT
 - (R) RADIAL BEARING
 - (T) TOTAL DISTANCE TO THE LINE
 - (4) SHEET NUMBER



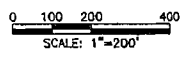
- REFERENCES:**
DENOTES DOCUMENT WITH GRID DISTANCES.
(1) 27 RS 62, S/C/R, 1978, WARREN D. NOTEMARE, RCE 8714
(2) 27 RS 101, S/C/R, 1977, RALPH N. SCHEEL, JR, LS 3730
(3) 5 PM 105, S/C/R, 1977, RALPH N. SCHEEL, JR, LS 3730
(4) 5 PM 170, S/C/R, 1978, RALPH N. SCHEEL, JR, LS 3730
(5) 9 PM 123, S/C/R, 1980, RALPH N. SCHEEL, JR, LS 3730
(6) 12 PM 32, S/C/R, 1983, RALPH N. SCHEEL, JR, LS 3730
(7) 11 PM 21, S/C/R, 1982, RALPH N. SCHEEL, JR, LS 3730
(8) 28 RS 129, S/C/R, 1984, STATE OF CALIFORNIA, CALTRANS <GRID>
(9) 3287 OR 158
(10) 3834 OR 696 <GRID>
(11) 3297 OR 147 <GRID>
(12) IN 94080781, OR
(13) IN 94085367, OR
(14) IN 99158477, OR
(15) 36 RS 138 S/C/R

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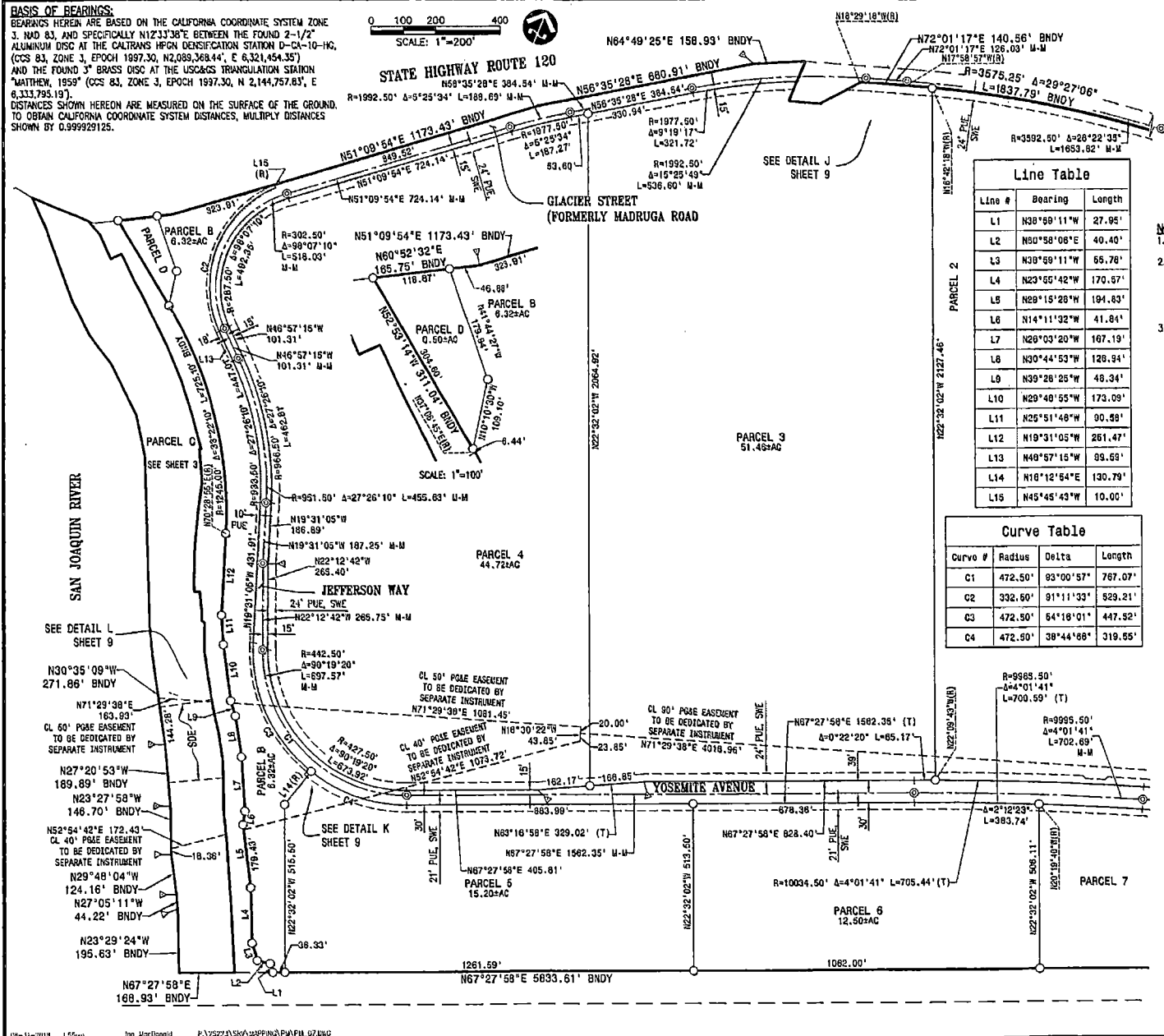


26-114F

BASIS OF BEARINGS:
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STATE HIGHWAY ROUTE 120



Line Table

Line #	Bearing	Length
L1	N30°09'11"W	27.95'
L2	N50°58'08"E	40.40'
L3	N30°09'11"W	65.78'
L4	N23°00'42"W	170.67'
L5	N29°15'28"W	194.83'
L6	N14°11'32"W	41.84'
L7	N20°03'20"W	167.19'
L8	N30°44'53"W	128.94'
L9	N30°28'25"W	48.34'
L10	N29°40'55"W	173.09'
L11	N25°51'48"W	90.89'
L12	N10°31'05"W	261.47'
L13	N40°07'15"W	99.63'
L14	N40°12'54"E	130.79'
L15	N45°45'43"W	10.00'

Curve Table

Curve #	Radius	Delta	Length
C1	472.50'	83°00'57"	787.07'
C2	332.60'	91°11'33"	829.21'
C3	472.50'	54°18'01"	447.52'
C4	472.50'	38°44'58"	319.55'

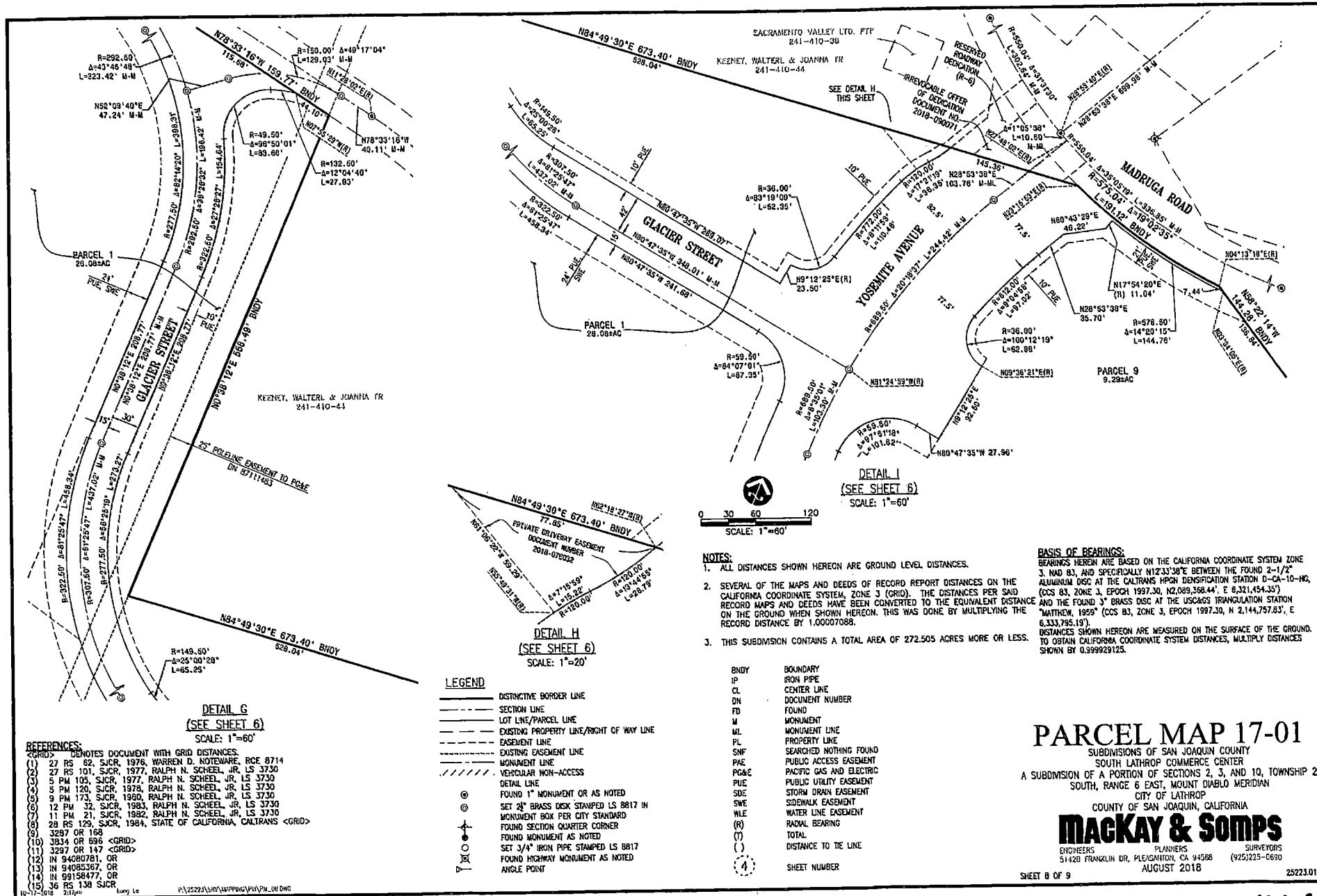
- REFERENCES:**
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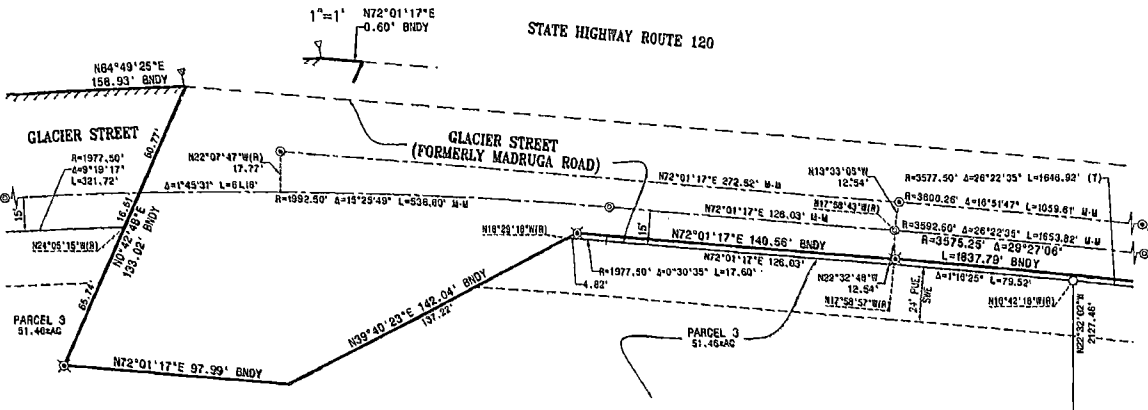
- LEGEND**
- DISTINCTIVE BORDER LINE
 - - - SECTION LINE
 - · - · LOT LINE/PARCEL LINE
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 - ⊙ FOUND MONUMENT AS NOTED
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 - ⊙ FOUND HIGHWAY MONUMENT AS NOTED
 - ⊙ ANGLE POINT
 - ⊙ BOUNDARY
 - ⊙ IRON PIPE
 - ⊙ CENTER LINE
 - ⊙ DOCUMENT NUMBER
 - ⊙ FOUND
 - ⊙ MONUMENT
 - ⊙ MONUMENT LINE
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 - ⊙ PUBLIC UTILITY EASEMENT
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 - ⊙ SIDEWALK EASEMENT
 - ⊙ WATER LINE EASEMENT
 - ⊙ RADIAL BEARING
 - ⊙ TOTAL
 - ⊙ DISTANCE TO THE LINE
 - ④ SHEET NUMBER

PARCEL MAP 17-01
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
 SOUTH LATHROP COMMERCE CENTER
 A SUBDIVISION OF A PORTION OF SECTIONS 2, 3, AND 10, TOWNSHIP 2
 SOUTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN
 CITY OF LATHROP
 COUNTY OF SAN JOAQUIN, CALIFORNIA
MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 51420 FRANKLIN DR. PLEASANTON, CA 94588 (925)225-0690
 SHEET 7 OF 9 AUGUST 2018 25223.010

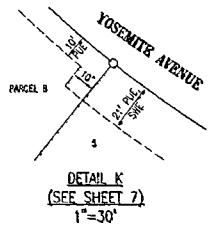
26-114F



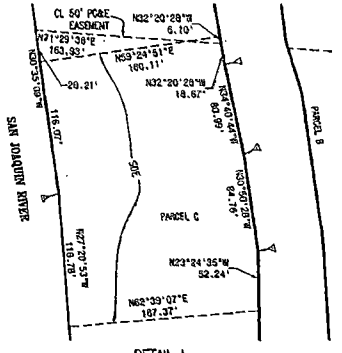
26-114 H



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



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



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

- REFERENCES:**
- GRID: DENOTES DOCUMENT WITH GRID DISTANCES.
- (1) 27 RS 82 SJCR, 1976, WARREN D. MONTAGNE, RCE 8714
 - (2) 27 RS 101 SJCR, 1977, RALPH N. SCHEEL, JR., LS 3730
 - (3) 9 PM 105 SJCR, 1977, RALPH N. SCHEEL, JR., LS 3730
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 - (14) IN 99158477, OR
 - (15) 38 RS 138 SJCR

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 - ⊙ FOUND 1" MONUMENT OR AS NOTED
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 - ⊕ FOUND SECTION QUARTER CORNER
 - ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET 3/4" IRON PIPE, STAMPED LS 8817
 - ⊙ FOUND HIGHWAY MONUMENT AS NOTED
 - ∠ ANGLE POINT
 - BNDY BOUNDARY
 - ⊕ IRN PIPE IRON PIPE
 - CL CENTER LINE CENTER LINE
 - DN DOCUMENT NUMBER
 - FD FOUND
 - M MONUMENT
 - ML MONUMENT LINE
 - PL PROPERTY LINE
 - SM SEARCHED NOTHING FOUND
 - PAC PUBLIC ACCESS EASEMENT
 - PG&E PACIFIC GAS AND ELECTRIC
 - PUE PUBLIC UTILITY EASEMENT
 - SUE STORM DRAIN EASEMENT
 - SWE SEWER EASEMENT
 - WLE WATER LINE EASEMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - () DISTANCE TO THE LINE
 - (4) SHEET NUMBER

PARCEL MAP 17-01

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

MACKAY & SOMPS

DRAWN BY: [Name] PLANNERS: [Name] SURVEYORS: [Name]
31420 FARMHUN DR., PLEASANTON, CA 94563 (925)225-0400
SHEET 9 OF 9 AUGUST 2018 25223.010

26-114 H

- NOTES:**
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 - THIS SUBDIVISION CONTAINS A TOTAL AREA OF 272.505 ACRES MORE OR LESS.

Saybrook Stanford Crossing Single Family Residential Large Lot Final Map

OWNER'S STATEMENT:

THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBODIED WITHIN THE DISTINCTIVE BORDER LINE OF THE HERETO ENCLOSED FINAL MAP ENTITLED "TRACT NO. 3789 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING" CONSISTING OF SIX (6) SHEETS, THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP IN FEE FOR PUBLIC RIGHT OF WAY PURPOSES:

- 1. THE REAL PROPERTY DESIGNATED ON SAID MAP AS 'LOT A':

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP MARKED "PUBLIC UTILITY EASEMENT" (PUE).

THE UNDERSIGNED DO HEREBY RELEASE, EXTINGUISH, CUTLAW AND REMOVE THE 20' PRIVATE ACCESS AND UTILITY EASEMENT OVER LOT 22 FOR THE BENEFIT OF LOT 25 AS SHOWN ON TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS.

THE AREAS DESIGNATED AS "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE) AS SHOWN UPON SAID MAP ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE PURPOSE OF PRIVATE INGRESS AND EGRESS AND ALL PRIVATE UTILITIES, INCLUDING ALL RELATED APPURTENANCES THERETO FOR THE BENEFIT OF THE ADJACENT LOTS. SAID "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE) SHALL AUTOMATICALLY TERMINATE UPON THE ACCEPTANCE BY THE CITY OF LATHROP OF A FUTURE DEDICATION OF PUBLIC STREET OVER THAT AREA COINCIDENT WITH THE "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE).

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATHROP, THAT THE UNDERSIGNED MAY HAVE, WITHIN THE DISTINCTIVE BORDER LINE UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD ON THE PREMISES

OWNER: LATHROP LAND ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME: JEFFREY M. WILSON

SIGNATURE: [Signature]

TITLE: OFFICER

DATE: 8-11-2017

OWNER'S ACKNOWLEDGEMENT:

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

STATE OF CALIFORNIA | SS COUNTY OF Alameda

ON August 11, 2017, BEFORE ME, Kelly A. Reyes, A NOTARY PUBLIC, PERSONALLY APPEARED Jeffrey M. Wilson

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS ATTRIBUTED CAPACITY, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: [Signature]

SIGNATURE: Kelly A. Reyes

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

PRINCIPAL PLACE OF BUSINESS: 514 Franklin Dr #15 Pleasanton, CA 94578

COMMISSION EXPIRES: October 11, 2019

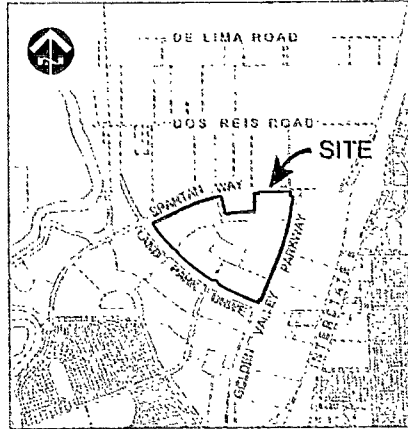
COMMISSION # OF NOTARY: 2130477

TRACT 3789

SUBDIVISIONS OF SAN JOAQUIN COUNTY

A SUBDIVISION OF LOTS 21 THROUGH 25, AND A PORTION OF LOT 20, OF TRACT 3613 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE & MERIDIAN

CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA MACKAY & SOMPS JULY, 2017



VICINITY MAP NOT TO SCALE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP LAND ACQUISITION LLC, IN NOVEMBER, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID FINAL MAP IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LATHROP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 10TH DAY OF AUGUST, 2017.

IAN BRUCE MACDONALD L.S. NO. 8817 REGISTRATION EXPIRES: 12-31-2017



RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 15 CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING HARROW CULTIVATION, CULTIVATIONS, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREHATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURAL ACTIVE REGION.

STATEMENT OF SOILS REPORT:

A SOILS REPORT ENTITLED, "GEO-TECHNICAL SERVICES REPORT, CENTRAL LATHROP SPECIFIC PLAN PHASE 1 INFRASTRUCTURE LATHROP, CALIFORNIA PROJECT NO. 5747.9.001.02 AND DATED OCTOBER 24, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO INCORPORATED, MARK M. GILBERT, P.E., G.E., AND IS ON FILE WITH THE CITY OF LATHROP.

CITY ENGINEER STATEMENT:

I, GLENN GEBHARDT, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 3789, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 13th DAY OF September, 2017.

[Signature] GLENN GEBHARDT, R.C.E. 37691 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TRUCHET, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 3789, SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING AND THAT THE SUBDIVISION SHOWN HEREON COMPLETS WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF August, 2017.

[Signature] ANNE-SOPHIE TRUCHET, L.S. NO. 8998 ACTING CITY SURVEYOR



CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HERETO EMBODIED MAP ENTITLED "TRACT NO. 3789 SUBDIVISIONS OF SAN JOAQUIN COUNTY, STANFORD CROSSING" CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE 12th DAY OF SEPTEMBER, 2017, AND THAT SAID CITY COUNCIL DID INTERCOMPLY BY RESOLUTION NO. 17-12-2017 DULY PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP, AND AUTHORIZED ITS RECORDATION AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, ALL WATER RIGHTS, AND REJECTED THE OFFER OF DEDICATION OF ALL PROPERTY AS SHOWN ON SAID MAP UNTIL THEIR IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.10 OF THE LATHROP CODE OF ORDINANCES.

SAID COUNCIL ALSO, PURSUANT TO SECTION 66431(g) OF THE SUBDIVISION MAP ACT THE CITY OF LATHROP DOES HEREBY ABANDON AND VACATE IN ITS ENTIRETY THE FOLLOWING:

- 1. THE ACCESS EASEMENT DESCRIBED AS PARCEL B IN DOCUMENT NUMBER 2013-036108, SAN JOAQUIN COUNTY RECORDS.

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

DATED THIS 19 DAY OF SEPTEMBER, 2017.

[Signature] TERESA VARGAS

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

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE VESTING TENTATIVE TRACT MAP NO. 3789 APPROVED BY THE PLANNING COMMISSION ON THE 18TH DAY OF DECEMBER, 2013.

DATED 19th THIS DAY OF September, 2017

[Signature] R. Schnidt

SECRETARY OF THE PLANNING COMMISSION

Doc #: 2017-128894 09/20/2017 01:11:41 PM Fee: 1.00 Page: 24.00 State: J. Bestolander San Joaquin County Recorder Paid by: [Signature]

COUNTY RECORDER'S STATEMENT:

FILED THIS 20 DAY OF SEP, 2017, AT 1:11 PM IN BOOK 462 OF MAPS AND PLATS, AT PAGE 94, AT THE REQUEST OF First American Title Co.

FEES: 24.00

[Signature] STEVE J. BESTOLANDER

ASSESSOR-RECORDER - COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

BY: [Signature] ASSISTANT/DEPUTY RECORDER

MANTECA UNIFIED SCHOOL DISTRICT
DOCUMENT NUMBER 2006-175798

REFERENCES:
(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.

BASIS OF BEARINGS:
THE BEARING NORTH 85°43'20" WEST BETWEEN FOUND MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES:
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
2. STREET MONUMENTS DESIGNATED ON THIS MAP TO BE SET ALONG LAND PARK DRIVE AND GOLDEN VALLEY PARKWAY WERE NEVER INSTALLED PER TRACT No. 3533 FILED IN BOOK 40 OF MAPS PAGE 100. MONUMENTS TO BE SET WITH BRASS DISK STAMPED LS 8817.
3. THIS SUBDIVISION CONTAINS A TOTAL AREA OF 94.37 ACRES MORE OR LESS.

ABANDONMENT NOTE:
PURSUANT TO ARTICLE 2, SECTION 68434(c) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

1. THE ACCESS EASEMENT AS DESCRIBED AS PARCEL D, RECORDED IN DOCUMENT NUMBER 2011-039108, SAN JOAQUIN COUNTY RECORDS

SEE SHEET G

- LEGEND**
- BOUNDARY LINE
 - LOT LINE/PARCEL LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - ⊙ FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
 - ⊙ SET 2 1/2" BRASS DISK STAMPED "LS 8517" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
 - ANGLE POINT
 - BOUNDARY
 - CL CENTERLINE
 - EX EXISTING
 - M-M MONUMENT TO MONUMENT
 - M-PL MONUMENT TO PROPERTY LINE
 - PUE PRIVATE ACCESS AND UTILITY EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - M&P MAPS AND PLATS
 - (R) RADIAL BEARING
 - { } PULLBACK DISTANCE
 - { } RECORD DISTANCE
 - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
 - INDICATES SHEET NUMBER
 - DETAIL LINE

Line Table

Line #	Bearing	Length
L1	N44°21'16"W	110.00'
L2	N61°53'15"E	81.00'
L3	N45°26'09"E	10.00'
L4	N45°28'09"E	10.00'

Curve Table

Curve #	Radius	Delta	Length
C1	3034.00'	0°23'54"	21.09'
C2	618.00'	3°44'57"	40.44'

TRACT 3789

SUBDIVISIONS OF SAN JOAQUIN COUNTY
STANFORD CROSSING

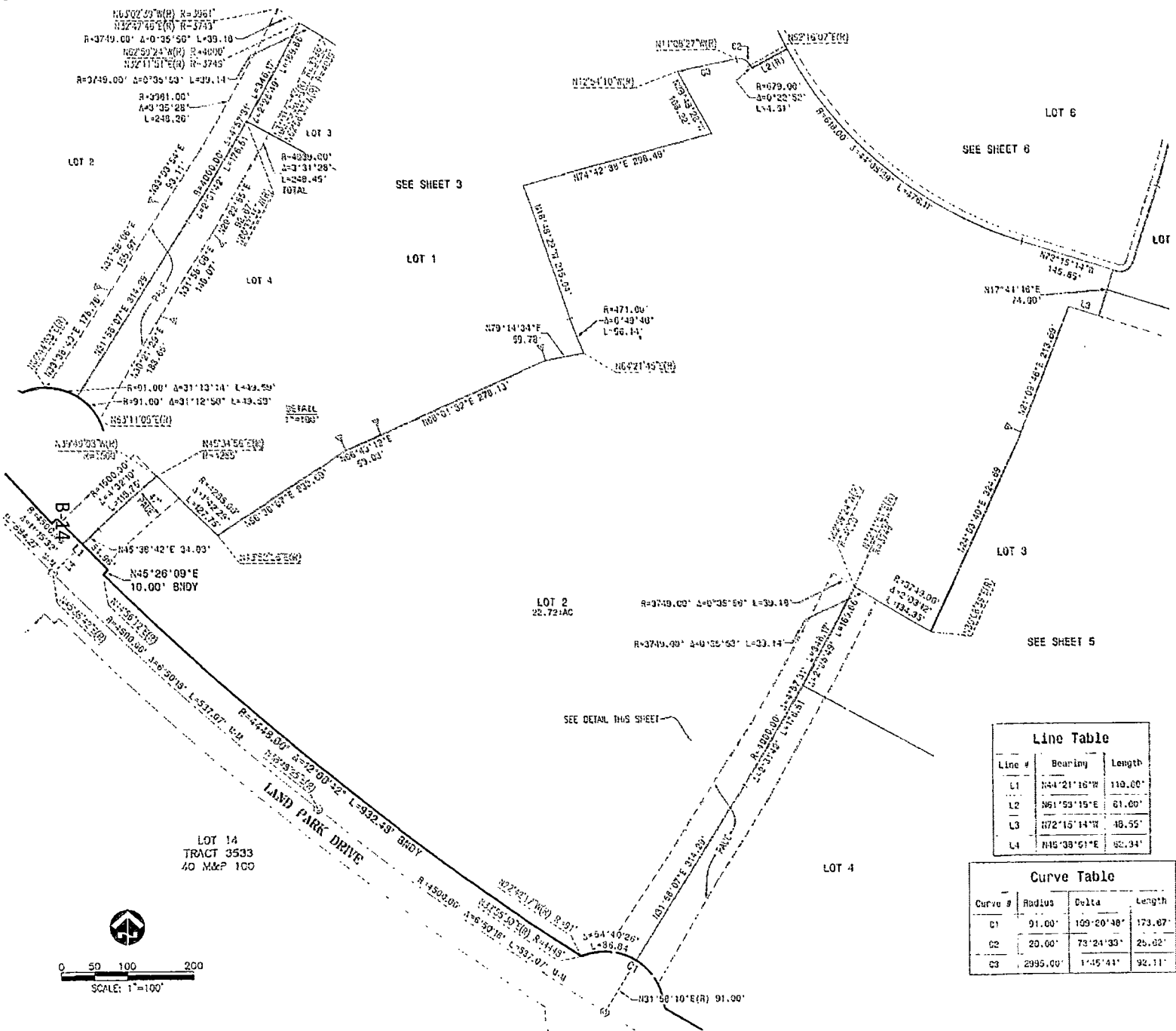
A SUBDIVISION OF LOTS 21 THROUGH 25, AND A PORTION OF LOT 26, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE & MERIDIAN

CITY OF LATHROP
SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

REGISTERED PROFESSIONAL SURVEYORS
SINCE 1928

42-99c



REFERENCES:
(B-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.

BASIS OF BEARINGS:
THE BEARING NORTH 89°49'29" WEST BETWEEN FOUND MONUMENTS ON SPARRAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533 IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

- NOTES:**
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. STREET MONUMENTS DIS'CAINED ON THIS MAP TO BE SET ALONG LAND PARK DRIVE AND GOLDEN VALLEY PARKWAY WERE NEVER INSTALLED PER TRACT NO. 3533 FILED IN BOOK 40 OF MAPS AND PLATS. MONUMENTS TO BE SET WITH BRASS DISK STAMPED LS 8817.
 3. THIS SUBDIVISION CONTAINS A TOTAL AREA OF 94.37 ACRES MORE OR LESS.

ABANDONMENT NOTICE:
PURSUANT TO ARTICLE 2, SECTION 66134(g) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

1. THE ACCESS EASEMENT AS DESCRIBED AS PARCEL U, RECORDED IN DOCUMENT NUMBER 2013-031083, SAN JOAQUIN COUNTY RECORDS

LEGEND

- BOUNDARY LINE
- LOT LINE/PARCEL LINE
- - - - EXISTING PROPERTY LINE
- - - - EASEMENT LINE
- - - - MONUMENT LINE
- ⊙ FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- ⊙ SET 2 1/2" BRASS DISK STAMPED "LS 8817" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ∠ ANGLE POINT
- BNDY BOUNDARY
- CL CENTERLINE
- EX EXISTING
- V-V MONUMENT TO MONUMENT
- V-PL MONUMENT TO PROPERTY LINE
- PAVE PRIVATE ACCESS AND UTILITY EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- M&P MAPS AND PLATS
- (R) RADIAL BEARING
- () PULLBACK DISTANCE
- [] RECORD DISTANCE
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- INDICATES SHEET NUMBER
- DETAIL LINE

Line Table

Line #	Bearing	Length
L1	N44°21'16"W	110.00'
L2	N61°53'15"E	61.00'
L3	N72°15'14"W	46.55'
L4	N45°39'51"E	82.34'

Curve Table

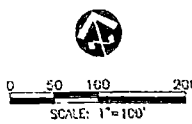
Curve #	Radius	Delta	Length
C1	91.00'	109°20'48"	173.67'
C2	20.00'	73°24'33"	25.02'
C3	2395.00'	1°45'44"	92.11'

TRACT 3789

SUBDIVISIONS OF SAN JOAQUIN COUNTY
STANDARD CROSSING
A SUBDIVISION OF LOTS 21 THROUGH 25, AND A PORTION OF LOT 28, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, T8N12E D180E BASE & MERIDIAN CITY OF LATHROP SAN JOAQUIN COUNTY, CALIFORNIA

Mackay & Soms
REGISTERED PROFESSIONAL SURVEYORS
1015 N. G ST. LATHROP, WA 98550
JULY, 2017

42-99c



REFERENCES:
(R-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.

BASIS OF BEARINGS:
THE BEARING NORTH 89°49'29" WEST BETWEEN FOUR MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

- NOTES:**
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. STREET MONUMENTS DESIGNATED ON THIS MAP TO BE SET ALONG LAND PARK DRIVE AND GOLDEN VALLEY PARKWAY WERE HELD & INSTALLED PER TRACT NO. 3533 FILED IN BOOK 40 OF MAPS PAGE 100. MONUMENTS TO BE SET WITH BRASS DISK STAMPED LS 8517.
 3. THIS SUBDIVISION CONTAINS A TOTAL AREA OF 94.37 ACRES MORE OR LESS.

ABANDONMENT NOTE:
PURSUANT TO ARTICLE 2, SECTION 66434(a) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

1. THE ACCESS EASEMENT AS DESCRIBED AS PARCEL E, RECORDED IN DOCUMENT NUMBER 2013-08103, SAN JOAQUIN COUNTY RECORDS

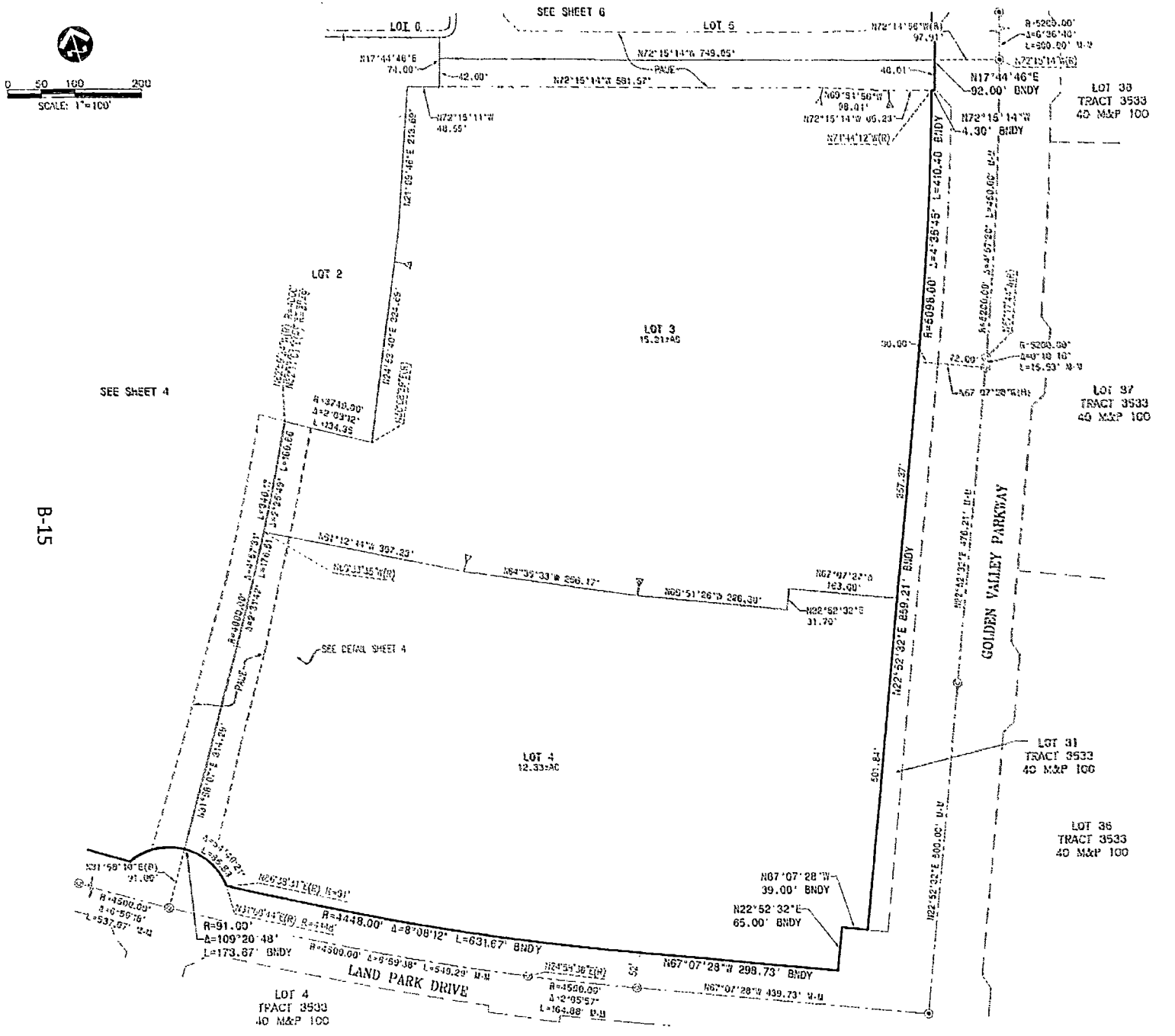
LEGEND

	BOUNDARY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	MONUMENT LINE
	FOUND 2 1/2" BRASS DISK IN CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
	SET 2 1/2" BRASS DISK STAMPED "LS 8517" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
	ANGLE POINT
	BOUNDARY
	CENTERLINE
	EXISTING
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	PRIVATE ACCESS AND UTILITY EASEMENT
	PUBLIC UTILITY EASEMENT
	MAPS AND PLATS
	RADIAL BEARING
	PULLBACK DISTANCE
	RECORD DISTANCE
	SAN JOAQUIN COUNTY RECORDS
	INDICATES SHEET NUMBER
	DETAIL LINE

TRACT 3789

SUBDIVISIONS OF SAN JOAQUIN COUNTY
STANFORD CROSSING
A SUBDIVISION OF LOTS 21 THROUGH 25, AND A PORTION OF LOT 26, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE 3 MERIDIAN

CITY OF LATHROP
SAN JOAQUIN COUNTY, CALIFORNIA
Mackay & Soms
REGISTERED PROFESSIONAL LAND SURVEYORS
10111 LATHROP AVENUE, SUITE 100, LATHROP, WA 98426
PH: 206.462.2222 FAX: 206.462.2223

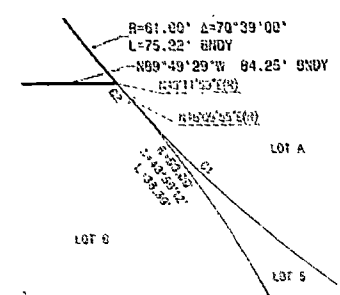
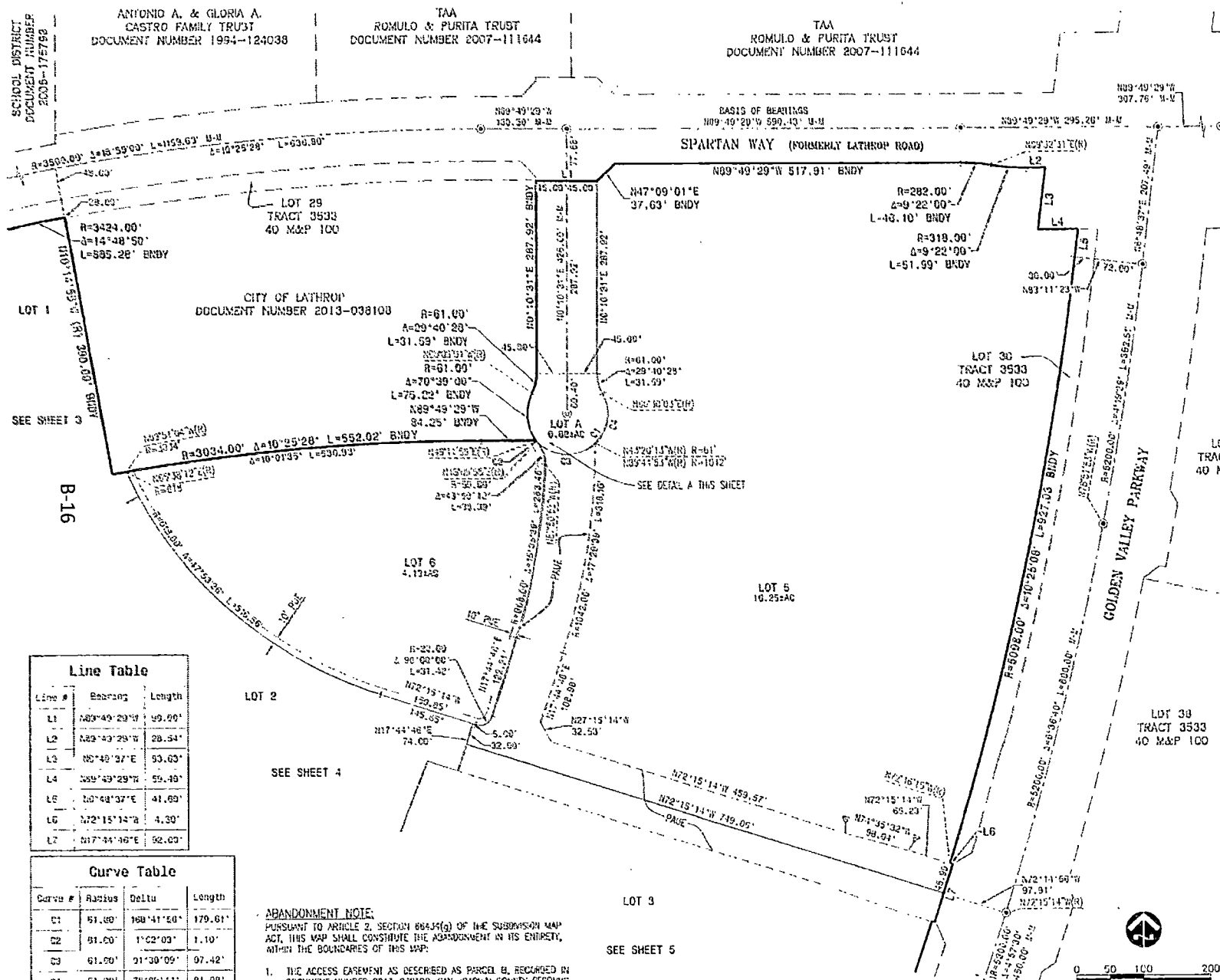


B-15

REFERENCES:
(H-1) TRACT NO. 3533 MAPS & PLATS BK. 40, PG. 100, S.J.C.R.

BASIS OF BEARINGS:
THE BEARING NORTH 83°49'29" WEST BETWEEN FOUND MONUMENTS ON SPARTAN WAY (FORMERLY LATHROP ROAD) AS SHOWN ON TRACT 3533, IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

- NOTES:**
1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
 2. STREET MONUMENTS DESIGNATED ON THIS MAP TO BE SET ALONG LAND PARK DRIVE AND GOLDEN VALLEY PARKWAY WERE NEVER INSTALLED PER TRACT NO. 3533 FILED IN BOOK 40 OF MAPS PAGE 100, MONUMENTS TO BE SET WITH BRASS DISK STAMPED LS 8317.
 3. THIS SUBMISSION CONTAINS A TOTAL AREA OF 94.37 ACRES MORE OR LESS.



LEGEND

- BOUNDARY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT LINE
- FOUND 2 1/2" BRASS DISK OR CONCRETE MONUMENT BOX UNLESS OTHERWISE NOTED
- SET 2 1/2" BRASS DISK STAMPED "LS 8317" IN MONUMENT BOX PER CITY OF LATHROP STANDARDS
- ∠ ANGLE POINT
- BOUNDARY
- CENTERLINE
- EXISTING
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- PRIVATE ACCESS AND UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT
- MAPS AND PLATS
- (R) RADIAL BEARINGS
- () PULLBACK DISTANCE
- () RECORD DISTANCE
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- INDICATES SHEET NUMBER
- DETAIL LINE

Line Table

Line #	Bearing	Length
L1	N89°49'29"W	59.00'
L2	N89°49'29"W	28.54'
L3	N89°48'37"E	53.63'
L4	N89°49'29"W	59.48'
L5	S67°48'37"E	41.89'
L6	N72°15'14"W	4.30'
L7	N77°44'46"E	92.60'

Curve Table

Curve #	Radius	Delta	Length
C1	51.00'	168°41'50"	170.61'
C2	61.00'	1°02'00"	1.10'
C3	61.00'	21°30'09"	97.42'
C4	61.00'	76°05'14"	61.09'

ABANDONMENT NOTE:
PURSUANT TO ARTICLE 2, SECTION 86634(g) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

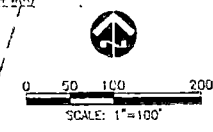
1. THE ACCESS EASEMENT AS DESCRIBED AS PARCEL B, RECORDED IN DOCUMENT NUMBER 2013-038109, SAN JOAQUIN COUNTY RECORDS

TRACT 3789
SUBDIVISIONS OF SAN JOAQUIN COUNTY
STANDARD CROSSING

A SUBDIVISION OF LOTS 21 THROUGH 25, AND A PORTION OF LOT 26, OF TRACT 3533 AS RECORDED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 100, SAN JOAQUIN COUNTY RECORDS BEING A PORTION OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE A MERIDIAN CITY OF LATHROP
SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS
REGISTERED PROFESSIONAL SURVEYORS
1000 N. G ST. LATHROP, CA 95250
TEL: 530-942-1111 FAX: 530-942-1112

JULY, 2017



Appendix C

Fee Credit Agreement Template

[SJAFCFA 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 (“SJAFCFA”), 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 (“SJCFCWCD”), 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, SJAFCFA, 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, SJAFCFA 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

Appendix D

Local Agency Advance Funding

**Table D-1
 Mossdale Tract Area Advance Funding
 Credit & Reimbursement Study
 Local Agency Funding Summary**

Local Agency	Funding Amount [1]
City of Lathrop	
06/30/14	\$25,000.00
11/12/14	\$45,000.00
11/12/14	\$250,000.00
11/17/14	\$50,000.00
05/01/15	\$500,000.00
06/30/15	\$12,000.00
05/31/16	\$90,000.00
02/28/17	\$33,305.00
Total Lathrop	\$1,005,305.00
City of Manteca	
Fiscal Year 2014/2015	\$638,603.19
Fiscal Year 2015/2016	\$208,702.16
Fiscal Year 2016/2017	\$73,350.33
Fiscal Year 2017/2018	\$41,468.98
Total Manteca	\$962,124.66

Source: City of Lathrop, City of Manteca

[1] Backup documentation available under separate cover.

Appendix E

Interim Seed Money Funding Agreement

A-18-248

**INTERIM SEED MONEY FUNDING AGREEMENT
AMONG THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY,
THE CITIES OF LATHROP, MANTECA, AND STOCKTON
AND THE COUNTY OF SAN JOAQUIN,
TO ADVANCE THE MOSSDALE PROJECT**

This interim Seed Money Funding Agreement (Agreement) is among the San Joaquin Area Flood Control Agency (SJAFCA), the Cities of Lathrop, Manteca, and Stockton, and the County of San Joaquin (the County) to provide initial funding for the advancement of the Mossdale Tract Area Project (the Project) and is made for convenience on this 12 day of June, 2018.

1. Recitals.

A. Whereas, the Mossdale Tract area currently has Federal Emergency Management Agency accreditation for a 100-year level of protection due in part to the continuing efforts of Reclamation District No. 17; and,

B. Whereas, the State of California has enacted Senate Bill 5, which requires an Urban Level of Protection (ULOP) for urban and urbanizing areas of the Central Valley, consisting of findings in conjunction with specified land development to ultimately achieve 200-year level of flood protection; and,

C. Whereas, the three Cities and the County (collectively, the Lending Agencies) each have land use authority over portions of the Mossdale Tract area and have vested interests in the protection and benefit of their residents to ensure that the Mossdale Tract area achieves ULOP; and,

D. Whereas, the Cities of Lathrop and Manteca have, prior to the Effective Date of this Agreement, used funds from various sources to initiate development of the Project to achieve ULOP; and,

E. Whereas, the Cities of Lathrop and Manteca have previously adopted Interim Levee Impact Fee Programs to collect funds to finance the Project; and,

F. Whereas, the Cities of Lathrop, Manteca, and Stockton, the County, and the San Joaquin County Flood Control and Water Conservation District, have amended and restated the Joint Exercise of Powers Agreement to add the Cities of Lathrop and Manteca, all for the coordinated planning for the control of waters within or flowing into the boundaries of the Joint Powers Agency (JPA), the protection of private and public property, and the creation of a regional voice regarding flood management issues; and,

G. Whereas, the Lending Agencies desire for SJAFCA to take over the planning and implementation of the Project, and will loan seed money to SJAFCA based on Section 24 of the JPA for initial Project efforts; and,

H. Whereas, SJAFCA can receive funding through loans offered by the Lending Agencies under JPA Section 24 to assume responsibility for the planning and implementation of the Project; and,

I. Whereas, the Lending Agencies desire to be repaid for the amounts loaned under this Agreement, and the Cities of Lathrop and Manteca also desire to be reimbursed for certain funds already expended to further the Project, to the extent funds are available in the SJAFCA budget for timely repayment without inhibiting the implementation of the Project.

Now, therefore, in consideration of the promises made herein, the Parties do hereby agree as follows:

2. Advancement of Mossdale Project. In consideration of Lending Agency loans provided under Section 3 below, SJAFCA will advance the Project for the remainder of Fiscal Years 2017-18 and 2018-19. While the Project Scope of Work may be updated during that time period and is ultimately subject to the adopted SJAFCA budget and any contracts approved by the SJAFCA Board to further the Project, the expected Project tasks for which the loaned money will be spent will at least consist of the following activities through the end of Fiscal Year 2018-19:

(A) Project activity budget costs associated with efforts that directly relate to maintaining and supporting Lending Agency ULOP adequate progress findings, including preparation of an annual update to the ULOP Adequate Progress Report to be made publicly available and submitted to the Central Valley Flood Protection Board by SJAFCA for the use of any Lending Agency; and,

(B) Development, establishment and administration of funding, crediting, and reimbursement programs for funding ULOP improvements, including:

- (1) Regional Levee Impact Fee Program;
- (2) Assessment District Overlay;
- (3) Enhanced Infrastructure Financing District efforts; and,
- (4) Support and coordination activities credited as local cost-share that advance State and Federal funding for the Project.

(C) SJAFCA operating budget consisting of staff and legal support directly expended to advance the Project and a proportional share of allocable overhead costs.

3. Seed Money Loans by Lending Agencies.

A. The Lending Agencies agree to loan to SJAFCA funding in the amounts specified in Sections 3.B. and 3.C. of this Agreement, according to the schedule provided in this Agreement, for SJAFCA to continue developing the Project as provided in Section 2.A.(1-3).

B. Within 30 days of a Lending Agency signing this Agreement, the Lending Agency agrees to make available to SJAFCA an initial loan in the amount of \$65,000 for the remainder of the Fiscal Year 2017-18 budget. Any funding provided to SJAFCA by a Lending Agency to advance the Project prior to the effective date of this Agreement shall count toward the initial obligation under this subsection.

C. On a quarterly basis, beginning in Fiscal Year 2018-19, SJAFCA will provide written notification to the Lending Agencies on SJAFCA's budgetary status regarding the need for additional funds for the Project to be provided via loans from the Lending Agencies in equal amounts. The Lending Agencies agree to provide such additional loans not to exceed a total of \$300,000 per Lending Agency (not including the original loan of \$65,000 per Lending Agency) through the end of Fiscal Year 2018-19. This not to exceed amount of \$300,000 per Lending Agency shall be further reduced by an amount equal to one-fourth of any Interim Levee Impact Fees collected by any of the Lending Agencies and provided to SJAFCA under Section 4 or Regional Levee Impact Fees collected by SJAFCA. For the sake of clarity, the Lending Agencies expressly agree that any such Interim Levee Impact Fees or Regional Levee Impact Fees shall equally offset the obligations of all the Lending Agencies under this subsection.

4. Interim Levee Impact Fees.

A. Within 15 days of a Lending Agency signing this Agreement, the Lending Agency agrees to transfer to SJAFCA any Interim Levee Impact Fees held by that Lending Agency at the time of the signing of the Agreement.

B. All Lending Agencies agree to promptly transfer to SJAFCA any Interim Levee Impact Fees collected by them at any time after the Effective Date of this Agreement. This provision shall not require the transfer funds more often than once in a 30 day period.

5. Effectiveness of Agreement. This Agreement shall be effective as to each Lending Agency upon the signing of the Agreement by SJAFCA and the counter-signing by that Lending Agency. It is anticipated that all four Lending Agencies will sign the Agreement, but the Parties

agree that the Agreement shall be effective as to any Lending Agency that signs the Agreement whether or not all Lending Agencies sign it.

6. Security for and Repayment of the Seed Money Loans.

A. Each loan made by a Lending Agency to SJAFCA under this Agreement shall be unsecured.

B. It is the intention of the Parties that the funds to be raised by SJAFCA under Section 2A(2) of this Agreement, along with potential funding from the State and Federal governments, will be sufficient to implement the Project and repay the Lending Agencies for the loans made under this Agreement, without interest. The Parties also intend for SJAFCA to reimburse the Cities of Lathrop and Manteca for any general, enterprise, or other funds expended by the Cities in furtherance of the Project prior to its transfer to SJAFCA.

C. At its discretion and at any time prior to the June 30, 2029 deadline, SJAFCA may make payments to Lending Agencies for the loans when and if doing so will not hinder advancement and completion of the Project. Unless the loans are forgiven pursuant to subsection 6D below SJAFCA shall repay all loans from Lending Agencies by June 30, 2029.

D. The Lending Agencies agree that the loans provided for under this Agreement will be forgiven if SJAFCA is unable to secure adequate permanent funding sources for the entirety of the Project. The SJAFCA Board shall make any determination that it is unable to secure adequate permanent funding for the entirety of the Project no earlier than January 1, 2021 and no later than December 31, 2023, and shall make any such determination based upon the then-current funding streams and efforts to develop funding streams for SJAFCA. If SJAFCA makes such a determination, it shall promptly provide notice to the Lending Agencies, and upon providing such notice the loan shall be deemed forgiven.

7. Additional Provisions.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action to compel arbitration or to enforce an arbitrator's decision pursuant to Section 7.K. shall be brought in San Joaquin Superior Court.

B. Time is of the Essence. For purposes of this Agreement, time is of the essence.

C. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement among the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties regarding the subject matter

hereof. This Agreement may not be amended except by the mutual written consent of all the Parties.

D. Waiver. Any provision of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but only by a writing signed by such Party stating that it waives such provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

E. Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect provided that the severance of the invalid or unenforceable provisions does not result in a material failure of consideration under this Agreement to any party hereto.

F. Headings. The headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of the Agreement.

G. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

H. Authority. The undersigned certify that they are fully authorized by the Party or Parties whom they represent to enter into the terms and conditions of this Agreement and able to legally bind such Party or Parties hereto.

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

J. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date delivered by hand; (2) the next business day following the date sent by overnight delivery service or sent by facsimile; or (3) on the third business day after mailing if deposited in the U.S. mail to the following addresses:

(1) Any notice to be given to the County of San Joaquin should be addressed as follows (or to such other address as County of San Joaquin may specify from time to time):
County of San Joaquin
ATTN: Public Works Director
P.O. 1810
Stockton, CA 95201

(2) Any notice to be given to the City of Lathrop should be addressed as follows (or to such other address as the City of Lathrop may specify from time to time):

Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330
Email: tvargas@ci.lathrop.ca.us
Phone: (209) 941-7230

(3) Any notice to be given to the City of Manteca should be addressed as follows (or to such other address as the City of Manteca may specify from time to time):

Lisa Blackmon, City Clerk
1001 W. Center Street
Manteca, CA 95337

Email: lblackmon@ci.manteca.ca.us
Phone: 209.456.8017

(4) Any notice to be given to the City of Stockton should be addressed as follows (or to such other address as the City of Stockton may specify from time to time):

Bret Hunter, City Clerk
425 N. El Dorado Street, 1st Floor
Stockton, CA 95202
Phone: (209) 937-8459
Fax: (209) 937-8447
bret.hunter@stocktonca.gov

(5) Any notice to be given to SJAFCA should be addressed as follows (or to such other address as SJAFCA may specify from time to time):

Executive Director
22 E. Webber Ave., Room 301
Stockton, CA 95202
(209) 937-8211

K. **Arbitration.** All disputes arising out of this Agreement shall be submitted to final and binding arbitration. A Party seeking to arbitrate a dispute arising out of this Agreement must notify the other Parties to the dispute in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within 1 year of discovery of the last event giving rise to the claim for breach or enforcement. Any such timely and properly noticed

claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the American Arbitration Association in accordance with the National Rules for Commercial Disputes. Each Party that is a party to the dispute shall, before arbitration commences, pay equal shares of the entire expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing Party some or all the arbitration costs, but no attorneys' fees incurred in connection with the arbitration, shall be awarded. The decision of the arbitrator shall be final and conclusive, and the Parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

COUNTY

CITY OF LATHROP

By: Robert V. Elliott 6/18/2018
ROBERT V. ELLIOTT Chair,
Board of Supervisors
County of San Joaquin,
State of California

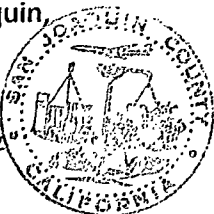
by: _____
Mayor

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

Date: _____

Attest and witness:

By: Mimi Duzenski
Clerk



By: _____

Date: 6/18/18

Approved as to Form:

APPROVED AS TO FORM:
By: Lawrence P. Meyers
LAWRENCE P. MEYERS
Deputy County Counsel

City Attorney

claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the American Arbitration Association in accordance with the National Rules for Commercial Disputes. Each Party that is a party to the dispute shall, before arbitration commences, pay equal shares of the entire expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing Party some or all the arbitration costs, but no attorneys' fees incurred in connection with the arbitration, shall be awarded. The decision of the arbitrator shall be final and conclusive, and the Parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

Date: _____

COUNTY OF SAN JOAQUIN

Attest and witness:

MIMI DUZENSKI

ROBERT V. ELLIOTT

By: _____
Clerk

by: _____
Chair, Board of Supervisors

Approved as to Form:

By: _____
LAWRENCE P. MEYERS
Deputy County Counsel



Date: _____

CITY OF LATHROP

Attest and witness:

By: TERESA VARGAS, City Clerk

By: SONNY DHALIWAL, Mayor

Approved as to Form:

By: SALVADOR NAVARRETE, City Attorney

Date: _____

CITY OF MANTECA

Attest and witness:

Lisa Blackmon
City Clerk

by: Tim Ogden
City Manager

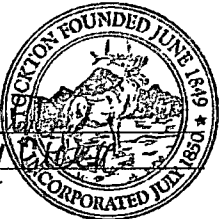
Approved as to Form:

John Brinton
City Attorney

Date: _____

CITY OF STOCKTON

Attest and witness:

By: Carey Smith
Deputy City Clerk


by: Michael Thoff
Mayor

Approved as to Form:

Tessa Myranda Jim
City Attorney

Date: _____

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Attest and witness:

By: _____

by: Scott L. Shapiro
Acting Executive Director

Approved as to Form:

General Counsel

Date: _____

CITY OF MANTECA

Attest and witness:

Lisa Blackmon
City Clerk

by: Tim Ogden
City Manager

Approved as to Form:

John Brinton
City Attorney

Date: _____

CITY OF STOCKTON

Attest and witness:

By: _____

by: _____
Mayor

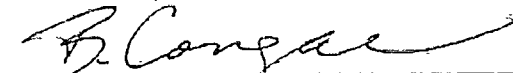
Approved as to Form:


City Attorney

Date: 6/29/18

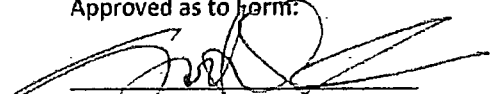
SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Attest and witness:


By: Bridget Cougar


by: Scott L. Shapiro
Acting Executive Director

Approved as to form:


General Counsel

Date: 6/20/18

Attest and witness:

Lisa Blackmon
Lisa Blackmon
City Clerk

Approved as to Form:

John Brinton
John Brinton
City Attorney

Date: _____

Attest and witness:

By: _____

Approved as to Form:

City Attorney

Date: _____

Attest and witness:

By: _____

Approved as to Form:

General Counsel

CITY OF MANTECA

Tim Ogden
by: Tim Ogden
City Manager

CITY OF STOCKTON

by: _____
Mayor

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

by: Scott L. Shapiro
Acting Executive Director

STANFORD CROSSING PHASE 1A CONCEPTUAL SITE PLAN



**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA**

RECOMMENDATION: **Adopt Resolution Approving a Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan Area**

SUMMARY:

The City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004. The City has been working with Saybrook CLSP, LLC and Lathrop Land Acquisition LLC ("Saybrook") to complete infrastructure improvements which will be eligible for credit or reimbursement.

The purpose of this Public Infrastructure Credit and Reimbursement Agreement is to provide a simple and current statement of credits and reimbursements. The agreement also provides detail as to the mechanisms for the application of credits and payment of reimbursements to Saybrook as the project moves forward.

Staff recommends that Council adopt a resolution approving a Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC relating to the CLSP area.

BACKGROUND:

The City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004. The City prepared and certified an EIR for the project and adopted a Mitigation Monitoring Program.

The City also approved a Development Agreement (DA) with Richland Planned Communities ("Richland") in 2004. The DA establishes development rights and governs the relationship between the City and Richland. In 2011, Richland relinquished its rights under the DA pursuant to a settlement agreement. In 2016, the City approved the assignment of the DA to Saybrook along with an amendment. The proposed Public Infrastructure Credit and Reimbursement Agreement is consistent with the DA assignment to Saybrook and does not substantially alter the rights and obligations previously agreed to.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2019 CITY COUNCIL REGULAR MEETING
PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT
RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA

The City and Saybrook have been working to complete infrastructure improvements benefiting the CLSP area including improvements to expand capacity of existing water supply and wastewater treatment facilities, parks, stormwater and drainage infrastructure, stormwater improvements, and other related infrastructure, which will be eligible for reimbursement to Saybrook.

The City imposes impact fees upon new development in the CLSP area that benefit from the infrastructure improvements constructed by Saybrook. A schedule of CLSP impact fees applicable to any project in the CLSP area is included as Exhibit B of Attachment B. The proposed agreement will help ensure timely collection and payment of reimbursements to Saybrook prior to the issuance of a building permit.

REASON FOR RECOMMENDATION:

The Public Infrastructure Credit and Reimbursement Agreement will provide a simple and current statement of credits and reimbursements. The agreement also provides detail as to the mechanisms for the application of credits and payment of reimbursements to Saybrook as the project moves forward.

FISCAL IMPACT:

There is no fiscal impact to the City. All staff time associated with the preparation of the agreement has been paid by the Saybrook.

ATTACHMENTS:

- A. Resolution Approving a Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC Relating to the Central Lathrop Specific Plan Area
- B. Public Infrastructure Credit and Reimbursement Agreement

CITY MANAGER'S REPORT
MARCH 9, 2019 CITY COUNCIL REGULAR MEETING
PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT
RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA


APPROVALS:



Michael King
Director of Public Works

3-2-2020

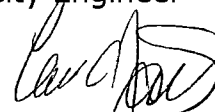
Date



Glenn Gebhardt
City Engineer

3-2-2020

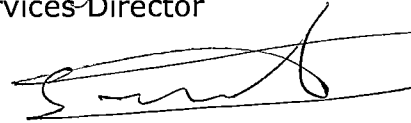
Date



Cari James
Finance & Administrative
Services Director

3/4/2020

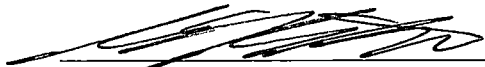
Date



Salvador Navarrete
City Attorney

3-2-2020

Date



Stephen J. Salvatore
City Manager

3-4-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH SAYBROOK CLSP, LLC AND LATHROP LAND ACQUISITION, LLC RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA

WHEREAS, the City of Lathrop adopted the Central Lathrop Specific Plan (CLSP) in 2004; and

WHEREAS, in 2004 and approved a Development Agreement (DA) with Richland Planned Communities ("Richland"), the DA establishes development rights and governs the relationship between the City and Richland; and

WHEREAS, in 2011 Richland relinquished its rights under the DA pursuant to a settlement agreement; and

WHEREAS, in 2016 the City approved the assignment of the DA to Saybrook CLSP, LLC and Lathrop Land Acquisition LLC ("Saybrook") along with an amendment; and

WHEREAS, the City has been working with Saybrook to complete infrastructure improvements which will be eligible for credit or reimbursement; and

WHEREAS, the Public Infrastructure Credit and Reimbursement Agreement will provide a simple and current statement of credits and reimbursements and provide detail as to the mechanisms for the application of credits and payment of reimbursements to Saybrook as the project moves forward; and

WHEREAS, the Public Infrastructure Credit and Reimbursement Agreement is consistent with the assignment to Saybrook and does not substantially alter the rights and obligations previously agreed to; and

WHEREAS, there is no fiscal impact to the City, all staff time associated with the preparation of the agreement has been paid by Saybrook; and

WHEREAS, staff recommends that Council approve a Public Infrastructure Credit and Reimbursement Agreement with Saybrook relating to the CLSP area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Public Infrastructure Credit and Reimbursement Agreement with Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC relating to the Central Lathrop Specific Plan Area.

The foregoing resolution was passed and adopted this 9th day of March 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

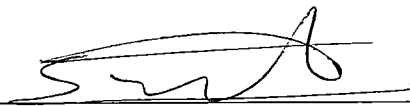
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT RELATING TO THE CENTRAL LATHROP SPECIFIC PLAN AREA

This Public Infrastructure Credit and Reimbursement Agreement Relating to the Central Lathrop Specific Plan Area (“*Agreement*”) is made and entered into this ___ day of ___, 2020 (“*Effective Date*”) by and between the City of Lathrop (“*City*”), a municipal corporation of the State of California (“*City*”), Saybrook CLSP, LLC, a Delaware limited liability company (“*Saybrook CLSP*”) and Lathrop Land Acquisition, LLC, a Delaware (“*Lathrop Land*”) (Saybrook CLSP and Lathrop Land are collectively referenced herein as “*Developer*”). City and Developer may be collectively referred to herein as the “*Parties*” or individually as a “*Party*”.

RECITALS

A. City entered into that certain Development Agreement with Richland Planned Communities Inc. (“*DA*”), which was approved by City via Ordinance No. 04-246 on or about January 7, 2005 (“*Vesting Date*”) and subsequently recorded on January 28, 2005 (Instrument No. 2005-020320). The terms of that DA are applicable hereto and incorporated herein by reference.

B. On December 5, 2016, City entered into that certain Assignment and Amendment of Development Agreement (“*Assignment*”), by and among the City, Saybrook, and Lathrop Land, which was subsequently recorded on January 18, 2017 (Instrument No. 2017-007992) and approved by City via Ordinance No. 16-370, in connection with the Central Lathrop Specific Plan area located in the City. The terms of the Assignment are applicable and incorporated herein by reference.

C. The “*Project*,” as referenced in this Agreement, consists of the development of a mixed use, master planned expansion of the existing Lathrop community into a predominantly undeveloped area that has been annexed on the western boundary of the City, as more particularly described and defined in the Assignment. The property comprising the Project Site is more fully shown on Exhibit A attached hereto and incorporated herein by this reference.

D. The master plan for the Project, as referenced in this Agreement as the “*Central Lathrop Specific Plan*” or “*CLSP*”, applies to approximately 1,521 acres of land that has been designated for development as the Central Lathrop Specific Plan Area (the “*CLSP Area*”).

E. Within the CLSP Area, there are approximately 392 acres in public use of some kind, e.g. roads, public improvements, etc. Developer owns or controls approximately 442 acres within the CLSP Area and approximately 687 acres are owned by others.

F. City has been working with Developer and other interested parties to complete certain future improvements benefiting the Project and the CLSP Area, including improvements to expand capacity of existing water supply and wastewater treatment facilities, parks, stormwater and drainage infrastructure, stormwater improvements, and other related infrastructure, which will be eligible for reimbursement to Developer (“*Future Facilities*”).

G. Unless otherwise defined herein, the terms, phrases and words used in this Agreement shall have the meanings and be interpreted as set forth in the Assignment (the meaning given the term in the singular shall include the term in the plural and vice versa) unless the context clearly indicates the Parties intended another meaning. To the extent that any capitalized terms contained herein are not defined in the Assignment, then such terms shall have the meaning ascribed to them in the Development Agreement and/or the City Laws, other applicable law or, if no meaning is given a term in any of those sources, the common understanding of the term shall control.

H. The City imposes certain fees upon new development, including, but not limited to development impact fees, CLSP Area of Benefit fees, capacity fees, capital facilities fees, cost reimbursement fees, and any other applicable fee or charge imposed on the development of any property within the CLSP Area (collectively, "**Impact Fees**"). A schedule of CLSP Impact Fees applicable to any project in the CLSP Area is included herein as **Exhibit B**.

I. Developer has paid certain expenses for certain improvements or made such improvements and is entitled to other amounts for which Developer is entitled to a credit against Impact Fees ("**Credit**"), and has provided certain improvements up to the date of execution of the Assignment for which Developer is entitled to a reimbursement ("**Reimbursement**") from fees paid by or on behalf of such other properties within the CLSP Area or, outside of the CLSP Area if they benefit from those improvements. The purpose of this Agreement is to detail the mechanisms for the application of Credits and payment of Reimbursements to Developer in furtherance of the Assignment, only for those items set forth in the Exhibits to this Agreement. The existing Credits and Reimbursements are set forth in **Exhibits C-1 and D** hereof, and they do not include any Future Improvements.

J. Developer has "perfected capacity" as reflected on the Water Capacity Allocation and Wastewater Capacity Allocations set forth in **Exhibits C-2 and C-3**, attached hereto and incorporated herein by this reference, respectively.

K. Pursuant to section 5.04.2(m) of the Assignment, the Parties have agreed, and Developer has relied upon such agreement, that all provisions of the Lathrop Municipal Code, including without limitation Chapter 3.22 thereof, have been met and complied with by Developer as to the existing Credits and Reimbursements referenced in recital I above. As such, those Credits shall be applied, and Reimbursements paid, exclusively in accordance with the terms hereof and the Assignment.

L. The Parties desire to provide a simple, administrable and current statement of credit and reimbursement issues with respect to the Project. They do not intend by this Agreement to substantively alter their respective rights and obligations under the Assignment or such other existing agreements between them referenced in the recitals above ("**Other Agreements**"). Accordingly, this Agreement shall be interpreted consistently with the Assignment and the Other Agreements and not to change the Parties' respective rights and obligations under the Assignment and the Other Agreements except that Exhibits D-1, D-2 and D-3 of the Assignment have been updated and modified to reflect agreement on these items as reflected in the **Exhibits B, C-1 and D** to this Agreement.

M. The Parties acknowledge that they cannot alter the rights of third parties, including owners and developers of land in the CLSP Area, by this Agreement. Accordingly, nothing in this Agreement shall be interpreted to alter or impair such rights, to require the City to forego compliance with provisions of Applicable Law that establish or protect those rights, or to pre-commit the City to any action as to which any third party is entitled to notice and hearing before such action is taken.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. City and Developer Obligations.

(a) City Obligations:

(i) To help ensure timely payment of Reimbursements to Developer as contemplated hereunder, City shall impose, to the extent permitted by applicable law, a condition of approval for any development in the CLSP Area that requires each Owner whose property is benefitted by public improvements within the Project (1) be subject to Impact Fees and (2) be obligated pay the entirety of its respective Impact Fees prior to issuance any building permit for any building on said property ("Benefitted Property"). In connection therewith, the Benefitted Property Owner(s) shall be required, to the extent permitted by applicable law and as a condition of development approval, to participate in the establishment of any Impact Fee that would collect the proportionate share of the reimbursable costs from each Benefitted Property Owner. Notwithstanding, the City may extend and maintain its current fee deferral program, which defers some City impact fees to the certificate of occupancy, with respect to Impact Fees affecting property in the CLSP Area.

(ii) Fees as set forth in Section 5.05.3(e) of the Assignment and to the extent permitted by Applicable Law, City shall use best efforts to collect all fees required by City ordinance and resolution before issuance of any building permit issued for any property in the CLSP Area subject to any Impact.

(iii) As set forth in the Assignment or as required by Applicable Law, City shall use best efforts to cooperate with Developer to adopt or amend any future development impact fees, CLSP Area of Benefit fees, capacity fees, capital facilities fees, cost reimbursement fee, and any other applicable fee or charge imposed on properties within the CLSP Area required for the implementation of the Assignment.

(iv) Upon Developer's request, but not more than twice annually, City shall provide Developer an accounting of all Impact Fees allocated by Developer and/or received by the City, if any, during the prior reporting period and prepare an update to one or more of Exhibits B, C-1, C-2, C-3, D or F to this Agreement.

(b) Developer Obligations:

Developer shall timely comply with the requirements of Section 7.05.2.2(b)(4)(iii) of the Assignment.

3. Fee Credits.

(a) Amount. Consistent with the applicable terms and conditions of the Assignment, developer has accumulated Credits against Impact Fees. The Credits shall be applied against the payment by Developer of the appropriate Impact Fee in the amounts set forth in Exhibit C-1, subject to inflationary provisions provided by the City's legislative documents establishing each Saybrook Land Impact Fee

(b) Process to Utilize Credits. When Developer desires to apply the Credits outlined in Exhibit C-1, Developer shall file the Fee Credit Assignment Form with the City, a form included herein as Exhibit E and the City's application of Credits for Developer's benefit shall be evidenced substantially as indicated in that exhibit. City need not issue a building permit except upon payment of all applicable fees in full unless the applicant for that permit presents a fully executed version of Exhibit E.

(c) Accounting of Impact Fee(s) allocated by Developer.

(i) City shall provide Saybrook a courtesy copy of each and every City Building Division permit invoice issued for land within the CLSP Area to allow Saybrook to confirm that City is collecting amounts consistent with this Agreement, the Development Agreement and adopted Impact Fees.

(ii) In the event that Saybrook identifies any inaccuracies, Saybrook shall make the City aware of the issues and City shall use best commercial efforts to collect any sums erroneously under-charged or charged in error.

4. Reimbursement.

(a) Impact Fees to Fund Reimbursement. The City has adopted the CLSP Impact Fees, and may adopt additional fees and charges pursuant to Article 5 of the Assignment, which shall be adopted and enforced in compliance with Applicable Law. City shall apply all Impact Fee revenue received to payment of the applicable Reimbursement, as set forth in Exhibit D and the City's reimbursements to Developer shall be evidenced substantially as indicated in that exhibit, within a reasonable time after payments made to the City. Notwithstanding Chapter 3.22 of the Lathrop Municipal Code, many of the improvements for which reimbursement are due have been completed (or bonded for) such that all payments received from owners or developers of Benefitted Properties will be reimbursed to Developer. As this is not true of all improvements, Exhibit D indicates the specific reimbursement terms for each such improvements.

(b) Scope and Timing of Reimbursement.

(i) To the extent provided by the Assignment, Developer is entitled to Reimbursements in the amounts set forth in Exhibit D and Exhibit F.

(ii) Timing of Reimbursement to Developer shall occur within a reasonable time after payments made to the City as provided in paragraph (a) of this section above. City shall deliver such reimbursement to the address set forth in Section 12 below.

(iii) City further agrees that no person or entity may be issued a credit in lieu of paying any of the Impact Fees covered by Exhibit B except as required by Applicable Law.

5. Adjustment for Inflation.

Credits and Reimbursements to Developer shall be adjusted for inflation to the extent permitted by the City's legislative documents creating each Impact Fee, and all of the exhibits to this Agreement shall be changed to reflect this adjustment.

6. Future Improvements to be Credits or Reimbursements.

(a) Pursuant to Section 6.03 of the Assignment, the City may, from time to time, require Developer to construct or fund the construction of Future Facilities, for which Developer shall be entitled to additional Credits or Reimbursements. To the extent the Parties agree to the provision of the Future Facility by Developer, including the amount of the Credit or Reimbursement to be paid to Developer, and to the extent that City has established a funding mechanism or identified sufficient funds to credit or reimburse Developer in conformance with section 6.03.2 of the Assignment, and upon compliance with Applicable Law, including Chapter 3.22 of the Lathrop Municipal Code with respect to those Future Facilities, such Future Facilities Credit and Reimbursement amounts shall be added to **Exhibit C-1, Exhibit D and Exhibit F** and shall be treated in the same manner as all other Credits and Reimbursements in accordance with Section 4 above.

(b) The Parties anticipate the following future improvements (although the Developer may construct others pursuant to section 6.03 of the Assignment) and City agrees to use best efforts to adopt new or to amend existing Impact Fees to offset Developer's costs by offering additional Credits and Reimbursements:

- (i) oversizing of South San Joaquin Irrigation District infrastructure;
- (ii) future Storm Drainage;
- (iii) future water tank;
- (iv) traffic signals;
- (v) neighborhood parks; and,
- (vi) recycled water outfall.

(c) The Parties agree that all provisions of the Lathrop Municipal Code, including without limitation Chapter 3.22 thereof have been complied with for the credits and reimbursements outlined in **Exhibit F**. As such, those credits shall be applied by, and reimbursements paid to, Developer exclusively in accordance with the terms hereof and the Assignment.

7. Term of Agreement; Termination.

(a) This Agreement shall commence on the Effective Date and shall terminate on the sooner of (i) ten years after the Termination Date (but not termination) of the Assignment or (ii) when Developer has received all Credits and Reimbursements provided for in the Assignment and the Other Agreements or otherwise due Developer under Applicable Law.

(b) If the City determines that this Agreement has terminated under subsection 7(a)(ii) of the immediately preceding sentence, City shall: (a) notify Developer of that fact in writing; and (b) at Developer's request, provide Developer reasonable documentation to confirm that determination ("**Termination Notice**"). Developer may dispute that Termination Notice and/or the documentation submitted in connection therewith by written notice to City. Any such notice from Developer shall include reasonable documentation identifying the outstanding obligations under this Agreement. Should the Parties be unable to resolve their disagreement, either may resort to the remedies provided by Article 12 of the Assignment.

8. Indemnification. The Parties' rights and obligations with respect to indemnifying one another for claims arising under this Agreement shall be those conferred by the Assignment.

9. Governing Law. This Agreement shall be governed by the laws of the State of California.

10. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, permitted assigns and successors in interest.

11. Assignment. To the extent and in the manner provided in sections 1.01 and 13.01 of the Assignment, Developer may assign its rights and obligations under this Agreement.

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

If to City: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Clerk

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

If to Developer: Saybrook CLSP, LLC
303 Twin Dolphin Drive, Suite 600
Redwood Shores, CA 94065
Attn: Jeffrey M. Wilson
Email: jwilson@saybrookfundadvisors.com

With a courtesy copy to: Best, Best & Krieger LLP
300 South Grand Avenue, 25th Floor
Los Angeles, CA 90071
Attn: Seth Merewitz
Email: seth.merewitz@bbklaw.com

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 12.

13. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address (or wiring instructions) as Developer shall from time to time specify in writing to City:

Saybrook CLSP, LLC
303 Twin Dolphin Drive, Suite 600
Redwood Shores, CA 94065
Attn: Jeffrey M. Wilson

14. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

15. Attorney's Fees and Venue. As provided in section 15.06 of the Assignment, in the event of a dispute arising under this Agreement between the Parties, the prevailing Party shall be entitled to an award against the other Party of reasonable and actual attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

16. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

17. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

18. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

19. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

20. Entire Agreement. This Agreement, together with the Assignment and the Other Agreements, constitute the entire agreement between the Parties regarding its subject. Those Agreements supersede all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matter of this Agreement. To the extent of any conflict among them, they shall control in the following order: (i) the Assignment, (ii) the Other Agreements in reverse order of their effective dates, and (iii) this Agreement.

21. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. In particular and without limitation, no merchant builder or other purchaser of land from Developer shall have any right to enforce this Agreement.

22. Minor Modifications

The provisions of this Agreement require a close degree of cooperation between the Parties and “Minor Changes” to this Agreement may be required from time to time. “Minor Changes” mean changes to this Agreement that are consistent with the CLSP, the Assignment, and other agreements reference in section 20 above, which do not result in a change in use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Execution Date of the Assignment. Changes to the exhibits contained herein shall be delegated to appropriate City staff and not be considered “Minor Modifications.”

Accordingly, the Parties may mutually agree they will cooperate in good faith to make “Minor Changes” to this Agreement to be evidenced by their approval and execution of an “operating memorandum” reflecting such Minor Changes. To the extent permitted by Applicable Law:

- a. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing.
- b. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are “Minor Changes” subject to this Section 22 or more significant changes requiring amendment of this Agreement.
- c. The City Manager may execute any Operating Memorandum without City Council action.

23. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. Signatures may be given by facsimile, emailed PDF, or other electronic means with the same force and effect as signed, wet originals.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF LATHROP,
A California municipal corporation

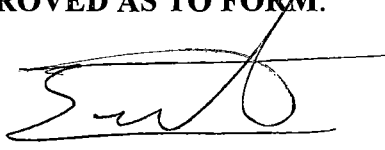
By: _____
Stephen J. Salvatore
City Manager

ATTEST:

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

By: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: 

Salvador Navarrete
City Attorney

DEVELOPER:

Saybrook CLSP, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Lathrop Land, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
DEPICTION OF PROJECT SITE

Exhibit - A

As of: March 2, 2020

Depiction of Project Site

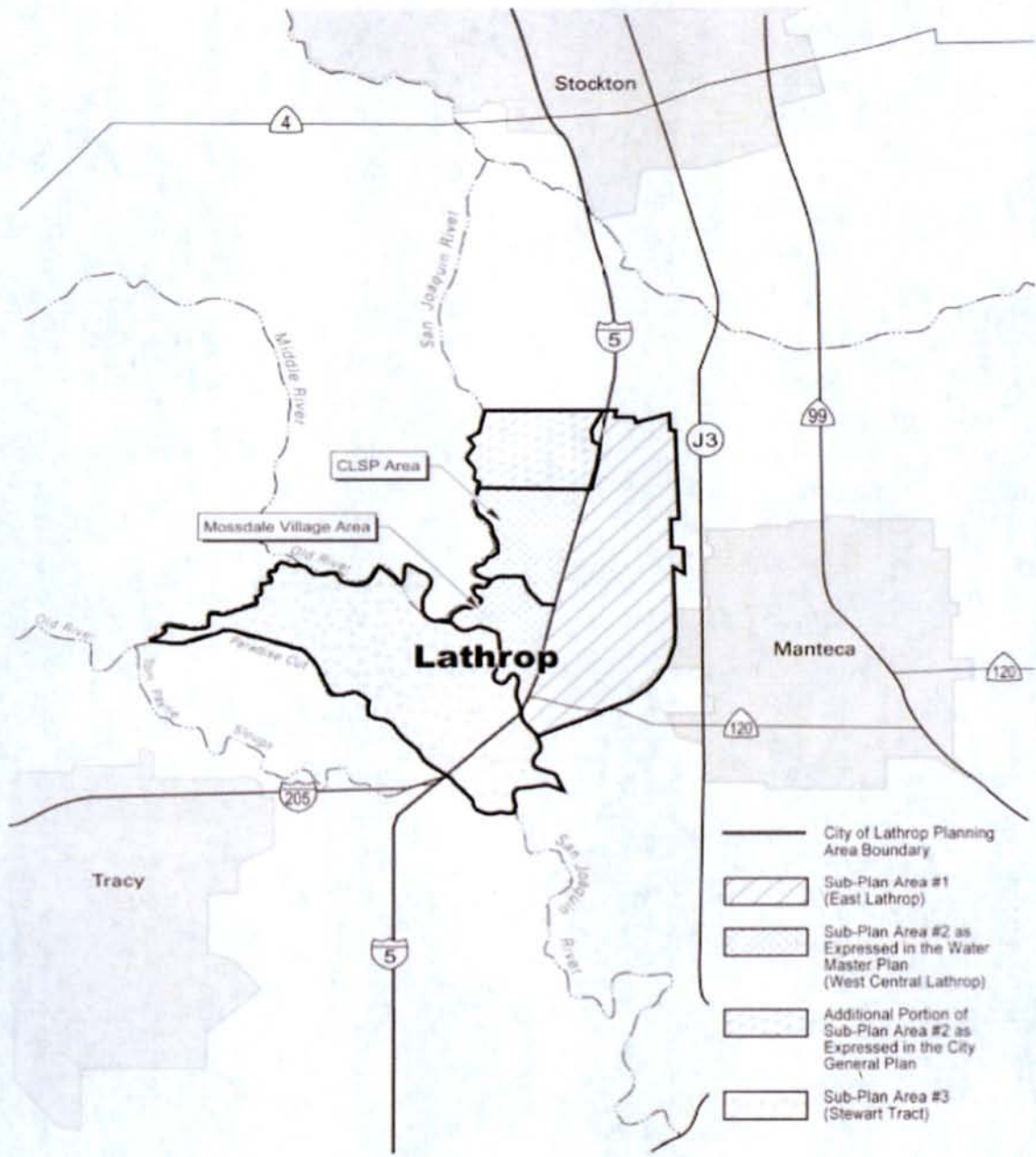


EXHIBIT B
CLSP IMPACT FEES

Exhibit - B

As of: March 2, 2020

**CITY OF LATHROP
CAPITAL FACILITY FEES**

Effective January 1, 2020

CENTRAL LATHROP

Type of Development	Units	Culture and Leisure			Municipal Services	Sewer/ Recycled Water System
		Neighborhood Parks	Community/ Linear Parks	Facilities		
		Single Family	DU	\$ 2,347		
Multi-Family	DU	\$ 1,677	\$ 2,864	\$ 2,530	\$ 2,835	\$ 2,302
Service/Retail Commercial	1,000 sq. ft.				\$ 2,587	\$ 612
Other Non-Residential	1,000 sq. ft.				\$ 1,566	\$ 612

		*Surface Water Supply Full-Cost	Water System Well Improv.	Recycled Water Outfall	*Ag Mitigation Eff 3/12/2019
All New Development (by size of water meter)	5/8"	\$ 5,752	\$ 791	\$ 48	
	1" Fire Line	\$ 5,752	\$ 791	\$ 48	
	3/4"	\$ 8,628	\$ 1,187	\$ 72	
	1"	\$ 14,380	\$ 1,980	\$ 120	
	1 1/2"	\$ 28,760	\$ 3,958	\$ 238	
	2"	\$ 46,016	\$ 6,333	\$ 380	
	3"	\$ 86,280	\$ 11,875	\$ 715	
	4"	\$ 143,800	\$ 19,793	\$ 1,192	
	6"	\$ 287,600	\$ 39,585	\$ 2,381	
	8"	\$ 460,160	\$ 63,337	\$ 3,811	
10"	\$ 834,040	\$ 114,798	\$ 6,907		
All Development	Acre			\$ 4,342	

		San Joaquin RTIF 7/1/19	WLSP Regional Transportation	West/Central Lathrop Transportation	Offsite Roadway Improvements Eff 7/1/2019
Single Family	DU	\$ 3,511	\$ 359	\$ 3,722	\$ 152
Multi-Family	DU	\$ 2,107	\$ 420	\$ 2,284	\$ 94
Retail Commercial	1,000 sq. ft.	\$ 1,400	\$ 2,007	\$ 4,743	\$ 195
Service/Office Commercial	1,000 sq. ft.	\$ 1,760	\$ 557	\$ 3,465	\$ 142
Industrial	1,000 sq. ft.	\$ 1,060			
Acre	1,000 sq. ft.	\$ 440			

		In-Lieu Community Park Dedication Reimbursement	Entitlement Reimbursement	City Fee	**City Reimbursement
Single Family	DU	\$ 2,455			
Multi-Family	DU	\$ 1,754			
All Development	Acre		\$ 3,256	\$ 183	
Outstanding Financial Obligation	Lot				\$ 6,527.19

		Storm Drainage WS2	Storm Drainage WS4
All Development in those Areas	Acre	\$ 47,649	\$ 36,039

		Per Gross Developable	Mossdale Tract Regional Levee Impact Fee Eff 7/1/19	Levee Impact Admin Fee Eff 7/1/19
Single Family - Residential	Acre	\$ 18,148	\$ 544	
Multi-Family - Residential	Acre	\$ 16,525	\$ 496	
Commercial	Acre	\$ 17,187	\$ 516	
Industrial	Acre	\$ 14,300	\$ 429	

Sewer Perfected Capacity	Wastewater Flow Factors
Low Density - Res.	200 gpd/ du
Med. Density - Res.	180 gpd/du
High Density - Res.	170 gpd/ du
Commercial	590 gpd/ acre

ADD 3% ADMINISTRATIVE FEE TO CUMULATIVE TOTAL OF ALL CFF FEES AND CREDITS EXCLUDING THE SAN JOAQUIN RTIF, LEVEE IMPACT, AND CITY REIMBURSEMENT

Collected at Building Permit

* Collected/ Assigned at Final Map

**Collected at Close of Escrow.

EXHIBIT C-1

CREDITS

Exhibit - C-1

As of: March 2, 2020

Central Lathrop Specific Plan: Credits

Fee Type	Culture & Leisure - Facilities	In-Lieu Community Parks Dedication	Sewer/Recycled Water System (fee)	West/Central Lathrop Transportation		
DA Reference/ Exhibits	Exhibit D-1-- Generations Center Land/Land Improvements (line 3)	Per Section 7.06.2.6	Exhibit D-2--Pump Station & Force Main (line 1), Oversized Mains (line 2) & RW Mains (line 3)	Exhibit D-1--GVP (line 1) & Lathrop Rd (line 2) improvements		
Type/Created	CFF (1990; proposed 2005)--p. 22, 91 2005 report	CFF (January 2019)	CFF (June 2018)	CFF (2003)--p. 79, 91 2005 report		
Credit?	Yes	Yes	Yes	Yes		
Total Credits Available	441.35 Dwelling Unit's*	1771.94 Dwelling Unit's*	2225.03 Dwelling Unit's*	990.42 Dwelling Unit's*		
Source/Authority	Goodwin CFF 23 Jan 2019	Goodwin CFF 23 Jan 2019	Goodwin CFF 23 Jan 2019	Goodwin CFF 3 May 2018		

*Converted to Single Family Units (SFU)

EXHIBIT C-2

Exhibit - C-2

As of: March 2, 2020

Central Lathrop Specific Plan: Water Capacity Allocation

**Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC
Water Capacity Allocation**

Tract/APN	Beginning Balance	SSJID			Allocation Date	Allocation #	GPD/Unit	# of Lots	Balances		
		Allocation GPD	Water Well Allocation GPD	Allocation GPD					SSJID Allocation GPD	Water Well Allocation GPD	Allocation GPD
	0	0	0	0							
Addition	0	326,370		326,370	July 1, 2017	CLSP 2016-01	430	0	326,370		326,370
Addition	326,370	38,700		38,700	July 1, 2018	CLSP 2017-01	430	0	365,070		365,070
Addition	365,070	38,700		38,700	July 1, 2019	CLSP 2018-01	430	0	403,770		403,770
Westpark Storage (Golden Valley Self Storage)	403,770	430		430	June 18, 2019	CLSP 2019-01	430	1	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340
	403,340	0		0			430	0	403,340		403,340

Notes

1) Initial capacity per CLSP CFF Update Study, additional capacity to be allocated each fiscal year on July 1st for debt service payment made through the fiscal year.

EXHIBIT C-3

Exhibit - C-3

As of: March 2, 2020

Central Lathrop Specific Plan: Wastewater Capacity Allocation

Saybrook CLSP, LLC and Lathrop Land Acquisition, LLC

Sewer/Recycled Water Capacity Tracking

Initial Capacity^{1,3,5}	121,824.00
---	-------------------

Tract/APN	Beginning Balance	Allocation	Allocation	Allocation No.	GPD/Unit ²	APNs/Lots	Balance
		GPD	Date				
		121,824.0					121,824
Addition							
Westpark Storage (Golden Valley Self Storage)	121,824.00	200	June 18, 2019	CLSP 2019-01	200	1	121,624.00
	121,624.00	0		CLSP 2019-02	200	0	121,624.00
	121,624.00	0		CLSP 2019-03	200	0	121,624.00
	121,624.00	0		CLSP 2019-04	200	0	121,624.00
	121,624.00	0		CLSP 2019-05	200	0	121,624.00
	121,624.00	0		CLSP 2019-06	200	0	121,624.00
	121,624.00	0		CLSP 2019-07	200		121,624.00
	121,624.00	0		CLSP 2019-08	200		121,624.00
	121,624.00	0		CLSP 2019-09	200		121,624.00
	121,624.00			CLSP 2019-10	200		121,624.00

Notes:

- 1) Initial capacity of 6219.20 gpd explained on Resolution No. 13-3559 dated April 1st, 2013
- 2) Volumes/Unit per DRAFT Masterplan, 2019
- 3) 150,000 gpd from Exhibit A of Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility, dated November 21, 2016.
- 4) Saybrook owns 36,364 gpd of reserve capacity not to be allocated at this time
- 5) Value represents "perfected capacity" as of 01.15.2020

EXHIBIT D
REIMBURSEMENTS

Exhibit - D

As of: March 2, 2020

Central Lathrop Specific Plan: Reimbursements

Fee Type	Saybrook Excess Land Dedication (reimburse to Saybrook) <small>(Non Saybrook Parcels)</small>	Sewer/Recycled Water System (reimburse to Saybrook) <small>(Non Saybrook Parcels)</small>	CLSP Entitlement Costs (reimburse to Saybrook) <small>(All CLSP Parcels)</small>	CLSP Storm Drainage System Improvements--WS2 (reimburse to Saybrook) <small>(All WS2 Parcels)</small>	CLSP Storm Drainage System Improvements--WS4 (reimburse to Saybrook) <small>(All WS4 Parcels)</small>
DA Reference/ Exhibits	Exhibit D-3, Community Park Land (line 1) and Linear Park Land (line 2)	Exhibit D-2--Pump Station & Force Main (line 1), Oversized Mains (line 2) & RW Mains (line 3)	Exhibit D-3--Entitlement Costs (line 3)	Exhibit D-3--Storm Drain System Improvements WS2 (line 5)	Exhibit D-3--Storm Drain System Improvements WS4 (line 6)
Type/Created	CFF (January 2019)	CFF (June 2018)	City Planning Fee (June 2019)	CFF (June 2019)	CFF (June 2019)
Credit?	No	No	No	No	No
Total \$	\$ 4,521,397	\$ 10,482,195	\$ 3,611,656	\$ 7,506,716	\$ 6,407,110
Per?	Dwelling Unit	Dwelling Unit	Acre	Acre	Acre
\$/unit	\$ 2,413	\$ 2,661	\$ 3,200	\$ 46,829	\$ 35,418
Source/Authority	Goodwin CFF 23 Jan 2019	Goodwin CFF 23 Jan 2019	Goodwin CFF 25 Jun 2019	Goodwin CFF 25 Jun 2019	Goodwin CFF 25 Jun 2019

*Reimbursements left in Calendar Year 2019 Q4 Dollars, anticipated to increase proportionately

EXHIBIT E
CREDIT ALLOCATION FORM

Exhibit - E

As of: March 2, 2020

Allocation # _____

Fee Credit Assignment Form

Lathrop Land Acquisition, LLC to New Development

Builder Name _____

Tract # _____

Fee Type	Culture & Leisure - Facilities	In- Lieu Community Parks Dedication	Surface Water Supply	Sewer/ Recycled Water System	West/ Central Lathrop Transportation		
Initial Credit	441.35	1771.94	938.00	2225.03	990.42		
Beginning Balance**	Dwelling Unit's*	Dwelling Unit's*	Dwelling Unit's*	Dwelling Unit's*	Dwelling Unit's*		
Credit Applied by	Dwelling Unit*	Dwelling Unit*	Dwelling Unit*	Dwelling Unit*	Dwelling Unit*		
Allocation Date							
Allocation Number							
Allocation Unit(s)	0	0	0	0	0		
Remaining Capacity							
Source Document	Goodwin CFF 1/23/19	Goodwin CFF 1/23/19	Goodwin CFF 1/23/19	Goodwin CFF 1/23/19	Goodwin CFF 5/3/2018		

*Converted to Single Family Units (SFU)

Authorized:

City of Lathrop

Grantor:

Lathrop Land Acquisition, LLC

For: Saybrook Fund Investors, LLC

Glenn Gebhardt, City Engineer Date

Jeffrey M. Wilson, Officer Date

Cari James, Director of Finance Date

EXHIBIT F

Exhibit - F

As of: March 2, 2020

Future Credits and Reimbursements

Storm Drainage System Improvement - Watershed 2 (Commercial Property Underground Storage Capacity)	\$ 1,326,523
Storm Drainage System Improvement - Watershed 4 (Commercial Property Underground Storage Capacity)	\$ 978,043
Traffic Signals:	
Golden Valley Parkway and Spartan Way (Previously Lathrop Rd.) - Eligible for Transportation Credits CIP # PS-1803	\$ 180,000
Golden Valley Parkway and Stanford Crossing (Previously Land Park Dr.)	\$ 125,000
Golden Valley Parkway and Locomotive Street into VTM 3789	\$ 250,000
Spartan Way and Central Pacific Street into VTM3789	\$ 500,000
Neighborhood Park - Phase 1A	\$ 981,046
Phase II - SSJID Oversizing	\$ 2,162,234

Notes: 1.) Dollar amounts listed are estimates only; Actual dollar amount will be calculated once improvement is completed.

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**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVAL OF PARCEL MAP 19-03, SUBDIVISION IMPROVEMENT AGREEMENT, AND JOINT ESCROW INSTRUCTIONS FOR LATHROP GATEWAY BUSINESS PARK

RECOMMENDATION: Adopt Resolution Approving the Lathrop Gateway Business Park Parcel Map 19-03, Totaling Two (2) Lots, and Approving Subdivision Improvement Agreement and Related Joint Escrow Instructions with Lathrop Gateway 1, LLC

SUMMARY:

The applicant, Lathrop Gateway 1, LLC, managed by Phelan Haugen Development Company (Phelan), requests approval of Parcel Map 19-03 (Parcel Map), included as Attachment "B", for Phase 1 of the Lathrop Gateway Business Park (LGBP) project, totaling two (2) lots. As required by the City's subdivision ordinance, approval of the Parcel Map must also involve approval of a Subdivision Improvement Agreement (SIA), included as Attachment "C", to guarantee certain off-site and on-site improvements associated with the Parcel Map. The SIA also requires Phelan to construct certain public facilities and infrastructure that will be of benefit to other properties/developments in close proximity to LGBP. A separate agreement will be prepared in the near future to document these improvements and related costs that Phelan will be eligible for credit and/or reimbursement once the City is able to collect the required fees from the other benefitting properties as they develop.

BACKGROUND:

On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan.

On December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up building totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF PARCEL MAP 19-03, SIA, AND JOINT ESCROW INSTRUCTIONS
FOR LATHROP GATEWAY BUSINESS PARK

On January 24, 2018, the City of Lathrop Planning Commission approved Time Extension No. TE-18-01 for the Lathrop Gateway Business Park Vesting Tentative Parcel Map (VTM-13-69) by Resolution No. 18-1, which extended the life of the map to February 11, 2020. Pursuant to Government Code 66452.6, the expiration is extended to 36 months because the subdivider is required to expend \$236,790 or more to construct, improve, or finance the construction or public improvements outside the property boundaries of the tentative map.

Phelan has completed or has guaranteed completion of all public improvements on Parcel Map 19-03 in accordance with the provisions of the Subdivision Improvement Agreement, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval. Upon City acceptance of improvements as complete, a one-year warranty bond will be required to secure Phelan's obligation to repair construction defects encountered during the one-year warranty bond period.

A Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval and the applicable laws, signed by Phelan, and is being presented to the City Council for approval. In addition, Phelan and the City have approved joint escrow instructions, included as Attachment "G".

Pursuant to the Conditions of Approval for VTM-13-16, Phelan shall install a 12' high screening wall on the west property line of the Mendes property prior to issuance of the first building permit within Phase 1 of the Project. Phelan has completed construction of the west wall and satisfied this portion of the condition.

The plans for buildings one and two within Phase 1 have been submitted and reviewed by Staff but the permits have yet to be issued. Phelan is required to reimburse Crow Holdings (South Lathrop Commerce Center) per the approved Reimbursement Agreement prior to the issuance of a building permit in addition to other Capital Facility Fees.

Phelan is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s) within the Lathrop Gateway Specific Plan area. A Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval and applicable laws for review and consideration of approval by the City Council.

Staff has confirmed that all Conditions of Approval of VTM-13-69 required for approval of Parcel Map 19-03 have been completed, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement. The City Engineer has confirmed that Parcel Map 19-03 is substantially the same as it appeared on VTM-13-69, is technically correct, and complies with the applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.

CITY MANAGER’S REPORT **PAGE 3**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF PARCEL MAP 19-03, SIA, AND JOINT ESCROW INSTRUCTIONS
FOR LATHROP GATEWAY BUSINESS PARK

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

The City has completed the Capital Facilities Fee (CFF) analysis for the Lathrop Gateway Specific Plan area and issued its report. City Council adopted the Lathrop Gateway Business Park Specific Plan CFFs on October 10, 2019.

Phelan in conjunction with City staff review, has provided the Parcel Map, the Subdivision Improvement Agreement, improvement plans, and all other required documents and fees necessary (as discussed above and in the attached Resolution) prior to the City Council considering Parcel Map 19-03 for approval and recordation. This includes the following documents and fees:

Documents	Status
1. Parcel Map 19-03	Council approval with this item
2. Subdivision Improvement Agreement	Council approval with this item
3. Performance Bonds	Will receive prior to Map approval
4. Labor and Material Bonds	Will receive prior to Map approval
5. Geotechnical Report	Completed
6. Joint Escrow Instructions for Recordation of Parcel Map 19-03	Council approval with this item.
7. Signed allocation of Water & Sewer to Map	Received
8. Submitted Certificate of Insurance	Received
9. Submitted Tax Letter	Received
10. Submitted Guarantee of Title	Received

Plans	Status
1. Traffic Signal (D’Arcy Pkwy & Yosemite Ave)	Approved
2. Offsite Improvement	Approved
3. Offsite Landscape	Approved
4. Offsite Composite Dry Utility	Approved

CITY MANAGER'S REPORT **PAGE 4**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF PARCEL MAP 19-03, SIA, AND JOINT ESCROW INSTRUCTIONS
FOR LATHROP GATEWAY BUSINESS PARK

5. Sewer Pump Station	Approved
6. Street Light	Approved

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

REASON FOR RECOMMENDATION:

Phelan has furnished the City with the necessary documents to complete the processing of the Parcel Map and all required fees, as detailed more fully above and in the attached Resolution. Lathrop Gateway Business Park Parcel Map 19-03 conforms to the requirements of the Subdivision Map Act and Conditions of Approval.

FISCAL IMPACT:


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

ATTACHMENTS:

- A. Resolution Approving the Lathrop Gateway Business Park Parcel Map 19-03, Totaling Two (2) Lots, and Approving Subdivision Improvement Agreement and Related Joint Escrow Instructions with Lathrop Gateway 1, LLC
- B. Parcel Map 19-03
- C. Subdivision Improvement Agreement Between the City of Lathrop and Lathrop Gateway 1, LLC for Lathrop Gateway Specific Plan – Lathrop Gateway Business Park Phase 1, Parcel Map 19-03
- D. Vicinity Map for Lathrop Gateway Business Park
- E. Joint Escrow Instructions for Recordation of Parcel Map 19-03 (Lathrop Gateway Business Park)

CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF PARCEL MAP 19-03, SIA, AND JOINT ESCROW INSTRUCTIONS
FOR LATHROP GATEWAY BUSINESS PARK

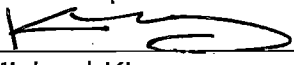
APPROVALS:



Brad Taylor
Associate Engineer

2/26/2020


Date



Michael King
Director of Public Works

2/26/2020

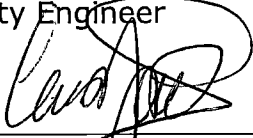
Date



Glenn Gebhardt
City Engineer

2/28/2020

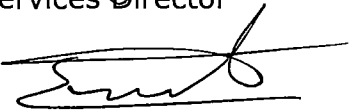
Date



Cari James
Finance & Administrative
Services Director

3/2/2020

Date



Salvador Navarrete
City Attorney

2-26-2020

Date



Stephen J. Salvatore
City Manager

3.4.2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE LATHROP GATEWAY BUSINESS PARK PARCEL MAP 19-03, TOTALING TWO (2) LOTS, AND APPROVING SUBDIVISION IMPROVEMENT AGREEMENT AND RELATED JOINT ESCROW INSTRUCTIONS WITH LATHROP GATEWAY 1, LLC

WHEREAS, on February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map for the Lathrop Gateway Business Park (VTM-13-69) with Conditions of Approval for development consistent with the Lathrop Gateway Specific Plan; and

WHEREAS, on December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 to construct ten (10) tilt-up building totaling approximately 3,035,000 square feet of speculative industrial warehouse space within three phases of development; and

WHEREAS, on January 24, 2018, the City of Lathrop Planning Commission approved Time Extension No. TE-18-01 for the Lathrop Gateway Business Park Vesting Tentative Parcel Map (VTM-13-69) by Resolution No. 18-1, which extended the life of the map to February 11, 2020. Pursuant to Government Code 66452.6, the expiration is extended to 36 months because the subdivider is required to expend \$236,790 or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map; and

WHEREAS, Phelan has completed or has guaranteed completion of all public improvements on Parcel Map 19-03 in accordance with the provisions of the Subdivision Improvement Agreement, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees in accordance with the applicable Conditions of Approval; and

WHEREAS, upon City acceptance of improvements as complete, a one-year warranty bond will be required to secure Phelan's obligation to repair construction defects encountered during the one-year warranty bond period; and

WHEREAS, a Subdivision Improvement Agreement has been prepared by the City in accordance with the applicable Conditions of Approval and the applicable laws, signed by Phelan, and is being presented to the City Council for approval; and

WHEREAS, Phelan is funding and causing the construction of improvements that will become public infrastructure (dry and wet utilities) beyond its required pro rata fair share contribution, which will benefit other property owner(s) within the Lathrop Gateway Specific Plan area. A Public Infrastructure Reimbursement Agreement will be prepared in the near future in accordance with the applicable Conditions of Approval and applicable laws for review and consideration of approval by the City Council; and

WHEREAS, staff has confirmed that all Conditions of Approval of VTM-13-69 required for approval of Parcel Map 19-03 have been completed as required, including, without limitation, those Conditions of Approval that relate to the Subdivision Improvement Agreement; and

WHEREAS, the City Engineer has confirmed that Parcel Map 19-03 is substantially the same as it appeared on VTM-13-69, is technically correct, and complies with the applicable requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16; and

WHEREAS, in accordance with applicable conditions of approval, prior to issuance of the first building permit, Phelan is required to make provision for the maintenance of certain specified public infrastructure, including the storm drain collection system, basins, street lights, traffic signal, street pavement, sanitary sewer pump station, and force-mains. Maintenance may be provided through the creation of a Community Facilities District (CFD) or through an alternative means, subject to the approval of the Public Works Director. Phelan has funded the creation of a CFD for maintenance; and

WHEREAS, the City has completed the Capital Facilities Fee (CFF) analysis for the Lathrop Gateway Specific Plan area and issued its report. City Council adopted the Lathrop Gateway Business Park Specific Plan CFFs on October 10, 2019; and

WHEREAS, Phelan in conjunction with City staff review, has provided the Parcel Map, the Subdivision Improvement Agreement, improvement plans, and all other required documents and fees necessary (as discussed above and in the attached Resolution) prior to the City Council considering Parcel Map 19-03 for approval and recordation; and

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

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

1. The City Manager, or their designee, is authorized to execute Parcel Map 19-03 and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. That the City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Lathrop Gateway 1, LLC, in substantially the form as attached to the March 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of March 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

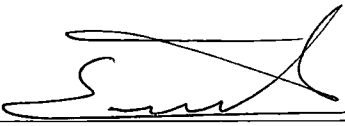
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/TITLE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

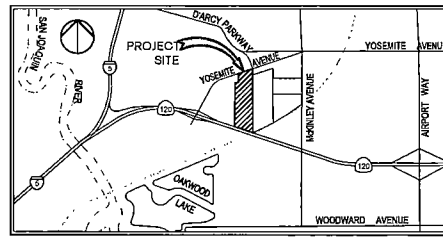
MARCH 2020 CONSISTING OF 6 SHEETS



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209-943-2021 www.siegfriedeng.com Fax: 209-942-0214

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- ▣ STRUCTURAL ENGINEERING
- ▣ SURVEYING
- ▣ PLANNING



VICINITY MAP
SCALE: NTS

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNER(S) OF ALL THE LAND AND EASEMENTS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 19-03" THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDECTION OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH; THAT THE MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "YOSEMITE AVENUE" AND "BUSINESS PARK COURT".

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 3 AS SHOWN ON THIS PARCEL MAP, FOR STORM DRAIN PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC STORM DRAINAGE UTILITIES, INCLUDING ALL APPURTENANCES

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 4 AS SHOWN ON THIS PARCEL MAP, FOR SANITARY SEWER PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC SANITARY SEWER UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER, AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "10' PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "PUMP STATION EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "20' STORM DRAIN FORCED MAIN EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

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

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

DATED THIS _____ DAY OF _____, 2020.

OWNER: LATHROP GATEWAY 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: PHELAN-HAUGEN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER.

BY: HAUGEN INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER.

BY: _____

TITLE: DAVID M. HAUGEN, ITS MANAGER

OWNER'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER THE OEDD OF TRUST RECORDED AUGUST 14, 2019 AS INSTRUMENT NO. 2019-087376, SAN JOAQUIN COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE RECORDECTION OF THIS PARCEL MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2020.

WELLS FARGO BANK, NATIONAL ASSOCIATION

BY: _____
NAME: _____ TITLE _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE TENTATIVE PARCEL MAP NO. _____ APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2020.

DATED THIS _____ DAY OF _____, 2020.

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

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR SHALL BE SET IN SUCH POSITIONS ON OR BEFORE JUNE 1, 2021, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ TH DAY OF _____, 2020.

KEVIN GENASCO, P.L.S. No. 8660
LICENSE EXPIRATION DATE: 12/31/19



CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TROUNG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020.

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

CITY ENGINEER'S STATEMENT:

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

DATED THIS _____ DAY OF _____, 2020.

GLENN GERBHART, R.C.E. No. 34681
CITY ENGINEER

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 19-03" CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDECTION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCELS 3, PARCEL 4, WATER RIGHTS, AND ACCEPT THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS AND WAYS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

DATED THIS _____ DAY OF _____, 2020.

TERESA VARGAS
CITY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2020, AT _____ A.M./P.M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____, AT THE REQUEST OF SIEGFRIED.

FEES \$ _____

STEVE J. BEST/CLERK
COUNTY RECORDER/CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1992 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

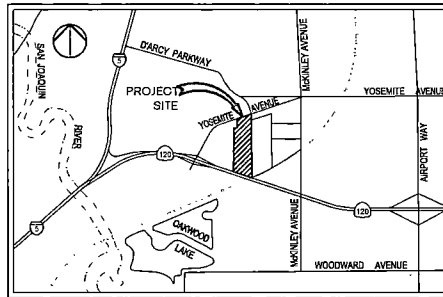
MARCH 2020 CONSISTING OF 6 SHEETS



SIEGFRIED

- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING

3244 Brookside Road, Suite 100 Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214



VICINITY MAP
SCALE: NTS

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED.

1. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, BK 337 O.R. PG 64, S.J.C.R.
2. OCCIDENTAL PETROLEUM COMPANY, FOR PIPELINE, I.N. 45069, BK 2733 O.R. PG 97, S.J.C.R.
3. PACIFIC GAS AND ELECTRIC COMPANY, FOR PIPELINE, I.N. 44502, BK 3184 O.R. PG 250, S.J.C.R.
4. PACIFIC GAS AND ELECTRIC COMPANY, FOR ELECTRICAL TRANSMISSION LINES, D.N. 32450, BK 3669 O.R. PG 588, S.J.C.R.
5. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, D.N. 26054, BK 4128 O.R. PG 419, S.J.C.R.
6. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, I.N. 28856, BK 4128 O.R. PG 419, S.J.C.R.
7. OCCIDENTAL PETROLEUM COMPANY, FOR RIGHT OF WAY PURPOSES, I.N. 62790, BK 2768 O.R. PG 432, S.J.C.R.
8. STANISLAUS ELECTRIC POWER COMPANY, FOR ELECTRICAL TRANSMISSION AND TELEPHONE LINES, BK A OF DEEDS, VOL 58, PG 467, S.J.C.R.
9. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR ELECTRICAL TRANSMISSION LINES, POLE LINES, AND GUY WIRES, BK A OF DEEDS, VOL 187, PG 221, S.J.C.R.
10. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR POLE LINES AND GUY WIRES, BK A OF DEEDS, VOL 205, PG 160, S.J.C.R.

RIGHT TO FARM STATEMENT:

PER LATHROP CITY MUNICIPAL CODE OF ORDINANCES TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CERTIFICATE OF DEDICATION:

THE FOLLOWING REAL PROPERTY, PARCEL 4 AS SHOWN, IS DEDICATED BY LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY, 490 NEWPORT CENTER DR., STE. 405, NEWPORT BEACH, CA, 92660, FOR SANITARY SEWER PURPOSES.

THE CITY OF LATHROP SHALL RE-CONVEY THE PROPERTY, PARCEL 4 AS SHOWN, TO THE SUB DIVIDER IF THE CITY OF LATHROP MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 6647.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SOILS REPORT STATEMENT:

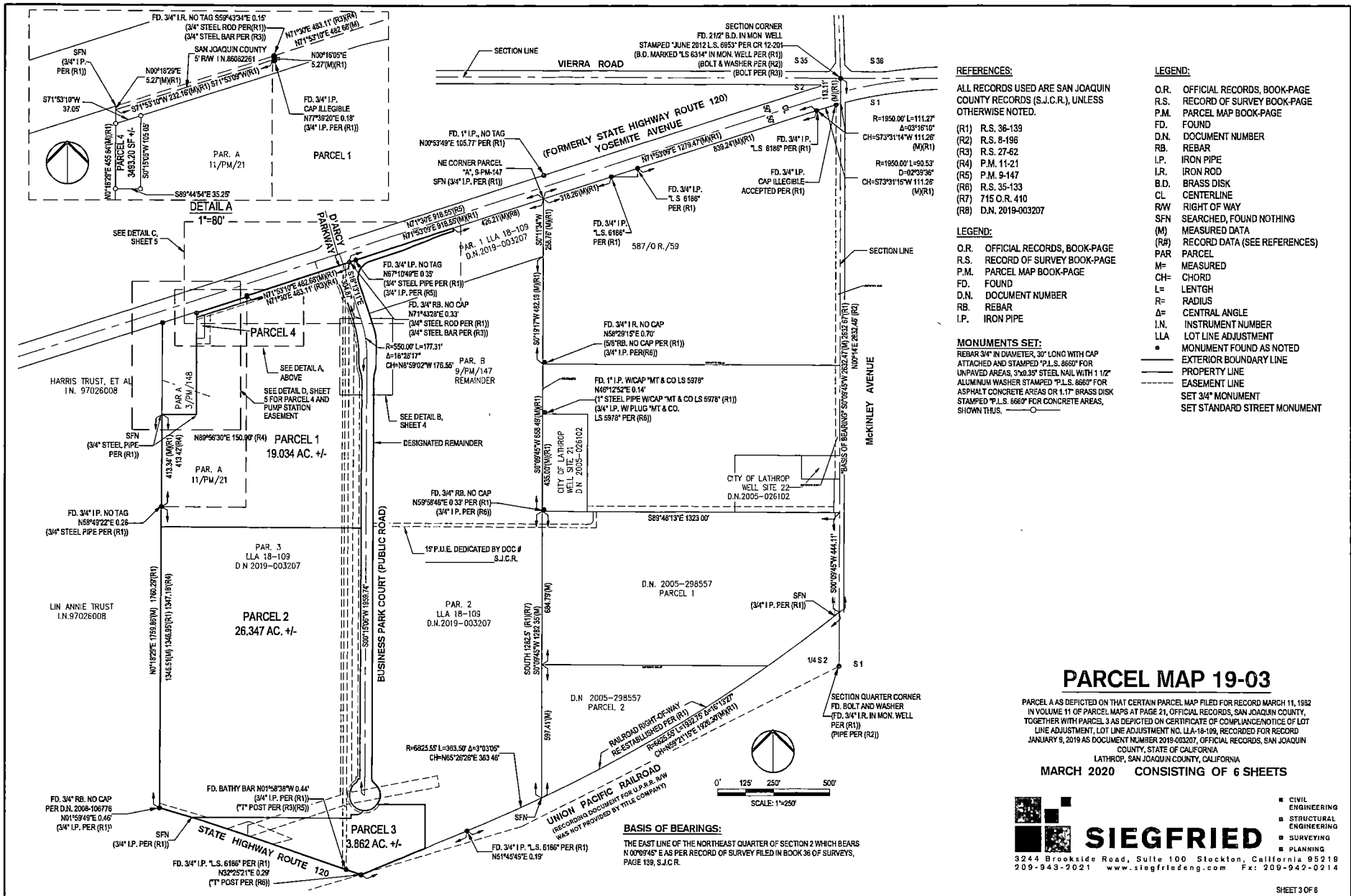
A GEOTECHNICAL ENGINEERING REPORT WAS HAS PREPARED BY ENGSO, TITLED "LATHROP GATEWAY BUILDINGS A AND B" DATED MAY 24, 2018 AND IS ON FILE WITH THE CITY OF LATHROP.

NOTES:

- THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:
- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLUME 58, PAGE 468, S.J.C.R.
 - 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
 - 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.
- THE LOT CONFIGURATION, PUBLIC ROAD, AND PROPOSED EASEMENTS AS SHOWN CONFORM WITH MINOR SPECIFIC PLAN AMENDMENT NO. SPA-16-71, AND SITE PLAN REVIEW NO. SPR-16-40, AS APPROVED BY THE CITY OF LATHROP.

AREA SUMMARY:

PARCEL 1 - 19.122 AC +/-
PARCEL 2 - 26.347 AC +/-
PARCEL 3 - 3.862 AC +/-
PARCEL 4 - 0.080 AC +/- (3,493 S.F.)
UNSUBDIVIDED
REMAINDER - 0.087 AC +/- (3,785 S.F.)



REFERENCES:

ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.), UNLESS OTHERWISE NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- R/W. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M) MEASURED DATA
- (R#) RECORDED DATA (SEE REFERENCES)
- PAR. PARCEL
- M= MEASURED
- CH= CHORD
- L= LENGTH
- R= RADIUS
- A= CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - - - EASEMENT LINE
- SET 3/4" MONUMENT
- SET STANDARD STREET MONUMENT

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3/4" X 3/4" STEEL W/AL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1 1/2" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS.

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1932 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

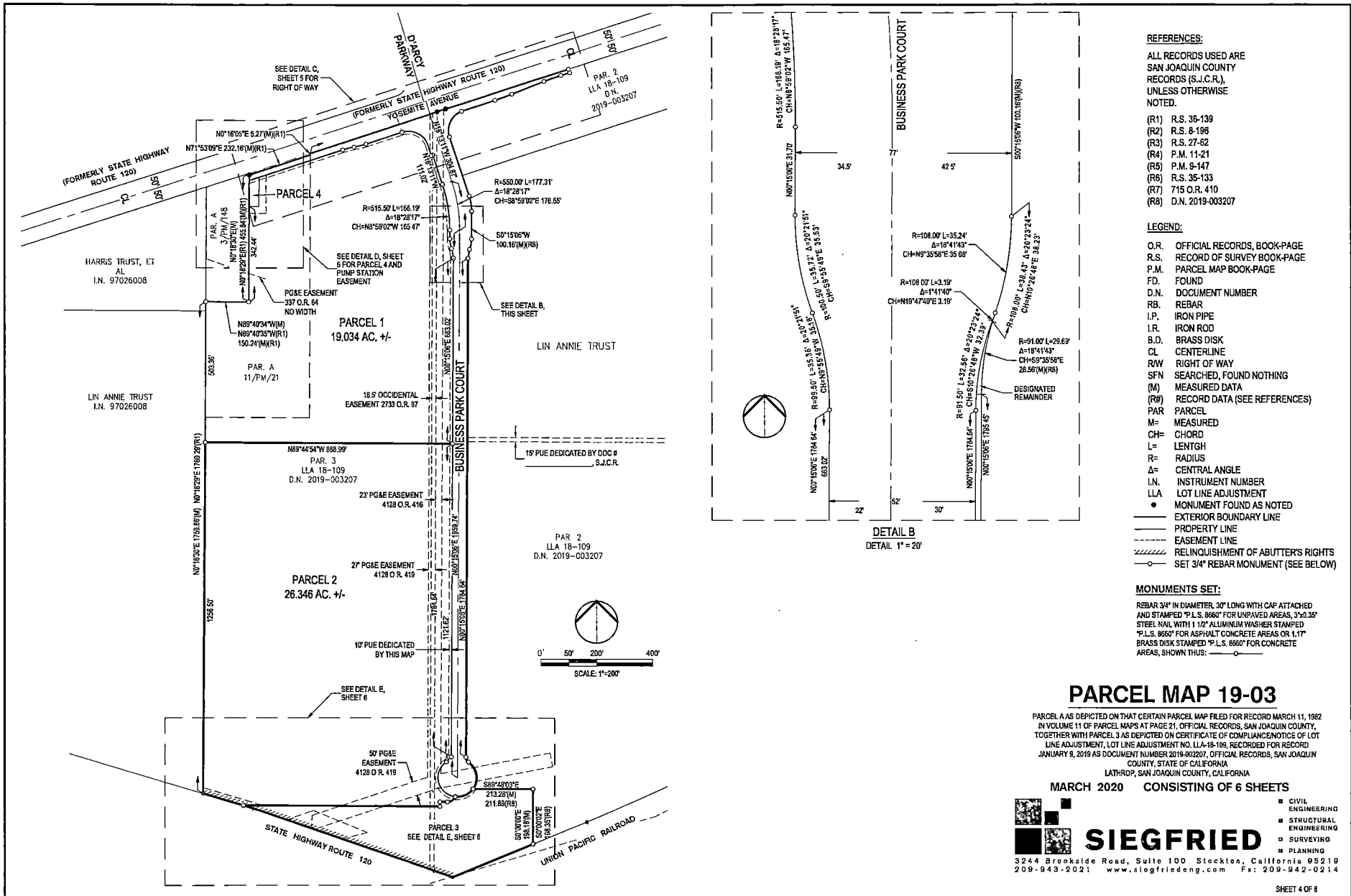


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SHEET 3 OF 6



- REFERENCES:**
- ALL RECORDS USED ARE
SAN JOAQUIN COUNTY
RECORDS (S.J.C.R.),
UNLESS OTHERWISE
NOTED.
- (R1) R.S. 36-139
 - (R2) R.S. 8-196
 - (R3) R.S. 27-62
 - (R4) P.M. 11-21
 - (R5) P.M. 9-147
 - (R6) R.S. 35-133
 - (R7) 715 O.R. 410
 - (R8) D.N. 2019-003207
- LEGEND:**
- O.R. OFFICIAL RECORDS, BOOK-PAGE
 - R.S. RECORD OF SURVEY BOOK-PAGE
 - P.M. PARCEL MAP BOOK-PAGE
 - FD. FOUND
 - D.N. DOCUMENT NUMBER
 - R.B. REBAR
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - B.D. BRASS DISK
 - CL CENTERLINE
 - R/W RIGHT OF WAY
 - SFN SEARCHED, FOUND NOTHING
 - (M) MEASURED DATA
 - (R#) RECORD DATA (SEE REFERENCES)
 - PAR PARCEL
 - M= MEASURED
 - CH= CHORD
 - L= LENGTH
 - R= RADIUS
 - Δ= CENTRAL ANGLE
 - I.N. INSTRUMENT NUMBER
 - LLA LOT LINE ADJUSTMENT
 - MONUMENT FOUND AS NOTED
 - EXTERIOR BOUNDARY LINE
 - PROPERTY LINE
 - - - EASEMENT LINE
 - //// RELINQUISHMENT OF ABUTTER'S RIGHTS
 - SET 3/4" REBAR MONUMENT (SEE BELOW)
- MONUMENTS SET:**
- REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3"x3.5" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.1" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 8, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

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- SURVEYING
- PLANNING

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LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
- D.N. DOCUMENT NUMBER
- RB. REBAR
- I.P. IRON PIPE
- I.R. IRON ROD
- B.D. BRASS DISK
- CL. CENTERLINE
- R/W. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M). MEASURED DATA
- (R#). RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
- M. MEASURED
- CH. CHORD
- L= LENGTH
- R= RADIUS
- Δ= CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
- LLA. LOT LINE ADJUSTMENT
- MONUMENT FOUND AS NOTED
- EXTERIOR BOUNDARY LINE
- PROPERTY LINE
- - - - - EASEMENT LINE
- ////// RELINQUISHMENT OF ABUTTER'S RIGHTS
- SET 3/4" REBAR MONUMENT(SEE BELOW)
- ⊙ SET STANDARD STREET MONUMENT

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3"x3" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

REFERENCES:

ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.) UNLESS OTHERWISE NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

PARCEL MAP 19-03

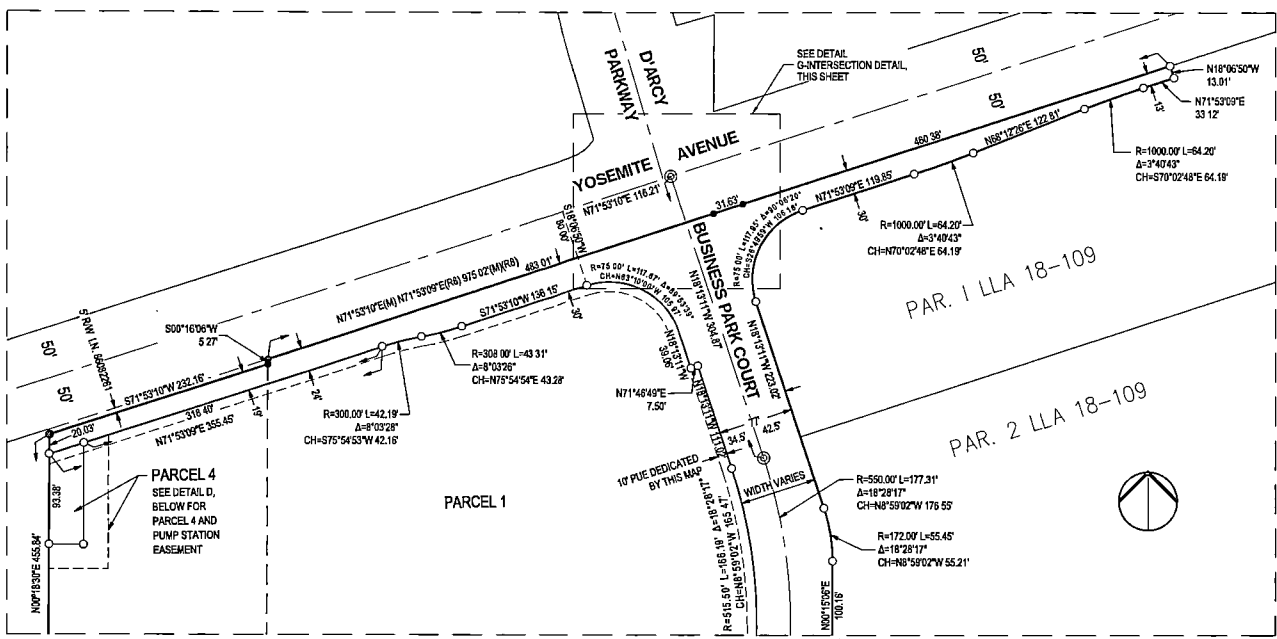
PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

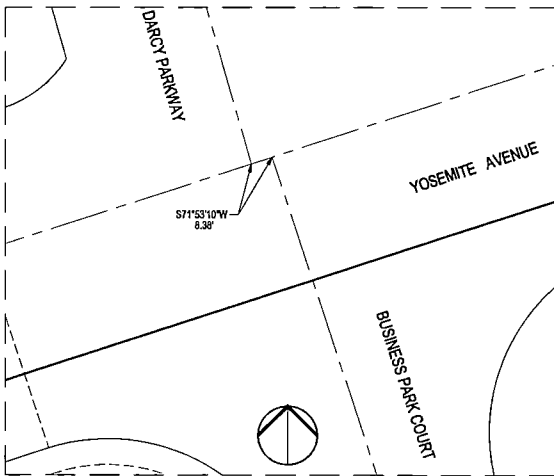
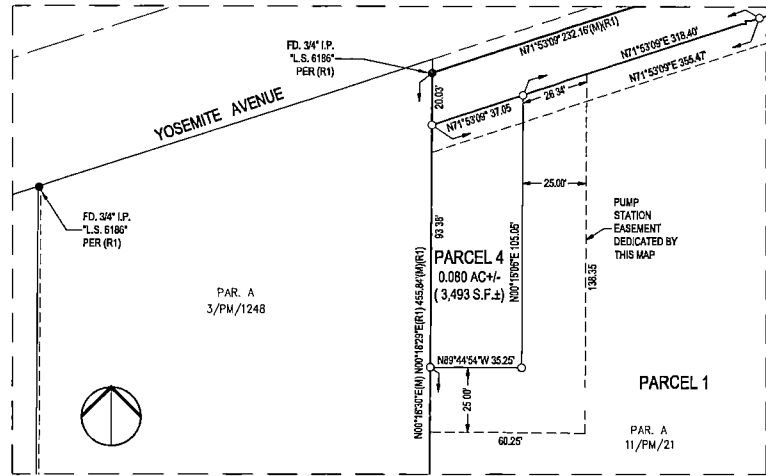
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- STRUCTURAL ENGINEERING
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DETAIL C - RIGHT OF WAY DETAIL
SCALE: 1" = 80'

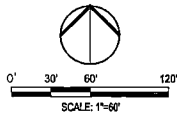


PAR. 3
LLA 18-109
D.N.2019-003207

PAR. 2
LLA 18-109
D.N.2019-003207

PARCEL 2
26.347 AC. +/-

PARCEL 3
3.853 AC. +/-

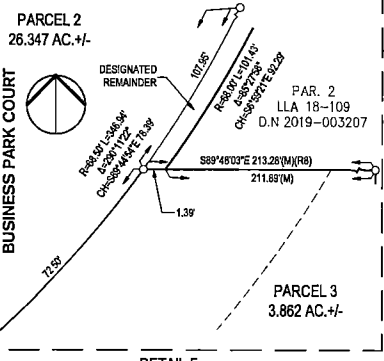


- LEGEND:**
- O.R. OFFICIAL RECORDS, BOOK-PAGE
 - R.S. RECORD OF SURVEY BOOK-PAGE
 - P.M. PARCEL MAP BOOK-PAGE
 - FD. FOUND
 - D.N. DOCUMENT NUMBER
 - RB. REBAR
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - B.D. BRASS DISK
 - CL. CENTERLINE
 - RW. RIGHT OF WAY
 - SPN. SEARCHED, FOUND NOTHING
 - (M) MEASURED DATA
 - (#) RECORD DATA (SEE REFERENCES)
 - PAR. PARCEL
 - M= MEASURED
 - CH= CHORD
 - L= LENGTH
 - R= RADIUS
 - (R)= RADIAL BEARING
 - Δ= CENTRAL ANGLE
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 - LLA. LOT LINE ADJUSTMENT
 - MONUMENT FOUND AS NOTED
 - EXTERIOR BOUNDARY LINE
 - PROPERTY LINE
 - - - EASEMENT LINE
 - /// RELINQUISHED ADJUTTER'S RIGHTS
 - SET 3/4" MONUMENT
 - ⊙ SET STANDARD STREET MONUMENT

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 - (R3) R.S. 27-62
 - (R4) P.M. 11-21
 - (R5) P.M. 9-147
 - (R6) R.S. 35-133
 - (R7) 715 O.R. 410
 - (R8) D.N. 2019-003207

STATE HIGHWAY ROUTE 120

UNION PACIFIC RAILROAD



DETAIL E
SCALE: 1"=60'

PARCEL MAP 19-03

PARCEL 1 AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1952
IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY,
TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT
LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD
JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN
COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

3244 Brookside Road, Suite 100 Stockton, California 95219
209-949-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING

SHEET 6 OF 6

- MONUMENTS SET:**
- REAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED
"P.L.S. 8660" FOR UNPAVED AREAS, 3"x0.35" STEEL NAIL WITH 1 1/2"
ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS
OR 1 1/2" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN
THUS: ○
- NOTES:**
- THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:
- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLUMR 58, PAGE 468, S.J.C.R.
 - 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
 - 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.

CITY OF LATHROP
SUBDIVISION IMPROVEMENT AGREEMENT
LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN
LATHROP GATEWAY BUSINESS PARK PHASE 1
PARCEL MAP 19-03

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this ninth (9th) day of March, 2020 (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and Lathrop Gateway 1, LLC, a Delaware limited liability company (“*SUBDIVIDER*”).

RECITALS

A. On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve the Vesting Tentative Parcel Map 13-69 (“*VTPM*”) for the Lathrop Gateway Business Park (“*LGBP*” or “*Project Site*”). Parcel Map 19-03, containing two (2) commercial/industrial lots, was approved by CITY on March 9th, 2020 (“*Parcel Map*”) and is in substantial compliance with the VTPM. The Parcel Map is attached hereto as Exhibit A to this Agreement and hereby incorporated herein by this reference.

B. SUBDIVIDER is the record owner of all two (2) lots shown on the Parcel Map, and therefore is responsible for compliance with all conditions of approval attached to the VTPM, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge that SUBDIVIDER’s construction obligations set forth herein are subject to fee credits and/or reimbursement to the extent CITY and/or third party property owners benefit from SUBDIVIDER’s construction of the Improvements, as will be more fully set forth in a *Lathrop Gateway Business Park Reimbursement Agreement*.

C. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY'S Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the VTPM (collectively, "**COAs**") and as identified in the Parcel Map and this Agreement. For purposes of this Agreement, the term "**Improvements**" shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Parcel Map, and which are specifically shown on the City-approved improvement plans for on-site and off-site backbone infrastructure improvements that are identified and/or referenced in attached Exhibit B (collectively, "**Improvement Plans**"). Any portion(s) of said Improvements not completed and accepted by CITY as of December 31, 2022 (subject to any extension(s) granted hereunder) shall be considered past due and a default of the SUBDIVIDER thereby automatically triggering a claim against the performance bond posted with the CITY pursuant to this agreement. For purposes of this Agreement, "**substantially complete**" shall mean that the Improvement(s) at issue may be used for their intended purpose(s). To ensure construction of the Improvements as contemplated herein occur, SUBDIVIDER shall be required to post acceptable bond(s) and/or other acceptable letter(s) of credit or guarantee in the amount(s) specified herein (collectively, "**Security**").

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Parcel Map on March 9th, 2020 and subsequent recordation; and (2) approval and acceptance of the Improvements upon their satisfactory completion or guarantee of completion, and in consideration of SUBDIVIDER'S construction of Improvements in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements for the two (2) lots within the Parcel Map in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the approved Improvement Plans and specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

2. CITY hereby acknowledges and agrees that the design of the traffic signal located at the intersection of Yosemite Avenue and McKinley Avenue will be completed and approved at a later date from the approval of the Parcel Map and associated Improvement Plans. SUBDIVIDER shall complete design and construction of the intersection improvements to the required specifications listed in the VTPM and shown on attached Exhibit D prior to the issuance of certificate(s) of occupancy for any structure within the Project. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) identified in Exhibit E.

3. SUBDIVIDER shall complete and City shall have accepted all Improvements by December 31, 2022, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

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

5. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as may be required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department. The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Parcel Map.

6. The parties acknowledge and agree that the Business Park Court median length shown in the approved VTPM is incorrect and was not the approved design of the center median just south of Yosemite Avenue. SUBDIVIDER agrees to design and construct a median of sufficient length to prohibit left turn movements from the two driveways that provide access to the north side of building one.

7. SUBDIVIDER acknowledges that the Regional Outfall Structure (ROS) fee will be due prior to the issuance of the first building permit. SUBDIVIDER shall pay the full cost of the portion that will benefit the LGBP and is eligible for reimbursement from developments within the LGBP Specific Plan Area through a reimbursement agreement, to be created at a future date.

8. SUBDIVIDER acknowledges and does not object to the modifications of the LGBP Specific Plan cross sections for McKinley Avenue and Yosemite Avenue per Minor Specific Plan Amendment No. SPA-18-71 and Site Plan Review No. SPR-18-40 and shall apply these modifications to the design and construction of Yosemite Avenue as shown in Exhibit G.

9. Pursuant to the Basis of Design Report dated September 19, 2019, SUBDIVIDER has purchased 25,840 gallons per day (gpd) of potable water capacity for Phase 1 (47.9 acres).

Potable water will be supplied to Phase 1 by one-third of the total capacity (8,613.3 gpd) from CITY groundwater and two-thirds of the total capacity (17,226.6 gpd) from South San Joaquin Irrigation District (SSJID) surface water. The water demand factor of 500 gpd/acre used to determine the potable water demand in the Basis of Design Report is significantly lower than the City Water Master Plan demand factor of 1400 gpd/acre and therefore the use of buildings within Phase 1 are limited to dry warehouse use only. A change of use that increases the consumption of potable water beyond what is stated herein will require purchase of additional water supply. The water capacity has been distributed between the two parcels within Phase 1 using the demand factor of 500 gpd/acre. Referring to Parcel Map 19-03, 9,536 gpd is allocated to the 19.072-acre Parcel One and 13,174 gpd is allocated to the 26.347-acre Parcel Two.

10. Pursuant to the Basis of Design Report dated September 19, 2019, SUBDIVIDER has established 8,266 gallons per day (gpd) of wastewater treatment and disposal for Phase 1 (47.9 acres). The wastewater flow factor of 172 gpd/acre used to determine the sewer generation in the Basis of Design Report is significantly lower than the City Sewer Master Plan flow factor of 355 gpd/acre and therefore the use of buildings within Phase 1 are limited to dry warehouse use only. A change of use that increases the generation of wastewater beyond what is stated herein will require purchase of additional wastewater treatment and disposal capacity. The wastewater capacity has been distributed between the two parcels within Phase 1 using the demand factor of 172 gpd/acre. Referring to Parcel Map 19-03, 3,280.4 gpd is allocated to the 19.072-acre Parcel One and 4,531.7 gpd is allocated to the 26.347-acre Parcel Two.

11. Pursuant to the Agreement to Improve and Transfer Real Property in Exchange for Allocation by City of Capacity for Treatment of Sewer and Storage and Disposal of Recycled Water dated June 10, 2019 (Spray Field Agreement), SUBDIVIDER shall construct improvements that will provide the City with its needed disposal capacity, which SUBDIVIDER will convey to

the City in exchange and consideration for sanitary sewer service for the Project. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed in Section 18 of this agreement.

12. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in a good and workmanlike manner.

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

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

15. Prior to acceptance of Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount being equal to approximately ten percent (10%) of the estimated cost of the Improvements. The Warranty Bond shall be in place for a period of one (1) year after CITY's acceptance of the Improvements. The total amount of said Security is set forth in Paragraph 15, to ensure SUBDIVIDER'S repair of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one (1) year guarantee period provided there are no claims against it then outstanding.

16. Because some of the Improvements are required to provide access and necessary

utilities to the Project Site, CITY shall have the right to withhold the issuance of certificate(s) of occupancy for any structure(s) that is intended to be occupied within the Project until the Improvements are substantially complete and accepted, except in the case of any one of the following:

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

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

17. If, after receipt of written notice from CITY that SUBDIVIDER: (a) has failed to substantially complete construction of the Improvements within the time specified in this Agreement (subject to any extension(s) provided for hereunder), and SUBDIVIDER does not cure said failure within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced within that 90-day period and diligently prosecuted thereafter), or (b) has failed to repair, replace or reconstruct any defects, as set forth in Paragraph 9 above and fails to

cure same within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced during this 90-day period and diligently prosecuted thereafter) after receipt of written notice from CITY re same, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the outstanding Improvement(s), either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any Security deposited as required herein as is necessary to cover the actual costs of completion, repair, replacement, and/or reconstruction of said outstanding Improvements incurred by CITY (as well as administrative costs as specified below). Once action is taken by CITY to complete, repair, replace and/or reconstruct all or any portion of the Improvement(s), SUBDIVIDER shall be responsible for all actual costs incurred by CITY in connection therewith up to the amount of the Security provided for hereunder, even if SUBDIVIDER subsequently substantially completes the construction of (or the repair, replacement and/or reconstruction, if applicable) the Improvements. CITY's recourse against SUBDIVIDER for failure to substantially complete (or the repair, replacement and/or reconstruction, if applicable) the Improvements shall be limited to the Security (i.e., any letter of guarantee, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) provided for under this Agreement. The parties acknowledge and agree that any and all administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, actually incurred by CITY, in addition to the actual costs of the Improvements that CITY is required to complete, repair, replace and/or reconstruct shall be a proper charge against the Security provided for hereunder. If it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such Improvement(s), SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith if and to the extent CITY prevails in such action.

18. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the

Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed below and in Exhibit F.

Improvement Engineer's Estimate (EE)	\$8,130,514
Improvement Performance Guarantee (PG) (110% of total cost)	\$8,943,565
Improvement Labor & Materials Guarantee (M&L) (50% of PG)	\$4,471,780
Spray Field Engineer's Estimate (EE)	\$2,493,750
Spray Field Performance Guarantee (PG) (110% of total cost)	\$2,992,500
Spray Field Labor & Materials Guarantee (M&L) (50% of PG)	\$1,496,250

- a. *For Performance:* Improvement security in the aggregate total amount of Eight Million, Nine Hundred Forty-Three Thousand, Five Hundred Sixty-Five Dollars (\$8,943,565), representing one hundred percent (100%) of the City Engineer's approved estimated cost (estimated cost to include a 10% contingency) to complete construction of all Improvements. Spray Field security in the aggregate total amount of Two Million, Nine Hundred Ninety-Two Thousand, Five Hundred Dollars (\$2,992,500), representing one hundred percent (100%) of the City Engineer's approved estimated cost (estimated cost to include a 20% contingency per the Spray Field Agreement) to complete construction of the Spray Field. Performance Bonds shall be exonerated and released upon acceptance by CITY of the Improvements and Spray Field so secured and upon SUBDIVIDER providing a Warranty Bond for the Improvements and Spray Field to CITY as required by this Agreement.
- b. *For Labor and Material:* Improvement security in the aggregate total amount of

Four Million, Four Hundred Seventy-One Thousand, Seven Hundred Eighty Dollars (\$4,471,780), representing fifty percent (50%) of the Performance Bond amount. Spray Field security in the aggregate total amount of One Million, Four Hundred Ninety-Six Thousand, Two Hundred Fifty Dollars (\$1,496,250), representing fifty percent (50%) of the Performance Bond amount. Labor and Materials Bond shall be exonerated and released upon acceptance by CITY of the relevant category of the Improvements and Spray Field so secured and upon SUBDIVIDER providing a Warranty Bond for the Improvements and Spray Field to CITY as required by this Agreement.

- c. *For Maintenance:* Improvement security in the aggregate total amount of Eight Hundred Ninety-Four Thousand, Three Hundred Fifty-Seven Dollars (\$894,357) representing ten percent (10%) of the Performance Guarantee for the Improvements. Spray Field security in the aggregate total amount of Two Hundred Ninety-Nine Thousand, Two Hundred Fifty Dollars (\$299,250) representing ten percent (10%) of the Performance Guarantee for the Spray Field. The Warranty Bond shall be in place for a period of one (1) year after CITY's acceptance of the Improvements and Spray Field. The Warranty Bond shall be released at the end of the one (1) year guarantee period provided there are no claims against it then outstanding.

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

20. In connection with SUBDIVIDER's obligation to obtain the Security hereunder, SUBDIVIDER shall ensure (as documented by provision(s) in the Security instrument(s) that are consistent with this Paragraph 14) that each such surety (a) shall not be exonerated or otherwise

released from liability under the applicable Security instrument(s) as a result of changes to the Improvement Plans and/or this Agreement that are approved by SUBDIVIDER and CITY, and (b) shall consent to any such changes to the Improvement Plans and/or this Agreement and waive the provisions of California Civil Code section 2819.

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

22. Neither CITY nor any of its officers, employees, or agents, shall be liable to SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

23. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "*Indemnitees*"), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER'S contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings of any type that maybe brought or instituted against CITY and Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees,

except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 17 are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

25. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the Project Site. SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding CITY fees and charges have been paid, and the City Council has accepted the Improvements as complete.

26. SUBDIVIDER shall pay applicable service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year in which CITY accepts same, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

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

28. SUBDIVIDER shall, at its expense, require all contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER (and its General Contractor/subcontractors to the extent required under applicable law) shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all applicable local, state and federal laws whether or not said laws are expressly stated in this Agreement.

29. This Agreement and any amendments hereto comprise the entire understanding and

agreement between the parties regarding the subject matter of this Agreement.

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

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

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

If to SUBDIVIDER: Lathrop Gateway 1, LLC
 1999 Harrison Street, #1816
 Oakland, CA 94611
 Attn: David Haugen
 Email: dhaugen@phelandevco.com

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 24.

25. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

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

EXHIBIT A: PARCEL MAP No. 19-03

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

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS

EXHIBIT E: YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION COST ESTIMATE

EXHIBIT F: ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS

EXHIBIT G: MODIFIED LGBP SPECIFIC PLAN CROSS SECTIONS

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

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

f. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

g. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

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

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

j. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

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

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of
March, 2020, at Lathrop, California.

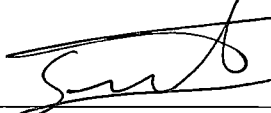
CITY OF LATHROP,
A California municipal corporation of the
State of California

By: _____
Stephen J. Salvatore Date
City Manager

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

By: _____
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:  _____ 2-26-2020
Salvador Navarrete Date
City Attorney

SUBDIVIDER

LATHROP GATEWAY 1, LLC,
A Delaware limited liability company

By: Phelan-Haugen, LLC,
a California limited liability company,
Its Managing Member

By: Haugen Investments, LLC,
a California limited liability company,
Its Manager

By: _____
David M. Haugen, Manager

EXHIBIT A

PARCEL MAP NO 19-03

PARCEL MAP 19-03

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT WE ARE THE OWNER(S) OF ALL THE LAND AND EASEMENTS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 19-03" THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH; THAT THE MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PUBLIC OR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 3 AS SHOWN ON THIS PARCEL MAP, FOR STORM DRAIN PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC STORM DRAINAGE UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE: PARCEL 4 AS SHOWN ON THIS PARCEL MAP, FOR SANITARY SEWER PURPOSES FOR THE BENEFIT OF THE PUBLIC FOR BUT NOT LIMITED TO THE FOLLOWING USES: PUBLIC SANITARY SEWER UTILITIES, INCLUDING ALL APPURTENANCES.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER, AND UNDER THE STRIPS OF LAND SHOWN UPON THIS MAP MARKED "10' PUE" (PUBLIC UTILITY EASEMENT) AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "PUMP STATION EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THE UNDERSIGNED, DO HEREBY DEDICATE TO THE CITY OF LATHROP, A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND MAINTAIN PIPES, VALVES, AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THAT LAND AS SHOWN UPON THIS MAP MARKED "20' STORM DRAIN FORCED MAIN EASEMENT" AS EMBRACED WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

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

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD

DATED THIS _____ DAY OF _____, 2020.

OWNER: LATHROP GATEWAY 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: PHELAN-HAUGEN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER.

BY: HAUGEN INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER.

BY: _____

TITLE: DAVID M. HAUGEN, ITS MANAGER

OWNER'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

PARCEL 4 AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

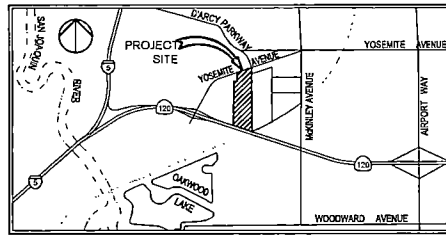
MARCH 2020 CONSISTING OF 6 SHEETS



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- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING



VICINITY MAP
SCALE: NTS

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED AUGUST 14, 2019 AS INSTRUMENT NO. 2019-087378, SAN JOAQUIN COUNTY RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE RECORDATION OF THIS PARCEL MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2020.

WELLS FARGO BANK, NATIONAL ASSOCIATION

BY: _____ TITLE _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA COUNTY OF _____
ON _____, BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

NAME (PRINT) _____

PRINCIPAL COUNTY OF BUSINESS _____

MY COMMISSION EXPIRES _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO THE TENTATIVE PARCEL MAP NO. _____ APPROVED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 2020.

DATED THIS _____ DAY OF _____, 2020.

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

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LATHROP GATEWAY 1, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR SHALL BE SET IN SUCH POSITIONS ON OR BEFORE JUNE 1, 2021, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 4TH DAY OF MARCH, 2020

KEVIN GENASC, P.L.S. No. 8660
LICENSE EXPIRATION DATE: 12/31/19



CITY SURVEYOR'S STATEMENT:

I, ANNE-SOPHIE TROUNG, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020.

ANNE-SOPHIE TROUNG, LS 8958

CITY SURVEYOR

CITY ENGINEER'S STATEMENT:

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

DATED THIS _____ DAY OF _____, 2020.

GLENN GERBHARDT, R.C.E. No. 34681
CITY ENGINEER

CITY CLERK'S STATEMENT:

I, TERESA VARGAS, CITY CLERK AND THE CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 19-03" CONSISTING OF SIX (6) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCEL 3, PARCEL 4, WATER RIGHTS, AND ACCEPT THE OFFER OF DEDICATION OF ALL STREETS, AVENUES, ROADS AND WAYS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16.18 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

DATED THIS _____ DAY OF _____, 2020.

TERESA VARGAS
CITY CLERK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2020, AT _____ A.M./P.M. IN BDOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____, AT THE REQUEST OF SIEGFRIED.

FEE: \$ _____

STEVE J. BESTOLARIDES,
COUNTY RECORDER/CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY:
ASSISTANT/DEPUTY RECORDER

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 31, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-106, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

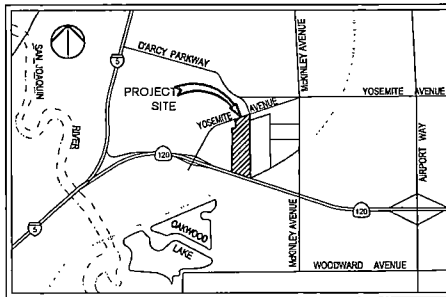
MARCH 2020 CONSISTING OF 6 SHEETS



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- SURVEYING
- PLANNING



VICINITY MAP
SCALE: NTS

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66438(a), 3(A)(1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED.

1. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, BK 337 O.R. PG 64, S.J.C.R.
2. OCCIDENTAL PETROLEUM COMPANY, FOR PIPELINE, I.N. 45069, BK 2793 O.R. PG 97, S.J.C.R.
3. PACIFIC GAS AND ELECTRIC COMPANY, FOR PIPELINE, I.N. 44502, BK 3164 O.R. PG 250, S.J.C.R.
4. PACIFIC GAS AND ELECTRIC COMPANY, FOR ELECTRICAL TRANSMISSION LINES, D.N. 32450, BK 3669 O.R. PG 586, S.J.C.R.
5. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, D.N. 26054, BK 4128 O.R. PG 419, S.J.C.R.
6. PACIFIC GAS AND ELECTRIC COMPANY, FOR POLE LINE AND GUY WIRES, I.N. 26055, BK 4128 O.R. PG 419, S.J.C.R.
7. OCCIDENTAL PETROLEUM COMPANY, FOR RIGHT OF WAY PURPOSES, I.N. 62790, BK 2768 O.R. PG 432, S.J.C.R.
8. STANISLAUS ELECTRIC POWER COMPANY, FOR ELECTRICAL TRANSMISSION AND TELEPHONE LINES, BK A OF DEEDS, VOL 58, PG 467, S.J.C.R.
9. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR ELECTRICAL TRANSMISSION LINES, POLE LINES, AND GUY WIRES, BK A OF DEEDS, VOL 187, PG 221, S.J.C.R.
10. SIERRA AND SAN FRANCISCO POWER COMPANY, FOR POLE LINES AND GUY WIRES, BK A OF DEEDS, VOL 205, PG 180, S.J.C.R.

RIGHT TO FARM STATEMENT:

PER LATHROP CITY MUNICIPAL CODE OF ORDINANCES TITLE 15, CHAPTER 15.48 (4), THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

CERTIFICATE OF DEDICATION:

THE FOLLOWING REAL PROPERTY, PARCEL 4 AS SHOWN, IS DEDICATED BY LATHROP GATEWAY 1, A DELEWARE LIMITED LIABILITY COMPANY, 450 NEWPORT CENTER DR., STE. 405, NEWPORT BEACH, CA, 92663, FOR SANITARY SEWER PURPOSES.

THE CITY OF LATHROP SHALL RE-CONVEY THE PROPERTY, PARCEL 4 AS SHOWN, TO THE SUB DIVIDER IF THE CITY OF LATHROP MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SOILS REPORT STATEMENT:

A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY ENGEO, TITLED "LATHROP GATEWAY BUILDINGS A AND B" DATED MAY 24, 2018 AND IS ON FILE WITH THE CITY OF LATHROP.

NOTES:

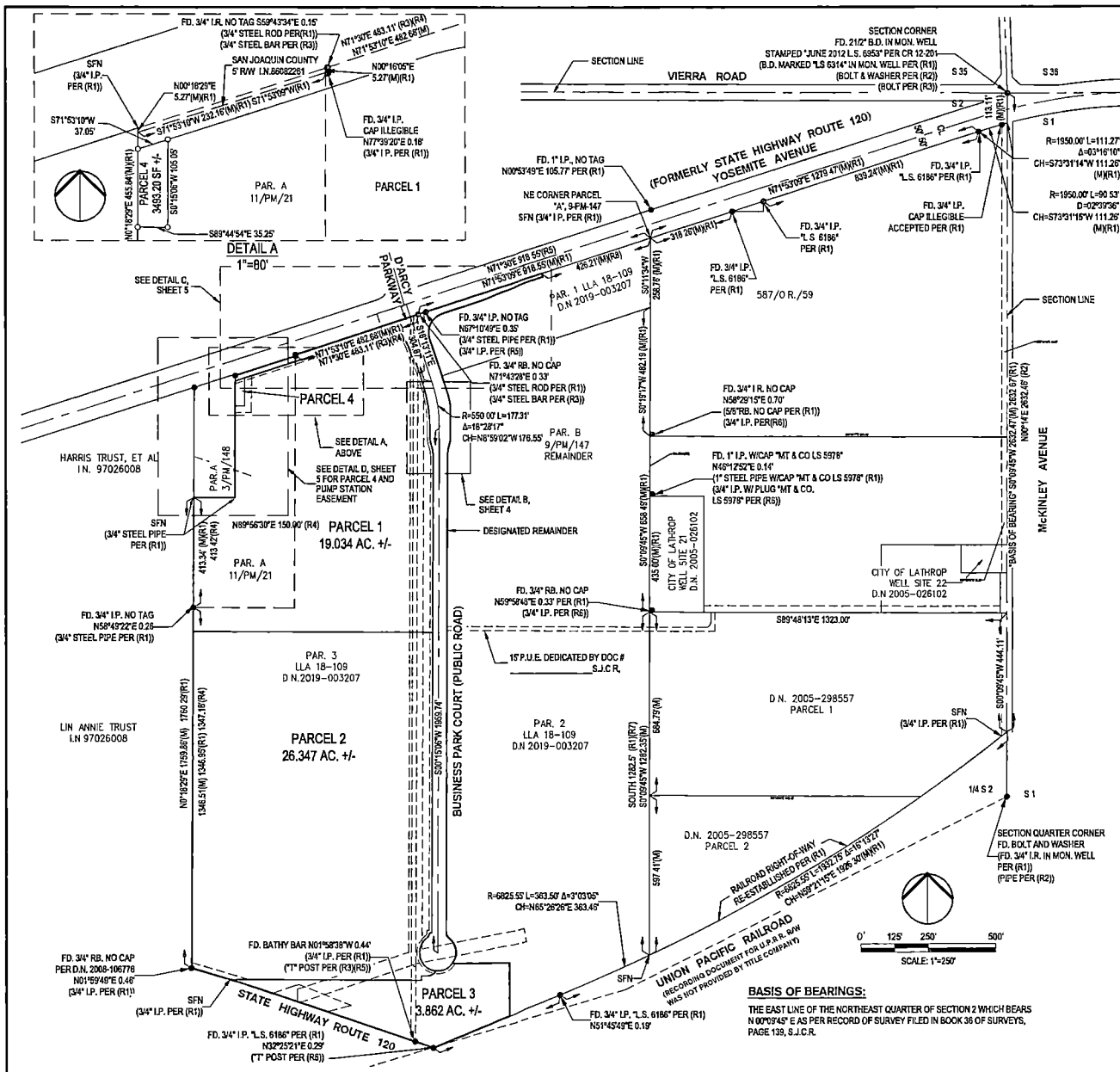
THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:

- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLLNR 58, PAGE 468, S.J.C.R.
- 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
- 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.

THE LOT CONFIGURATION, PUBLIC ROAD, AND PROPOSED EASEMENTS AS SHOWN CONFORM WITH MINOR SPECIFIC PLAN AMENDMENT NO. SPA-19-71, AND SITE PLAN REVIEW NO. SPR-19-40, AS APPROVED BY THE CITY OF LATHROP.

AREA SUMMARY:

PARCEL 1 - 19.122 AC +/-
PARCEL 2 - 26.347 AC +/-
PARCEL 3 - 3.892 AC +/-
PARCEL 4 - 0.080 AC +/- (3,493 S.F.)
UNSUBDIVIDED
REMAINDER - 0.087 AC +/- (3,785 S.F.)



REFERENCES:
 ALL RECORDS USED ARE SAN JOAQUIN COUNTY RECORDS (S.J.C.R.), UNLESS OTHERWISE NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

LEGEND:
 O.R. OFFICIAL RECORDS, BOOK-PAGE
 R.S. RECORD OF SURVEY BOOK-PAGE
 P.M. PARCEL MAP BOOK-PAGE
 FD. FOUND
 D.N. DOCUMENT NUMBER
 R.B. REBAR
 I.P. IRON PIPE
 I.R. IRON ROD
 B.D. BRASS DISK
 CL. CENTERLINE
 RW. RIGHT OF WAY
 SFN. SEARCHED, FOUND NOTHING
 M. MEASURED DATA
 (R&R) RECORD DATA (SEE REFERENCES)
 PAR. PARCEL
 M= MEASURED
 CH= CHORD
 L= LENGTH
 R= RADIUS
 Δ= CENTRAL ANGLE
 I.N. INSTRUMENT NUMBER
 LLA. LOT LINE ADJUSTMENT
 ● MONUMENT FOUND AS NOTED
 --- EXTERIOR BOUNDARY LINE
 --- PROPERTY LINE
 - - - - - EASEMENT LINE
 --- SET 3/4" MONUMENT
 --- SET STANDARD STREET MONUMENT

MONUMENTS SET:
 REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNGRAVED AREAS, 3/8" X 3/8" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT CONCRETE AREAS OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

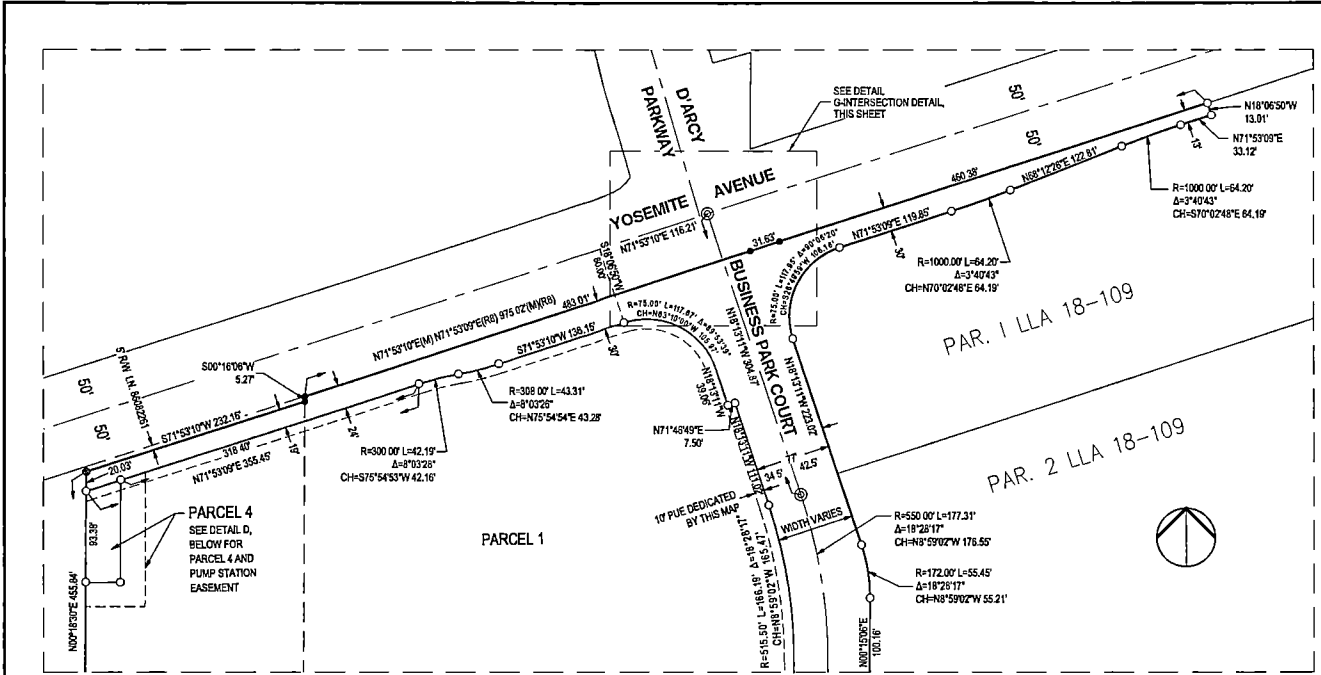
PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
 LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2020 CONSISTING OF 6 SHEETS

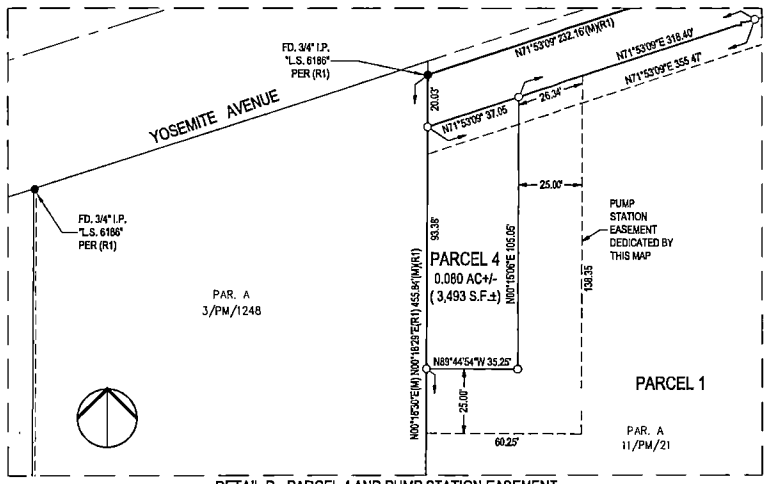
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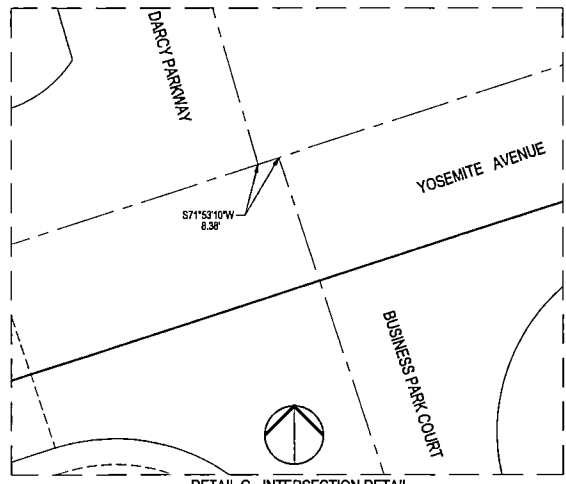
BASIS OF BEARINGS:
 THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2 WHICH BEARS N 00°09'45" E AS PER RECORD OF SURVEY FILED IN BOOK 36 OF SURVEYS, PAGE 139, S.J.C.R.



DETAIL C - RIGHT OF WAY DETAIL
SCALE: 1" = 50'



DETAIL D - PARCEL 4 AND PUMP STATION EASEMENT
DETAIL 1" = 30'



DETAIL G - INTERSECTION DETAIL
DETAIL 1" = 30'

- LEGEND:**
- O.R. OFFICIAL RECORDS, BOOK-PAGE
 - R.S. RECORD OF SURVEY BOOK-PAGE
 - P.M. PARCEL MAP BOOK-PAGE
 - FD. FOUND
 - D.N. DOCUMENT NUMBER
 - RB. REBAR
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - B.D. BRASS DISK
 - CL. CENTERLINE
 - RAW. RIGHT OF WAY
 - SFN. SEARCHED, FOUND NOTHING
 - (M). MEASURED DATA
 - (RW). RECORD DATA (SEE REFERENCES)
 - PAR. PARCEL
 - M= MEASURED
 - CH= CHORD
 - L= LENGTH
 - R= RADIUS
 - A= CENTRAL ANGLE
 - I.N. INSTRUMENT NUMBER
 - LLA. LOT LINE ADJUSTMENT
 - MONUMENT FOUND AS NOTED
 - EXTERIOR BOUNDARY LINE
 - PROPERTY LINE
 - EASEMENT LINE
 - ////// RELINQUISHMENT OF ABUTTER'S RIGHTS
 - SET 3/4" REBAR MONUMENT (SEE BELOW)
 - ⊙ SET STANDARD STREET MONUMENT

- MONUMENTS SET:**
- REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3"x0.35" STEEL NAIL WITH 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT/CONCRETE AREAS OR 1.1" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

- REFERENCES:**
- ALL RECORDS USED ARE
SAN JOAQUIN COUNTY
RECORDS (S.J.C.R.),
UNLESS OTHERWISE
NOTED.

- (R1) R.S. 36-139
- (R2) R.S. 8-196
- (R3) R.S. 27-62
- (R4) P.M. 11-21
- (R5) P.M. 9-147
- (R6) R.S. 35-133
- (R7) 715 O.R. 410
- (R8) D.N. 2019-003207

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1992 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT, LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS

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PAR. 3
LLA 18-109
D.N.2019-003207

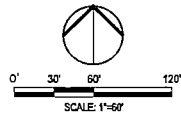
PAR. 2
LLA 18-109
D.N.2019-003207

PARCEL 2
26.347 AC. +/-

PARCEL 3
3.853 AC. +/-

STATE HIGHWAY ROUTE 120

UNION PACIFIC RAILROAD



LEGEND:

- O.R. OFFICIAL RECORDS, BOOK-PAGE
- R.S. RECORD OF SURVEY BOOK-PAGE
- P.M. PARCEL MAP BOOK-PAGE
- FD. FOUND
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- RB. REBAR
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- CL. CENTERLINE
- R/W. RIGHT OF WAY
- SFN. SEARCHED, FOUND NOTHING
- (M). MEASURED DATA
- (#). RECORD DATA (SEE REFERENCES)
- PAR. PARCEL
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- (R)= RADIAL BEARING
- Δ=. CENTRAL ANGLE
- I.N. INSTRUMENT NUMBER
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- . MONUMENT FOUND AS NOTED
- . EXTERIOR BOUNDARY LINE
- — —. PROPERTY LINE
- - - - - EASEMENT LINE
- ///. RELINQUISHED ABUTTER'S RIGHTS
- . SET 3/4" MONUMENT
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REFERENCES:

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- (R1) R.S. 36-139
 - (R2) R.S. 8-186
 - (R3) R.S. 27-62
 - (R4) P.M. 11-21
 - (R5) P.M. 9-147
 - (R6) R.S. 35-133
 - (R7) 715 O.R. 410
 - (R8) D.N. 2019-003207

DETAIL E
SCALE: 1"=60'

PARCEL MAP 19-03

PARCEL A AS DEPICTED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD MARCH 11, 1982 IN VOLUME 11 OF PARCEL MAPS AT PAGE 21, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, TOGETHER WITH PARCEL 3 AS DEPICTED ON CERTIFICATE OF COMPLIANCE/NOTICE OF LOT LINE ADJUSTMENT/LOT LINE ADJUSTMENT NO. LLA-18-109, RECORDED FOR RECORD JANUARY 9, 2019 AS DOCUMENT NUMBER 2019-003207, OFFICIAL RECORDS, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

MARCH 2020 CONSISTING OF 6 SHEETS



SIEGFRIED

3244 Brookside Road, Suite 100 Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- SURVEYING
- PLANNING

SHEET 6 OF 6

MONUMENTS SET:

REBAR 3/4" IN DIAMETER, 30" LONG WITH CAP ATTACHED AND STAMPED "P.L.S. 8660" FOR UNPAVED AREAS, 3/8-3/8" STEEL NAIL WITH 1 1/2" ALUMINUM WASHER STAMPED "P.L.S. 8660" FOR ASPHALT/CONCRETE AREAS OR 1.17" BRASS DISK STAMPED "P.L.S. 8660" FOR CONCRETE AREAS, SHOWN THUS: ○

NOTES:

THE EXACT LOCATION OF THE FOLLOWING EASEMENTS COULD NOT BE DETERMINED:

- 1) STANISLAUS ELECTRIC POWER COMPANY - BOOK A OF DEEDS, VOLUME 68, PAGE 469, S.J.C.R.
- 2) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 187, PAGE 221, S.J.C.R.
- 3) SIERRA AND SAN FRANCISCO POWER COMPANY - BOOK A OF DEEDS, VOLUME 205, PAGE 180, S.J.C.R.

EXHIBIT B

**LIST OF APPLICABLE PLANS AND
SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS**

EXHIBIT B-1

LIST OF APPLICABLE PLANS AND SEPCIFICATIONS FOR IDENTIFIED IMPROVEMENTS

SHEET NO.	SHEET NAME	DATE	PREPARED BY
TRAFFIC SIGNAL IMPROVEMENT PLANS			
TS-1	SIGNAL MODIFICATION PLAN	09/06/2019	ADVANCED MOBILITY GROUP
TS-2	SIGNAL MODIFICATION SCHEDULE	09/06/2019	ADVANCED MOBILITY GROUP
SEWER PUMP STATION GENERAL			
G1	COVER SHEET	09/20/2019	COLEMAN ENGINEERING
G2	GENERAL NOTES	09/20/2019	COLEMAN ENGINEERING
G3	GENERAL NOTES, LEGEND, & ABBREVIATIONS	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION GENERAL			
C1	SITE PLAN	09/20/2019	COLEMAN ENGINEERING
C2	GRADING PLAN	09/20/2019	COLEMAN ENGINEERING
C3	GRADING DETAILS	09/20/2019	COLEMAN ENGINEERING
C4	CIVIL DETAILS-1	09/20/2019	COLEMAN ENGINEERING
C5	CIVIL DETAILS-2	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION MECHANICAL			
M1	MECHANICAL PLAN	09/20/2019	COLEMAN ENGINEERING
M2	MECHANICAL SECTIONS	09/20/2019	COLEMAN ENGINEERING
M3	MECHANICAL DETAILS-1	09/20/2019	COLEMAN ENGINEERING
M4	MECHANICAL DETAILS-2	09/20/2019	COLEMAN ENGINEERING
SEWER PUMP STATION ELECTRICAL			
E1	ELECTRICAL ABBREVIATIONS AND SYMBOLS	9/20/2019	K. PEARSON ENGINEERING
E2	ELECTRICAL DETAILS-1	9/20/2019	K. PEARSON ENGINEERING
E3	ELECTRICAL DETAILS-2	9/20/2019	K. PEARSON ENGINEERING
E4	SINGLE LINE DIAGRAM	9/20/2019	K. PEARSON ENGINEERING
E5	ELECTRICAL SITE AND GROUNDING PLAN	9/20/2019	K. PEARSON ENGINEERING
E6	ELECTRICAL EQUIPMENT ELEVATIONS-1	9/20/2019	K. PEARSON ENGINEERING
E7	ELECTRICAL EQUIPMENT ELEVATIONS-2	9/20/2019	K. PEARSON ENGINEERING
E8	ELECTRICAL SECTIONS	9/20/2019	K. PEARSON ENGINEERING
E9	CONTROL SCHEMATICS-1	9/20/2019	K. PEARSON ENGINEERING
E10	CONTROL SCHEMATICS-2	9/20/2019	K. PEARSON ENGINEERING
E11	CONDUIT AND CABLE SCHEDULE, PANEL SCHEDULE	9/20/2019	K. PEARSON ENGINEERING
E12	PLC CONTROL PANEL INTERIOR ELEVATION	9/20/2019	K. PEARSON ENGINEERING
E13	CONTROL PANEL BACKPAN-POWER DISTRIBUTION AND CONTROLS-1	9/20/2019	K. PEARSON ENGINEERING
E14	CONTROL PANEL PLC/DIGITAL INPUTS	9/20/2019	K. PEARSON ENGINEERING
E15	CONTROL PANEL PLC/DIGITAL OUTPUTS AND COMMUNICATION DETAILS	9/20/2019	K. PEARSON ENGINEERING
E16	CONTROL PANEL PLC/ANALOG INPUTS AND ANALOG OUTPUTS	9/20/2019	K. PEARSON ENGINEERING
E17	COMMUNICATIONS BLOCK DIAGRAM	9/20/2019	K. PEARSON ENGINEERING

LANDSCAPE CONSTRUCTION DOCUMENTS			
L1.0	IRRIGATION PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L1.1	IRRIGATION PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L1.2	IRRIGATION PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L1.3	IRRIGATION PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L1.4	IRRIGATION LEGEND AND CALCULATIONS	09/03/2019	SIEGFRIED ENGINEERING
L2.0	PLANTING PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L2.1	PLANTING PLAN-YOSEMITE AVENUE	09/03/2019	SIEGFRIED ENGINEERING
L2.2	PLANTING PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L2.3	PLANTING PLAN-RETENTION BASIN	09/03/2019	SIEGFRIED ENGINEERING
L2.4	PLANTING LEGEND AND NOTES	09/03/2019	SIEGFRIED ENGINEERING
L3.0	LANDSCAPE DETAILS I	09/03/2019	SIEGFRIED ENGINEERING
L3.1	LANDSCAPE DETAILS II	09/03/2019	SIEGFRIED ENGINEERING
L3.2	LANDSCAPE DETAILS III	09/03/2019	SIEGFRIED ENGINEERING
PG&E GAS CONSTRUCTION DRAWINGS			
DRY UTILITIES			
1	COVER	5/20/19	PENNINO MANAGEMENT GROUP
2	COMPOSITE	5/20/19	PENNINO MANAGEMENT GROUP
3	COMPOSITE	5/20/19	PENNINO MANAGEMENT GROUP
4	TRENCH DETAIL	5/20/19	PENNINO MANAGEMENT GROUP
5	ELECTRIC	5/20/19	PENNINO MANAGEMENT GROUP
6	ELECTRIC	5/20/19	PENNINO MANAGEMENT GROUP
7	ELECTRIC SPECS	5/20/19	PENNINO MANAGEMENT GROUP
8	FRONTIER DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
9	FRONTIER DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
10	COMCAST DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
11	COMCAST DRAWING	5/20/19	PENNINO MANAGEMENT GROUP
PARCEL MAP			
1	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
2	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
3	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
4	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
5	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
6	PARCEL MAP 19-03	SEPTEBER 2019	SIEGFRIED
CIVIL-BACKBONE IMPROVEMENT PLANS			
C1.0	TITLE SHEET	09/03/2019	SIEGFRIED
C2.0	GENERAL NOTES I	09/03/2019	SIEGFRIED
C2.1	GENERAL NOTES II	09/03/2019	SIEGFRIED
C3.0	SITE PLAN	09/03/2019	SIEGFRIED

C3.1	TYPICAL STREET SECTIONS I	09/03/2019	SIEGFRIED
C3.2	TYPICAL STREET SECTIONS II	09/03/2019	SIEGFRIED
C3.3	UTILITY LAYOUT	09/03/2019	SIEGFRIED
C3.4	PUMP STATION SITE PLAN	09/03/2019	SIEGFRIED
C4.0	DETAILS I	09/03/2019	SIEGFRIED
C5.0	DEMOLITION PLAN I	09/03/2019	SIEGFRIED
C5.1	DEMOLITION PLAN YOSEMITE AVENUE STA 79+00 TO 97+00	09/03/2019	SIEGFRIED
C5.2	DEMOLITION PLAN YOSEMITE AVENUE STA 97+00 TO 106+00	09/03/2019	SIEGFRIED
C6.0	YOSEMITE AVENUE STA 78+00 TO STA 87+00	09/03/2019	SIEGFRIED
C6.1	YOSEMITE AVENUE STA 87+00 TO STA 96+00	09/03/2019	SIEGFRIED
C6.2	YOSEMITE AVENUE STA 96+00 TO STA 105+00	09/03/2019	SIEGFRIED
C6.3	BUSINESS PARK COURT STA 10+00 TO STA 18+00	09/03/2019	SIEGFRIED
C6.4	BUSINESS PARK COURT STA 18+00 TO STA 27+00	09/03/2019	SIEGFRIED
C6.5	BUSINESS PARK COURT STA 27+00 TO STA 36+00	09/03/2019	SIEGFRIED
C6.6	SANITARY SEWER FORCE MAIN I	09/03/2019	SIEGFRIED
C6.7	SANITARY SEWER FORCE MAIN II	09/03/2019	SIEGFRIED
C6.8	WATER LINE STA 20+50 TO STA 31+00	09/03/2019	SIEGFRIED
C7.0	RETENTION BASIN	09/03/2019	SIEGFRIED
C8.0	YOSEMITE AVENUE SECTIONS STA 91+00 TO STA 94+00	09/03/2019	SIEGFRIED
C8.1	YOSEMITE AVENUE SECTIONS STA 94+50 TO STA 99+00	09/03/2019	SIEGFRIED
C8.2	YOSEMITE AVENUE SECTIONS STA 100+87.95 TO STA 105+00	09/03/2019	SIEGFRIED
C8.3	BUSINESS PARK COURT STORM DRAIN LINE SECTION	09/03/2019	SIEGFRIED
C9.0	YOSEMITE AVENUE SIGNING & STRIPING	09/03/2019	SIEGFRIED
C9.1	BUSINESS PARK COURT SIGNING & STRIPING	09/03/2019	SIEGFRIED
C10.0	YOSEMITE AVENUE LIGHTING PLAN	09/03/2019	SIEGFRIED
C10.1	BUSINESS PARK COURT LIGHTING PLAN	09/03/2019	SIEGFRIED
C10.2	LIGHTING DETAILS	09/03/2019	SIEGFRIED
C11.0	EROSION CONTROL PLAN	09/03/2019	SIEGFRIED

EXHIBIT C

SUBDIVIDER shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Lathrop Gateway I, LLC 333 West Wacker Drive 23rd Floor Chicago IL 60606 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Endurance Assurance Corporation		11551
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570078663940 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GGR10014744200	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC655447410	10/01/2019	10/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Subdivision Improvement Agreement, 3458 & 3462 Yosemite Avenue Lathrop, CA, 95330, 751 Dos Reis Road Lathrop, CA 95330. The City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents as Additional Insureds as respects the General Liability policy. The insurance coverage afforded by this policy shall be Primary insurance as respects to the City of Lathrop, its officers, employees and agents and The City of Lathrop insurance or self-insurance shall be Non-Contributory. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop CA 95330 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

Holder Identifier : 570078663940 Certificate No : 570078663940





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Lathrop Gateway I, LLC	
POLICY NUMBER See Certificate Number: 570078663940			
CARRIER See Certificate Number: 570078663940	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Cancellation Notice

The General Liability policy issued by Endurance Assurance Corporation is endorsed to include the following wording.

Any person or organization that is entitled to receive notice of cancellation, pursuant to a written contract or agreement entered into with you prior to any cancellation, provided that the address and contact information for any third party(ies) is on file with your insurance broker, agent or producer. Notwithstanding anything to the contrary, notice hereunder will be sent by email provided that there is an active email address for such recipient.

GENERAL CHANGE ENDORSEMENT

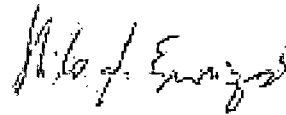
Named Insured:	Jones Lang LaSalle Incorporated		
Policy No.:	GGR10014744200	Endorsement Effective Date:	February 17, 2020
Issued By:	Endurance Assurance Corporation	Endorsement No.:	10

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

It is understood and agreed that the following forms have been added to the policy:

- 1) Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Form CG 20 10 04 13
- 2) Cancellation Notice (30 Days) to Third Party – Form EGL 1350 0115
- 3) Primary and Noncontributory – Other Insurance Condition – Scheduled Person Or Organization – Form EGL 0918 0516

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	Any location where you are obligated pursuant to a written contract or agreement to provide such insurance as afforded by this policy for "your work" at the location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE (30 DAYS) TO THIRD PARTY

It is hereby understood and agreed that the Cancellation condition of this Policy is amended to add the following:

If we cancel this Policy for non-payment of premium, we will mail written notice of cancellation to the person(s) or organization(s) shown in the Schedule at the address(es) shown below at least 10 days before the effective date of cancellation. If the Policy is being cancelled for any other reason, written notice of cancellation will be mailed to the person(s) or organization(s) shown in the Schedule at the address(es) shown below at least 30 days before the effective date of cancellation. If notice is mailed, proof of mailing will be sufficient proof of notice.

Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule below will not extend any policy cancellation date, negate or effect in anyway any cancellation of this Policy or provide any additional insurance that would not have been provided in the absence of this endorsement. This endorsement does not entitle the person(s) or organization(s) shown in the Schedule below to any benefits, rights or coverage under this Policy.

Schedule

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

All other terms and conditions remain unchanged.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Person(s) or Organization(s)

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

With respect to the Person(s) or Organization(s) described in the Schedule, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

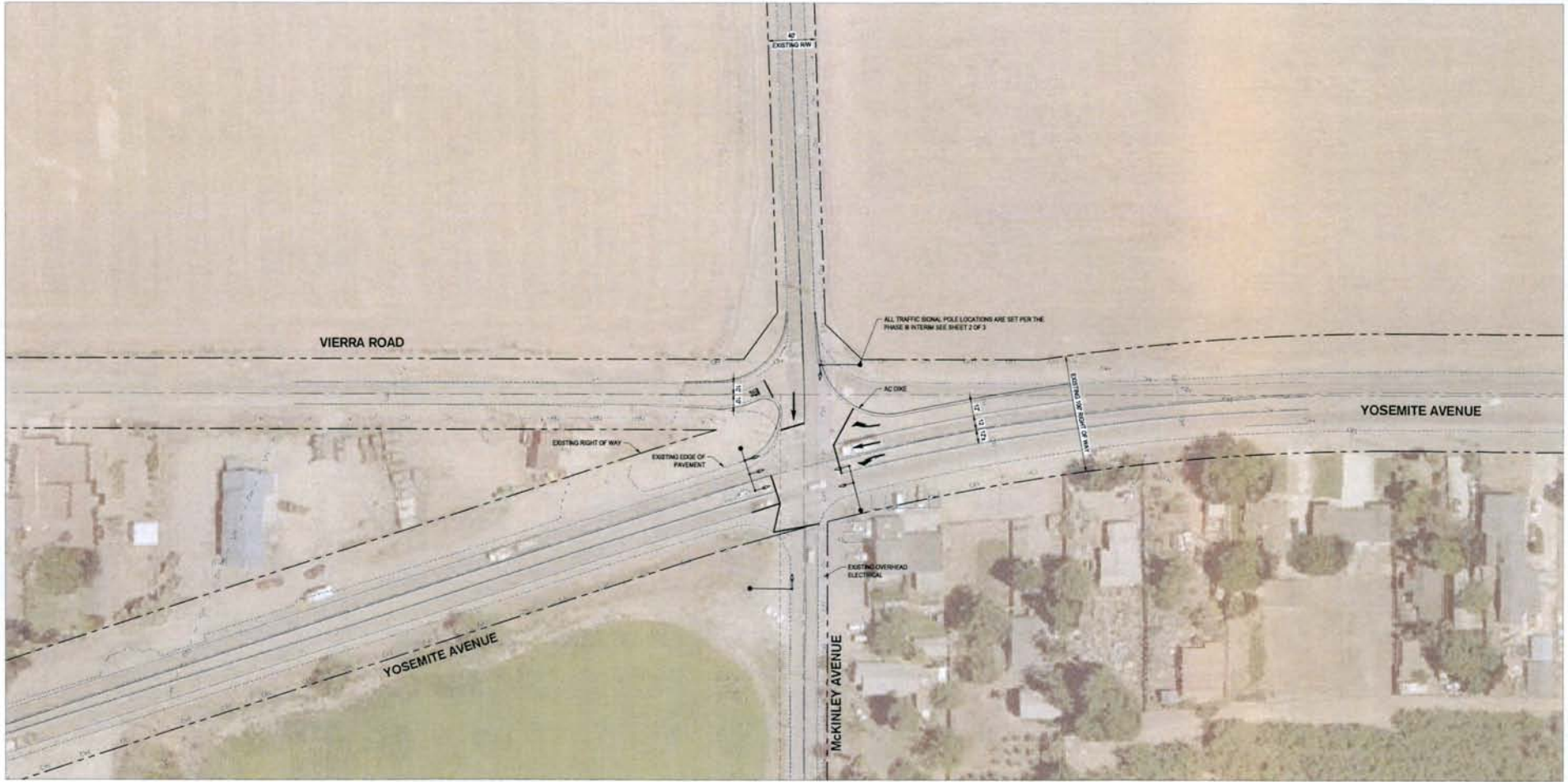
This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) described in the Schedule under your policy provided that:

- (1) Such person(s) or organization(s) qualifies as an additional insured under your policy.
- (2) The additional insured is a Named Insured under such other insurance; and
- (3) You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This endorsement does not change any other provision of the policy.

EXHIBIT D

**YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION
IMPROVEMENTS**



YOSEMITE AVENUE AND MCKINLEY AVENUE - PHASE 1: PHELAN GATEWAY INTERIM IMPROVEMENTS
 1" = 40'

PHASE 1 - YOSEMITE AVENUE AND
 MCKINLEY AVENUE IMPROVEMENTS
 PHELAN GATEWAY
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

DATE: SEPTEMBER 26, 2019



- G.P.I.
- CIVIL ENGINEER
- LANDSCAPE ARCHITECT
- ARCHITECT
- ELECTRICAL ENGINEER
- MECHANICAL ENGINEER
- PLUMBING ENGINEER
- STRUCTURAL ENGINEER
- TRAFFIC ENGINEER
- WATER RESOURCES ENGINEER

DATE: SEPTEMBER 26, 2019
SHEET
1
SHEET 1 OF 3

EXHIBIT E

**YOSEMITE AVENUE AND MCKINLEY AVENUE INTERSECTION COST
ESTIMATE**



LATHROP GATEWAY PHELAN PHASE 1-Yosemite and McKinley Intersection

Offsite Improvements

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

17208

9/26/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SITE PREPARATION					
1	MOBILIZATION	LS	LUMP SUM	5,000.00	5,000
2	CLEARING AND GRUBBING	LS	LUMP SUM	2,500.00	2,500
3	McKINLEY ROAD - REMOVE EXISTING ASPHALT	SF	3,400	1.50	5,100
4	REMOVE AC DIKE	LF	110	10.00	1,100
5	REMOVE TRAFFIC SIGNAL	LS	LUMP SUM	10,000.00	10,000
6	REMOVE SIGN AND POLE	EA	6	250.00	1,500
7	REMOVE STRIPING	LS	LUMP SUM	5,000.00	5,000
8	EROSION CONTROL (SWPPP)	LS	LUMP SUM	5,000.00	5,000
9	TRAFFIC CONTROL	LS	LUMP SUM	20,000.00	20,000
SITE PREPARATION SUBTOTAL					\$55,200
SITE PAVING					
10	FINE GRADING	SF	2,180	0.50	1,090
11	INSTALL ASPHALT PAVEMENT - 17.5" DEEPLIFT	SF	2,180	23.50	51,230
12	INSTALL 6" AC DIKE	LF	615	2.00	1,230
13	INSTALL REGULATORY SIGNS	EA	3	1,000.00	3,000
14	INSTALL STRIPING	LS	LUMP SUM	5,000.00	5,000
SITE PAVING SUBTOTAL					\$61,550
TRAFFIC SIGNAL					
15	INSTALL TRAFFIC SIGNAL	LS	LUMP SUM	350,000.00	350,000
TRAFFIC SIGNAL SUBTOTAL					\$350,000
SUBTOTAL					\$466,750
OTHER COSTS					
1	CONTINGENCY (10%)	LS	LUMP SUM	46,675.00	46,675
GRAND TOTAL					\$513,425

EXHIBIT F

ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SITE PREPARATION					
1	MOBILIZATION	LS	LUMP SUM	225,000.00	225,000
2	CLEARING AND GRUBBING	LS	LUMP SUM	15.00	15
3	YOSEMITE COURT - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH-TOTAL OF 25.5"	SF	950	2.15	2,043
4	YOSEMITE AVENUE - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH AND MEDIAN-TOTAL OF 25.5"	SF	35,190	5.00	175,950
5	HOWLAND ROAD - REMOVE ASPHALT AND SUBGRADE TO ACCOMMODATE TRENCH AND MEDIAN-TOTAL OF 25.5"	SF	110	5.00	550
6	SAWCUT	LF	1,955	5.00	9,775
7	REMOVE WOOD BARRICADE	LF	130	50.00	6,500
8	REMOVE BARB WIRE FENCE	LF	240	2.00	480
9	REMOVE SITE FURNISHING	LS	LUMP SUM	1,000.00	1,000
10	REMOVE TREE	EA	2	1,200.00	2,400
11	REMOVE SIGN AND POLE	EA	4	500.00	2,000
12	REMOVE STRIPING	LS	LUMP SUM	5,500.00	5,500
13	EROSION CONTROL (SWPPP)	LS	LUMP SUM	40,000.00	40,000
14	TRAFFIC CONTROL	LS	LUMP SUM	150,000.00	150,000
SITE PREPARATION SUBTOTAL					\$621,213
SITE PAVING					
15	FINE GRADING	SF	264,870	0.45	119,192
16	ROUGH GRADING	CY	12,500	6.00	75,000
17	INSTALL ROADWAY PAVEMENT (12" HMA DEEP LIFT)	SF	1,335	11.50	15,353
18	INSTALL ASPHALT PAVEMENT - YOSEMITE AVENUE (7.5" AC/18" AB) (TI=11)	SF	49,005	13.50	661,568
19	INSTALL ASPHALT PAVEMENT - STREET C (7.5" AC/18" AB) (TI=11)	SF	108,815	13.50	1,469,003
20	5.5' TRENCH FOR SEWER AND COMMUNICATION (7.5" AC/18" AB) (TI=11)	SF	1,150	13.50	15,525
21	INSTALL 8" DEEP GRAVEL ROAD	SF	9,930	5.00	49,650
22	INSTALL INDUSTRIAL DRIVEWAY	EA	3	10,000.00	30,000
23	INSTALL RESIDENTIAL DRIVEWAY	EA	3	2,000.00	6,000
24	INSTALL STAMPED CONCRETE	SF	1,070	30.00	32,100
25	INSTALL 8' CONCRETE SIDEWALK	LF	3,265	119.50	390,168
26	INSTALL LOCAL RAMPS PER COL STD DWG NO. R-23A	EA	2	7,500.00	15,000



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
27	INSTALL CASE F RAMPS PER COL STD DWG NO. R-10B	EA	9	5,000.00	45,000
28	INSTALL 6" CONCRETE CURB & GUTTER	LF	5,190	55.00	285,450
29	INSTALL TYPE B MEDIAN CURB PER COL STD DWG R-8A	LF	1,640	50.00	82,000
30	INSTALL 6" AC DIKE	LF	455	2.00	910
31	INSTALL REGULATORY SIGNS	EA	8	1,000.00	8,000
32	INSTALL WARNING SIGNS	EA	11	1,000.00	11,000
33	INSTALL CUSTOM REGULATORY SIGNS (72"X45")	EA	2	1,000.00	2,000
34	INSTALL STRIPING (EXCLUDING RED PAINTED CURB)	LS	LUMP SUM	4,000.00	4,000
SITE PAVING SUBTOTAL					\$3,316,917
STORM DRAIN SYSTEM					
35	15" STORM DRAIN-STREET C (POLYPROPYLENE)	LF	395	80.00	31,600
36	15" STORM DRAIN-YOSEMITE AVENUE (POLYPROPYLENE)	LF	985	140.00	137,900
37	24" STORM DRAIN - STREET C (POLYPROPYLENE)	LF	1,260	100.00	126,000
38	42" STORM DRAIN - STREET C (CONCRETE)	LF	1,320	220.00	290,400
39	INSTALL TYPE 1 CURB INLET CATCH BASIN PER COL STD DWG NO D - STREET C	EA	16	3,000.00	48,000
40	INSTALL TYPE 1 CURB INLET CATCH BASIN PER COL STD DWG NO D - YOSEMITE AVENUE	EA	2	4,500.00	9,000
41	INSTALL SADDLE MANHOLE PER COL STD DWG NO. D-12 - YOSEMITE AVENUE	EA	1	15,000.00	15,000
42	INSTALL TYPE 1 STORM DRAIN MANHOLE - YOSEMITE AVENUE	EA	2	7,500.00	15,000
43	INSTALL SADDLE MANHOLE PER COL STD DWG NO. D-12 -STREET C	EA	10	10,000.00	100,000
STORM DRAIN SYSTEM SUBTOTAL					\$772,900
RETENTION BASIN					
44	RETENTION BASIN GRADING	CY	29,240	6.00	175,440
45	INSTALL 6" DEEP GRAVEL ROAD PER DETAIL D-18	SF	17,900	4.00	71,600
46	8' CHAIN LINK FENCE	LF	2,150	75.00	161,250
47	GATE	EA	1	5,500.00	5,500
48	CONCRETE MOW STRIP AT FENCE	LF	1,905	20.00	38,100
49	STORM DRAIN OUTFALL STRUCTURE WITH TRASH RACK	LS	LUMP SUM	30,000.00	30,000
RETENTION BASIN SUBTOTAL					\$481,890



ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
SANITARY SEWER SYSTEM					
50	6" SANITARY SEWER (PVC SDR 26)	LF	240	53.50	12,840
51	10" SANITARY SEWER - STREET C (PVC SDR 26)	LF	2,400	125.00	300,000
52	12" SANITARY SEWER - YOSEMITE AVENUE (PVC SDR 26)	LF	925	225.00	208,125
53	STORM SEWER MANHOLE - STREET C	EA	3	5,000.00	15,000
54	STORM SEWER MANHOLE - YOSEMITE AVENUE	EA	2	7,500.00	15,000
SANITARY SEWER SYSTEM SUBTOTAL					\$550,965
DOMESTIC WATER SYSTEM					
55	12" WATER - STREET C (PVC C900-16 CLASS 150)	LF	2,420	70.00	169,400
56	12" WATER - FROM STREET C TO EXISTING WATER TANK (PVC C900-16 CLASS 150)	LF	1,100	70.00	77,000
57	12" WATER - FROM STREET C TO FUTURE PHASE WEST (PVC C900-16 CLASS 150)	LF	905	70.00	63,350
58	3" WATER LATERAL	EA	4	2,000.00	8,000
59	1.5" IRRIGATION LATERAL	EA	6	1,000.00	6,000
60	WATER BLOW-OFF	EA	1	1,500.00	1,500
61	FIRE HYDRANT - STREET C (INCLUDES LATERALS AND VALVES)	EA	10	8,500.00	85,000
62	FIRE HYDRANT - YOSEMITE AVENUE (INCLUDES LATERALS AND VALVES)	EA	1	8,500.00	8,500
63	CONNECT TO EXISTING WATER SYSTEM	EA	1	2,500.00	2,500
DOMESTIC WATER SYSTEM SUBTOTAL					\$421,250
RECYCLED WATER SYSTEM					
64	12" RECYCLED WATER - STREET C (PVC AWWA C900-16 OR LATEST EDITION)	LF	2,400	70.00	168,000
65	RECYCLED WATER BLOW OFF	EA	1	1,000.00	1,000
66	CONNECT TO EXISTING RECYCLED WATER SYSTEM	EA	1	2,500.00	2,500
RECYCLED WATER SYSTEM SUBTOTAL					\$171,500
ELECTRICAL					
67	ADJUST UTILITY STRUCTURE TO GRADE	EA	12	500.00	6,000
68	STREET LIGHTS	EA	16	5,000.00	80,000
69	PULL BOXES	EA	16	500.00	8,000
ELECTRICAL SUBTOTAL					\$94,000



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LATHROP GATEWAY PHELAN PHASE 1

Offsite Improvements

ESTIMATE OF PROBABLE CONSTRUCTION COSTS (100% SUBMITTAL)

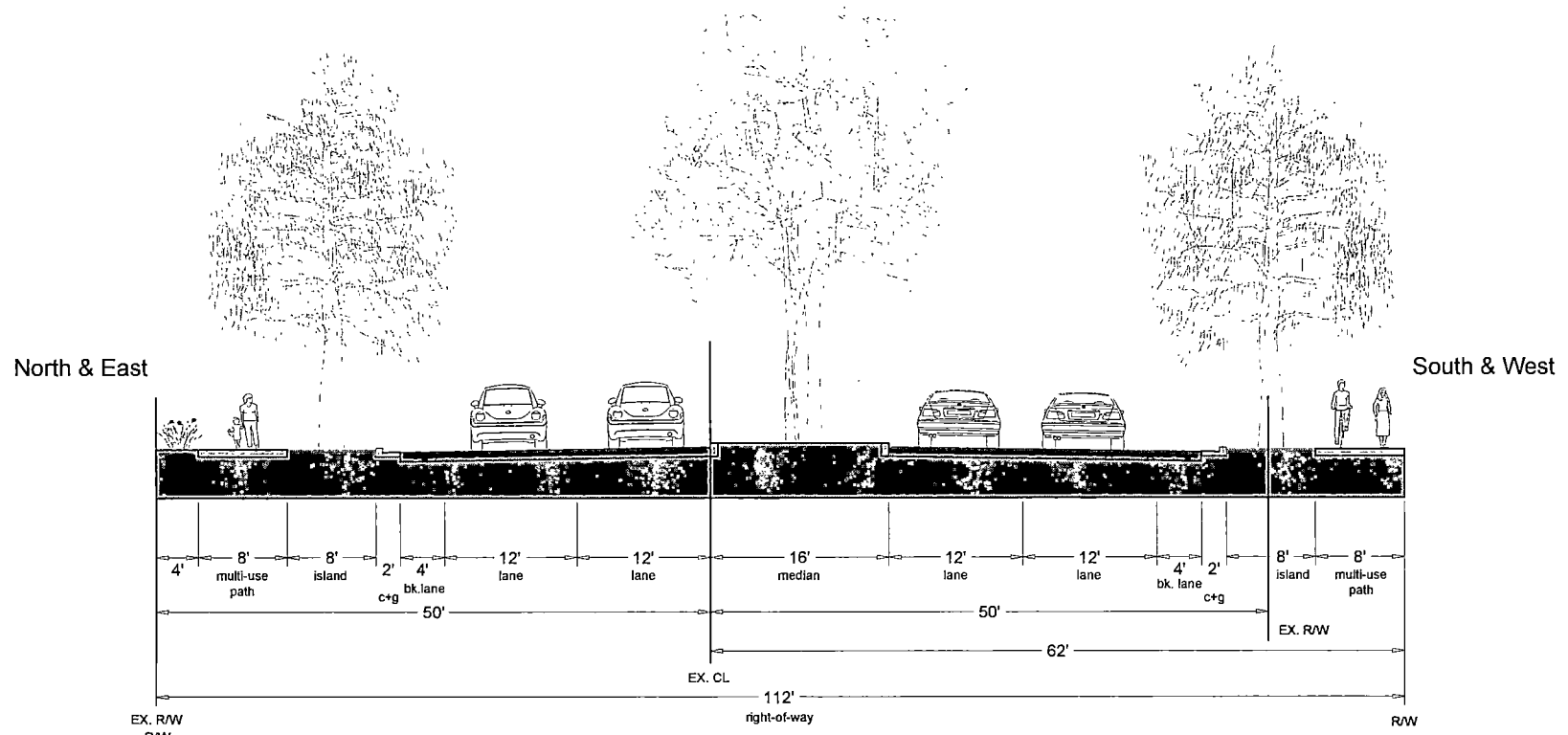
17208

5/15/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL PRICE (\$)
LANDSCAPING AND IRRIGATION					
70	LANDSCAPNG AND IRRIGATION	SF	15,840	12.00	190,080
LANDSCAPE AND IRRIGATION SUBTOTAL					\$190,080
SEWER PUMP STATION					
71	SHEETING, SHORING, AND BRACING	LS	LUMP SUM	18,000.00	18,000
72	LIFT STATION SITE WORK	LS	LUMP SUM	100,000.00	100,000
73	LIFT STATION MECHANICAL	LS	LUMP SUM	275,000.00	275,000
74	LIFT STATION ELECTRICAL AND LIGHTING	LS	LUMP SUM	113,000.00	113,000
75	LIFT STATION GENERATOR AND FUEL TANK	LS	LUMP SUM	150,000.00	150,000
76	2" COMMUNICATION LINE	LF	2,465	40.00	98,600
77	4" SANITARY SEWER FORCE MAIN (PVC C900-16, CLASS 150 OR GREATER)	LF	2,480	60.00	148,800
78	6" SANITARY SEWER FORCE MAIN (PVC C900-16, CLASS 150 OR GREATER)	LF	2,480	80.00	198,400
79	BORE AND JACK	LF	140	750.00	105,000
80	AIR RELEASE VALVE	EA	6	500.00	3,000
SEWER PUMP STATION SUBTOTAL					\$1,209,800
TRAFFIC SIGNAL					
81	TRAFFIC SIGNAL MODIFICATIONS AND REMOVAL	LS	LUMP SUM	300,000.00	300,000
TRAFFIC SIGNAL SUBTOTAL					\$300,000
GRAND TOTAL					\$8,130,514

EXHIBIT G

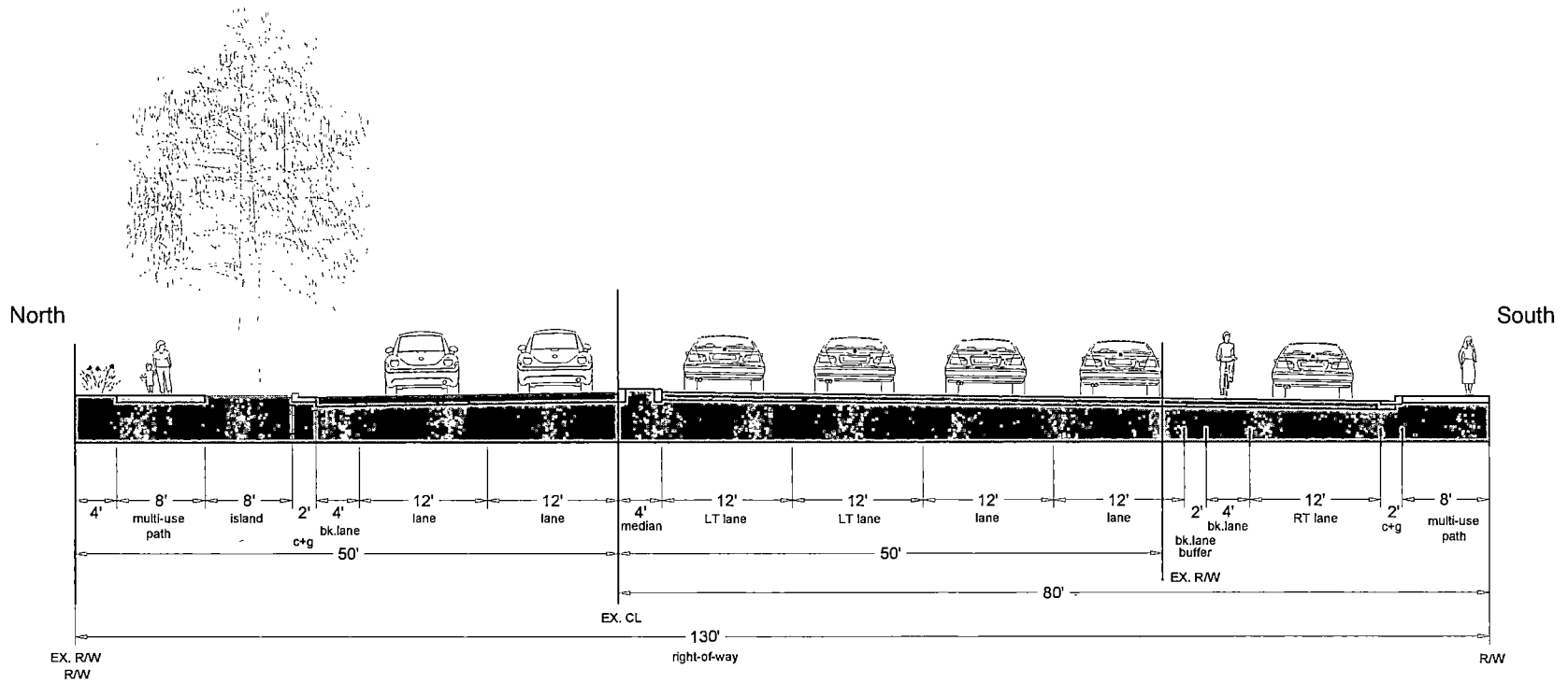
MODIFIED LGBP SPECIFIC PLAN CROSS SECTIONS



4-Lane Arterial

McKinley Avenue (Yosemite Avenue to U.P.R.R.) & Yosemite Avenue (D'Arcy Parkway to McKinley Avenue)

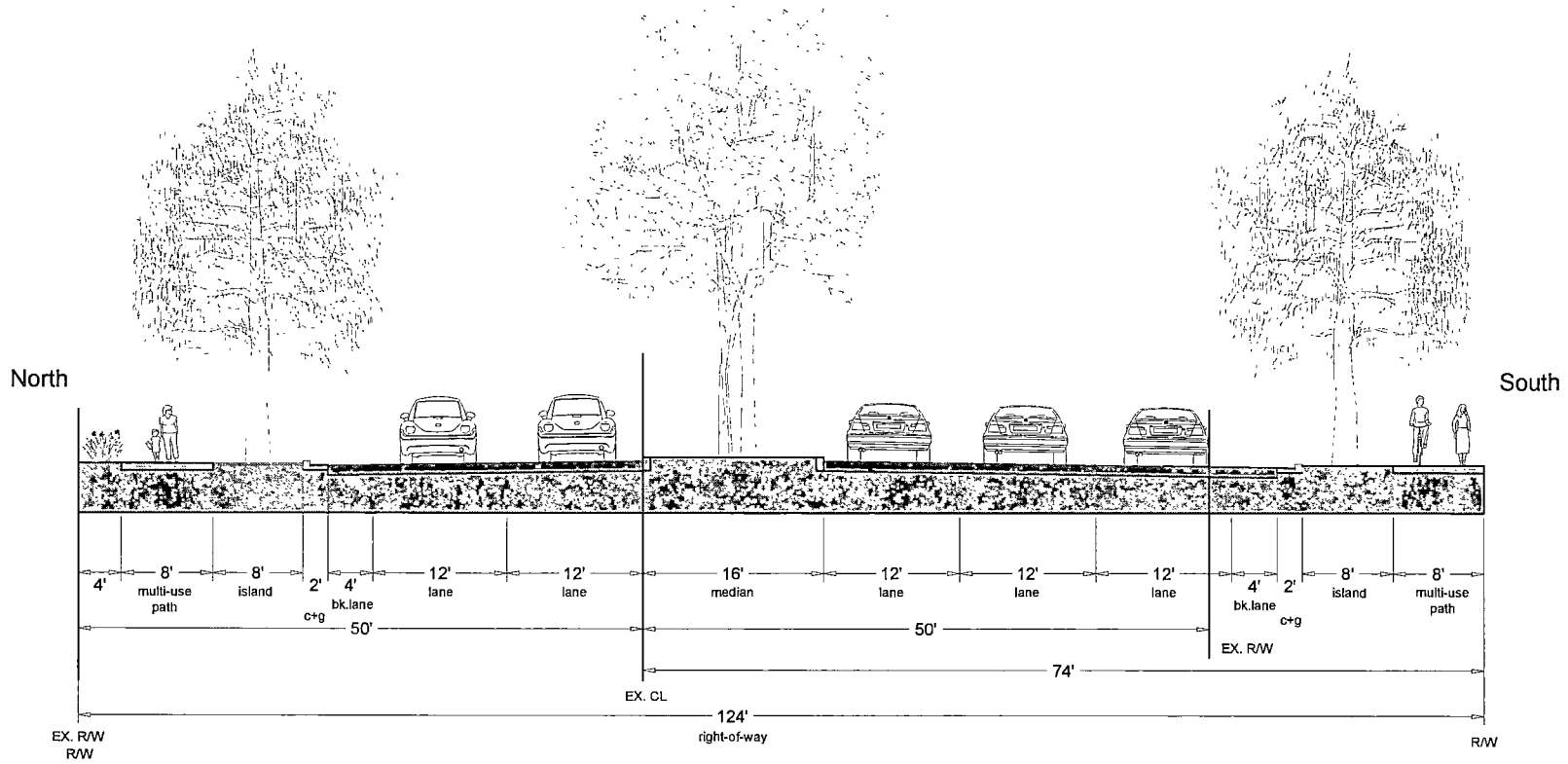
112' Right-of-Way



5-Lane Arterial

Yosemite Avenue (Yosemite Avenue & D'Arcy Parkway Intersection)

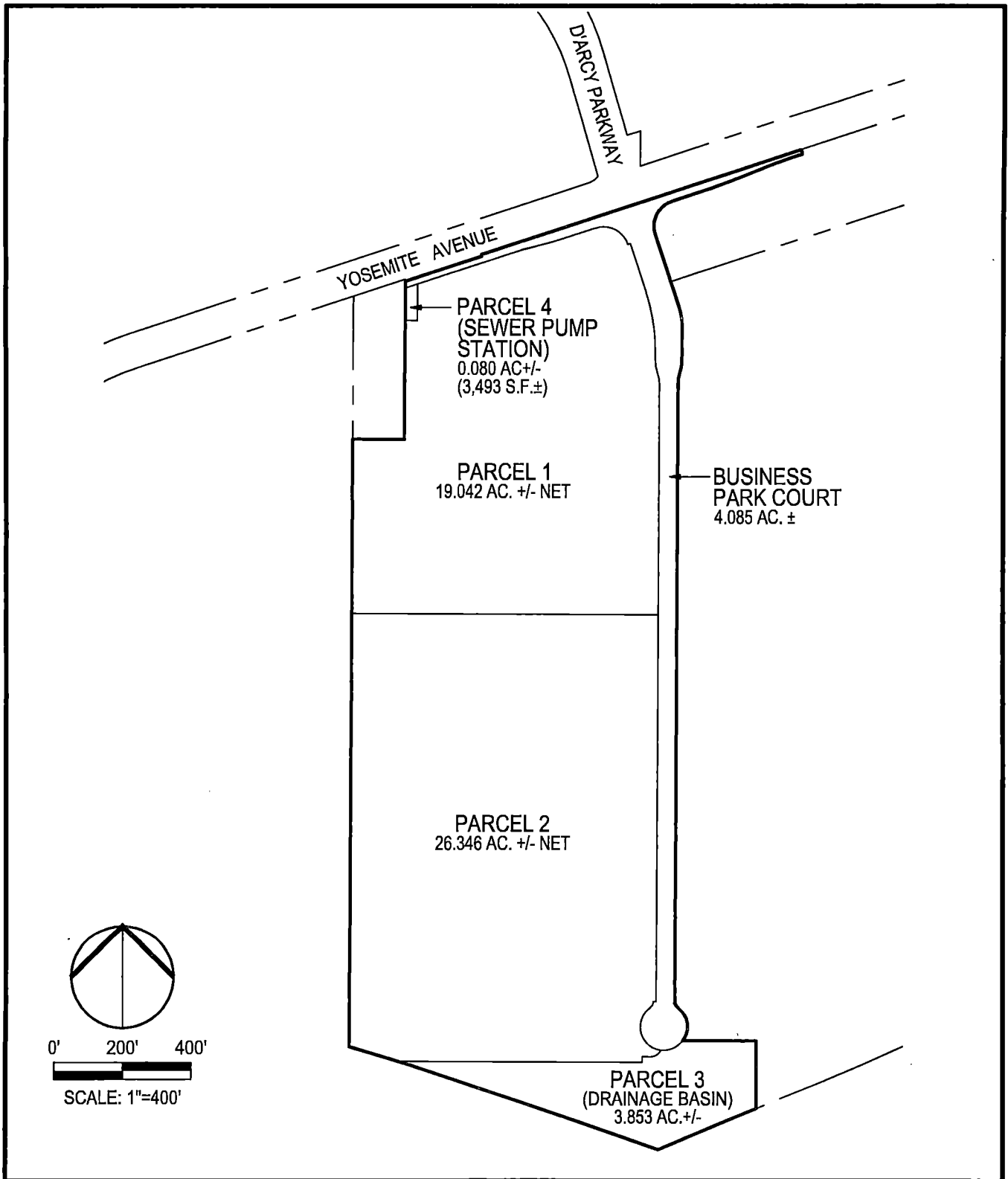
130' Right-of-Way



5-Lane Arterial

Yosemite Avenue (Yosemite Court to D'Arcy Parkway)

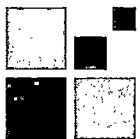
124' Right-of-Way



F:\17projects\17208 Lathrop Gateway\Survey\17208-Acreage Map.dwg

LATHROP GATEWAY PHASE 1 AREA EXHIBIT

DATE	02/12/20
DESIGN	KJG
DRAWN	ALB
JOB NO.	17208



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- CIVIL
- STRUCTURAL
- LANDSCAPE ARCHITECTURE
- SURVEYING
- PLANNING
- ATHLETIC FACILITY DESIGN

SCALE:	AS SHOWN
SHEET	1
	OF: 1

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

February 25, 2020

Via Email

Old Republic Title
Attn: Lori Richardson

Re: Recordation of Mylar Parcel Map No. 19-03, Offer of Dedication of PUE from Steven Lin and Christina Lin Reenders, and Offer of Dedication of PUE from South Lathrop, LLC

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Lathrop Gateway 1, LLC, a Delaware limited liability company ("**Developer**"), and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced Mylar Parcel Map No. 19-03 ("**Final Map**") and the Offer of Dedication of PUE from Steven Lin and Christina Lin Reenders, and Offer of Dedication of PUE from South Lathrop, LLC (collectively, the "**Offers of Dedication**"). Recordation of the Final Map and Offers of Dedication is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title is referred to as "**you**" or "**Old Republic**."

A. Date for Closings

The Final Map and Offers of Dedication will be recorded at the time designated by Developer and City as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by March 31, 2020, at the time designated in writing by Developer, subject to satisfaction of the conditions set forth below ("**Closing**"). If the Final Map has not been recorded by March 31, 2020, Old Republic will return the Final Map and Offers of Dedication to the party providing the same.

B. Recordation Documents

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

B1. Mylar Parcel Map No. 19-03, [executed by the City, Developer and the beneficiary of any deed of trust encumbering the property which is the subject of the Final Map, and acknowledged];

B2. Offer of Dedication of PUE, [executed by Steven Lin and Christina Lin Reenders and acknowledged]; and

B3. Offer of Dedication of PUE, [executed by South Lathrop, LLC and acknowledged].

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JOINT ESCROW INSTRUCTIONS RECORDATION OF MYLAR PARCEL MAP 19-03

The documents listed in Item B above are referred to as the "**Recordation Documents**." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from Developer, prior to the recordation of the Recordation Documents, in immediately available funds, the amounts set forth on the settlement statement prepared by you and approved in writing by Developer (the "**Settlement Statement**"). Such costs are the sole responsibility of Developer.

D. Closing Requirements

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

D.1. You have not received any instructions contrary to these Escrow Instructions;

D.2. The Recordation Documents and any other documents described herein as being held by you or delivered to you have been received by you, and have been fully executed and, where applicable, acknowledged, you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.3. You are prepared to record the Recordation Documents and complete the Transaction in compliance with these Escrow Instructions;

D.4. You have delivered a copy of these Escrow Instructions, executed by an authorized signatory of Old Republic with authority to bind Old Republic, and delivered a copy to Mark Eshelman and Glenn Gebhardt at the following email addresses: meshelman@phelandevco.com and ggebhardt@ci.lathrop.ca.us; and

D.5. You have received confirmation (by email or other writing) from Mark Eshelman and from either Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

E.1. Date the Recordation Documents to be recorded.

E.2. Record the Recordation Documents (concurrently).

E.3. Refund to Developer any funds delivered to you by Developer that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions.

E.4. Notify Mark Eshelman, Stephen Salvatore and Glenn Gebhardt of the completion of the Transaction.

E.5. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier, to (1) Mark Eshelman, 1999 Harrison Street, Suite 1816, Oakland, CA 94612; and (2) Sal Navarette,

{00305527.DOCX;1 / 17267 / CLOSELTR}2

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330, a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents and an electronic copy of the Recordation Documents.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

Very truly yours,

Owner:

LATHROP GATEWAY 1, LLC,
a Delaware limited liability company

By: Phelan-Haugen LLC,
a California limited liability company,
its Managing Member

By: Haugen Investments, LLC,
a California limited liability company,
its Manager

By: _____
David M. Haugen, Manager

CITY OF LATHROP

APPROVED AS TO FORM:

Stephen J. Salvatore
City Manager

Salvador V. Navarrete
City Attorney

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF MYLAR PARCEL MAP 19-03**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Developer and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of Old Republic, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to Developer and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of Old Republic.

Old Republic Title Company

By: _____
Name: _____
Its: _____
Date: March ____, 2020

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**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPTANCE OF CENTRAL LATHROP PUBLIC IMPROVEMENTS FOR TRACTS 3808, 3809, 3810, 3811, AND 3812

RECOMMENDATION: Adopt Resolution Accepting Public Improvements for Tracts 3808, 3809, 3810, 3811, and 3812 in the Central Lathrop Development Area

SUMMARY:

Saybrook CLSP, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed construction of the public improvements listed in the GASB 34 reports (Attachment C) for Tracts 3808, 3809, 3810, 3811, 3812 ("Tracts") in accordance with their Subdivision Improvement Agreement (SIA). These improvements have been inspected by the City Engineer and have been deemed complete. Staff recommends City Council accept the public improvements in accordance with City specifications. The costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget and the establishment of a Community Facilities District (CFD).

The developer has provided one-year maintenance bonds based on 10% of the construction costs per tract and a lien release for the improvements being accepted.

BACKGROUND:

On December 18, 2013, City of Lathrop Planning Commission approved Vesting Tentative Map (VTM) 3789. On January 13, 2014 City Council affirmed the Planning Commission's decision, allowing Saybrook to subdivide the 94.4-acre Triangle Area site within the Stanford Crossing Phase 1A, of the CLSP, into 430 single-family residential lots.

On September 18, 2017, City Council approved Large Lot Final Map for Tract 3789 to subdivide the Triangle Area site into six large lots and Deferred Frontage Improvement Agreement (DFIA) 17-01 consistent with the Conditions of Approval for VTM 3789.

On December 9, 2019, City Council approved five Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 establishing 418 single-family lots. As required by the City's subdivision ordinance, all final maps included an SIA to guarantee certain public improvements associated with the final map. The public improvements listed in the GASB 34 reports (Attachment C) for the Tracts are complete.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF CENTRAL LATHROP PUBLIC IMPROVEMENTS FOR TRACTS
3808, 3809, 3810, 3811, AND 3812

The following public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget and the establishment of a Community Facilities District (CFD):

1. Streets (asphalt, sidewalks, striping, and signage)
2. Utilities (water, sewer, and storm)

Table 1 summarizes pertinent information pertaining to each tract. This information will aid in future inquiries and provide transparency of the acceptances for the improvements for the Tracts.

Table 1: Summary of Tracts being accepted

Tract No./Description	Performance Bond Number & Amount	Labor & Materials Bond Number & Amount	Maintenance Bond Number & Amount
3808/In-Track Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209836M \$384,713.11
3809/In-Track Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209839M \$245,461.55
3810/In-Track Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209837M \$189,208.45
3811/In-Track Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209838M \$137,403.56
3812/In-Track Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209840M \$214,805.03
3789/Backbone Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209100M \$137,676.88
Miscellaneous Civil Work	4433492 \$5,146,131.66	4433492 \$2,573,065.83	070209796M \$91,406.07
3808/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486931 \$29,388.80
3809/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486927 \$31,953.60
3810/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486925 \$15,540.60
3811/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486921 \$11,141.00
3812/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486909 \$19,739.00
Backbone/Street Light Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	100486914 \$39,415.25
Landscape Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	CAC716505 \$313,469.73

CITY MANAGER'S REPORT **PAGE 3**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF CENTRAL LATHROP PUBLIC IMPROVEMENTS FOR TRACTS
3808, 3809, 3810, 3811, AND 3812

Tract No./Description	Performance Bond Number & Amount	Labor & Materials Bond Number & Amount	Maintenance Bond Number & Amount
Sound Wall Improvements	4433492 \$5,146,131.66	4433492 \$2,573,065.83	1001086862 \$207,892.13
Totals	\$5,146,131.66	\$2,573,065.83	\$1,861,323

The performance bond (Bond No. 4433492) and labor and materials bond (Bond No. 4433492) provided with the SIA guarantees the construction of the improvements, water tank and neighborhood park. The bonds will not be released with this acceptance of the improvements because construction of the water tank and neighborhood park are not complete at this time.

REASON FOR RECOMMENDATION:

The City Engineer has inspected the improvements for the Tracts and confirmed that the improvements listed in Attachment C have been completed in accordance with City specifications. Developer has submitted a master lien release, confirming all contractors have been paid in full, and one-year maintenance bonds for the improvements being accepted. Staff recommends Council accept the improvements identified in Attachment C to allow for the City to provide maintenance.

FISCAL IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained.

The one-year maintenance bonds cover any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements for Tracts 3808, 3809, 3810, 3811, and 3812 in the Central Lathrop Development Area
- B. CLSP Tract Acceptance Location Map
- C. GASB 34 Reports for Tracts 3808, 3809, 3810, 3811, and 3812

CITY MANAGER'S REPORT **PAGE 4**
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF CENTRAL LATHROP PUBLIC IMPROVEMENTS FOR TRACTS
3808, 3809, 3810, 3811, AND 3812

APPROVALS:



Brad Taylor
Associate Engineer

3/4/2020


Date



Michael King
Director of Public Works

3/4/2020

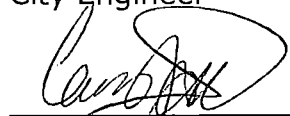
Date



Glenn Gebhardt
City Engineer

3/4/2020


Date



Cari James
Finance & Administrative
Services Director

3/4/2020

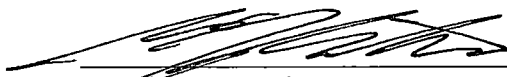
Date



Salvador Navarrete
City Attorney

3-4-2020

Date



Stephen J. Salvatore
City Manager

3-3-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR TRACTS 3808, 3809, 3810, 3811, AND 3812 IN THE CENTRAL LATHROP DEVELOPMENT AREA

WHEREAS, on December 18, 2013, City of Lathrop Planning Commission approved Vesting Tentative Map (VTM) 3789. On January 13, 2014 City Council affirmed the Planning Commission's decision, allowing Saybrook CLSP, LLC (Saybrook) to subdivide the 94.4-acre Triangle Area site within the Stanford Crossing Phase 1A, of the CLSP, into 430 single-family residential lots; and

WHEREAS, on September 18, 2017, City Council approved Large Lot Final Map for Tract 3789 to subdivide the Triangle Area site into six large lots and Deferred Frontage Improvement Agreement (DFIA) 17-01 consistent with the Conditions of Approval for VTM 3789; and

WHEREAS, on December 9, 2019, City Council approved five Final Maps for Tracts 3808, 3809, 3810, 3811 and 3812 establishing 418 single-family lots; and

WHEREAS, as required by the City's subdivision ordinance, all final maps included an SIA to guarantee certain public improvements associated with the final map. The public improvements listed in the GASB 34 reports for the Tracts are complete; and

WHEREAS, the following public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget and the establishment of a Community Facilities District (CFD):

1. Streets (asphalt, sidewalks, striping, and signage)
2. Utilities (water, sewer, and storm); and

WHEREAS, the City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs; and

WHEREAS, Saybrook has provided Maintenance and Warranty Bonds to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment or defective workmanship for a period of one year from the date of acceptance; and

WHEREAS, the performance bond (Bond No. 4433492) and labor and materials bond (Bond No. 4433492) provided with the SIA guarantees the construction of the improvements, water tank and neighborhood park. The bonds will not be released with this acceptance of the improvements because construction of the water tank and neighborhood park are not complete at this time.

WHEREAS, the City Engineer has inspected the improvements for the Tracts and confirmed that the improvements to be accepted have been completed in accordance with City specifications; and

WHEREAS, developer has submitted a master lien release, confirming all contractors have been paid in full.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the public improvements for Tracts 3808, 3809, 3810, 3811, and 3812 in the Central Lathrop Development Area from Saybrook CLSP, LLC.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of March 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

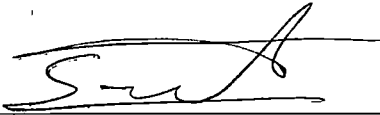
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CLSP Tract Acceptance Location Map



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

Date: 2-25-2020

Submitted by: MacKay & Soms

Tract 3808 - Neighborhood 1A - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	15	\$ 550.00	\$ 8,250.00
Street Section (3"AC/10"AB)	SF	208298	\$ 3.60	\$ 749,872.80
			Subtotal: \$	758,122.80
6" Standard Curb and Gutter	LF	9,781	\$ 2.00	\$ 19,562.00
City Standard median curb and gutter	LF	519	\$ 20.00	\$ 10,380.00
4" Sidewalk	SF	50,787	\$ 5.00	\$ 253,935.00
Curb Return and Handicap Ramp	EA	24	\$ 2,500.00	\$ 60,000.00
Driveways	SF	9,025	\$ 8.00	\$ 72,200.00
			Subtotal: \$	416,077.00
SS Manholes (including reset to finish grade)	EA	15	\$ 4,500.00	\$ 67,500.00
8" Pipe (including backfill)	LF	4279	\$ 25.00	\$ 106,975.00
			Subtotal: \$	174,475.00
SD Manholes (including reset to finish grade)	EA	30	\$ 4,500.00	\$ 135,000.00
15" RCP Storm drain pipe	LF	1310	\$ 30.00	\$ 39,300.00
18" RCP Storm drain pipe	LF	997	\$ 32.00	\$ 31,904.00
24" RCP Storm drain pipe	LF	626	\$ 46.00	\$ 28,796.00
48" RCP Storm drain pipe	LF	987	\$ 180.00	\$ 177,660.00
60" RCP Storm drain pipe	LF	2370	\$ 255.00	\$ 604,350.00
Curb inlet	EA	40	\$ 2,800.00	\$ 112,000.00
Field Inlet within Park (saddle manhole base with grate top)	EA	2	\$ 2,500.00	\$ 5,000.00
			Subtotal: \$	1,134,010.00
8" Potable Water Main including fittings	LF	5397	\$ 38.00	\$ 205,086.00
Fire hydrants assembly	EA	6	\$ 4,500.00	\$ 27,000.00
Blowoff	EA	1	\$ 800.00	\$ 800.00
8" Butterfly Valves	EA	18	\$ 800.00	\$ 14,400.00
Water sampling station	EA	1	\$ 4,000.00	\$ 4,000.00
			Subtotal: \$	251,286.00
Electrolier	EA	26	\$ 3,500.00	\$ 91,000.00
Community Wall	LF	2350	\$ 80.00	\$ 188,000.00
			Subtotal: \$	279,000.00
			Grand Total: \$	3,012,970.80

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

Date: 2-25-2020

Submitted by: MacKay & Soms

Tract 3808 - Neighborhood 1B - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	11	\$ 550.00	\$ 6,050.00
Street Section (3"AC/10"AB)	SF	154328	\$ 3.60	\$ 555,580.80
			Subtotal: \$	561,630.80
6" Standard Curb and Gutter	LF	7,821	\$ 2.00	\$ 15,642.00
4" Sidewalk	SF	35,882	\$ 5.00	\$ 179,410.00
Curb Return and Handicap Ramp	EA	6	\$ 2,500.00	\$ 15,000.00
Driveways	SF	9,120	\$ 8.00	\$ 72,960.00
			Subtotal: \$	283,012.00
SS Manholes (including reset to finish grade)	EA	13	\$ 4,500.00	\$ 58,500.00
8" Pipe (including backfill)	LF	3802	\$ 25.00	\$ 95,050.00
			Subtotal: \$	153,550.00
SD Manholes (including reset to finish grade)	EA	15	\$ 4,500.00	\$ 67,500.00
15" RCP Storm drain pipe	LF	1182	\$ 30.00	\$ 35,460.00
18" RCP Storm drain pipe	LF	1645	\$ 32.00	\$ 52,640.00
36" RCP Storm drain pipe	LF	514	\$ 106.00	\$ 33,784.00
48" RCP Storm drain pipe	LF	149	\$ 180.00	\$ 26,820.00
Curb inlet	EA	26	\$ 2,800.00	\$ 72,800.00
			Subtotal: \$	255,220.00
8" Potable Water Main including fittings	LF	4623	\$ 38.00	\$ 175,674.00
6" Recycled Water Main including fittings	LF	560	\$ 34.00	\$ 19,040.00
Fire hydrants assembly	EA	6	\$ 4,500.00	\$ 27,000.00
8" Butterfly Valves	EA	12	\$ 800.00	\$ 9,600.00
Water sampling station	EA	2	\$ 4,000.00	\$ 8,000.00
			Subtotal: \$	239,314.00
Electrolier	EA	17	\$ 3,500.00	\$ 59,500.00
Community Wall	LF	977	\$ 80.00	\$ 78,160.00
			Subtotal: \$	137,660.00
			Grand Total: \$	1,630,386.80

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)
 Date: 2-25-2020
 Submitted by: MacKay & Soms
 Tract 3808 - Neighborhood 2A - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	10	\$ 550.00	\$ 5,500.00
Street Section (3"AC/10"AB)	SF	112269	\$ 3.60	\$ 404,168.40
			Subtotal:	\$ 409,668.40
6" Standard Curb and Gutter	LF	5,448	\$ 2.00	\$ 10,896.00
4" Sidewalk	SF	27,641	\$ 5.00	\$ 138,205.00
Curb Return and Handicap Ramp	EA	10	\$ 2,500.00	\$ 25,000.00
Driveways	EA	77	\$ 8.00	\$ 616.00
			Subtotal:	\$ 174,717.00
SS Manholes (including reset to finish grade)	EA	12	\$ 4,500.00	\$ 54,000.00
8" Pipe (including backfill)	LF	2892	\$ 25.00	\$ 72,300.00
			Subtotal:	\$ 126,300.00
SD Manholes (including reset to finish grade)	EA	17	\$ 4,500.00	\$ 76,500.00
15" RCP Storm drain pipe	LF	628	\$ 30.00	\$ 18,840.00
18" RCP Storm drain pipe	LF	2011	\$ 32.00	\$ 64,352.00
24" RCP Storm drain pipe	LF	116	\$ 46.00	\$ 5,336.00
Curb inlet	EA	24	\$ 2,800.00	\$ 67,200.00
			Subtotal:	\$ 232,228.00
8" Potable Water Main including fittings	LF	2953	\$ 38.00	\$ 112,214.00
Fire hydrants assembly	EA	4	\$ 4,500.00	\$ 18,000.00
8" Butterfly Valves	EA	17	\$ 800.00	\$ 13,600.00
Water sampling station	EA	1	\$ 4,000.00	\$ 4,000.00
			Subtotal:	\$ 147,814.00
Electrolier	EA	15	\$ 3,500.00	\$ 52,500.00
Community Wall	LF	767	\$ 80.00	\$ 61,360.00
			Subtotal:	\$ 113,860.00
Grand Total:				\$ 1,204,587.40

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)
Date: 2-25-2020
Submitted by: MacKay & Soms
Tract 3808 - Neighborhood 2B - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	4	\$ 550.00	\$ 2,200.00
Street Section (3"AC/10"AB)	SF	83192	\$ 3.60	\$ 299,491.20
			Subtotal: \$	301,691.20
6" Standard Curb and Gutter	LF	4,143	\$ 2.00	\$ 8,286.00
4" Sidewalk	SF	20,875	\$ 5.00	\$ 104,375.00
Curb Return and Handicap Ramp	EA	4	\$ 2,500.00	\$ 10,000.00
Driveways	SF	6,270	\$ 8.00	\$ 50,160.00
			Subtotal: \$	172,821.00
SS Manholes (including reset to finish grade)	EA	8	\$ 4,500.00	\$ 36,000.00
8" Pipe (including backfill)	LF	2047	\$ 25.00	\$ 51,175.00
			Subtotal: \$	87,175.00
SD Manholes (including reset to finish grade)	EA	11	\$ 4,500.00	\$ 49,500.00
15" RCP Storm drain pipe	LF	1104	\$ 30.00	\$ 33,120.00
18" RCP Storm drain pipe	LF	911	\$ 32.00	\$ 29,152.00
24" RCP Storm drain pipe	LF	123	\$ 46.00	\$ 5,658.00
Curb inlet	EA	17	\$ 2,800.00	\$ 47,600.00
			Subtotal: \$	165,030.00
8" Potable Water Main including fittings	LF	2163	\$ 38.00	\$ 82,194.00
Fire hydrants assembly	EA	2	\$ 4,500.00	\$ 9,000.00
8" Butterfly Valves	EA	7	\$ 800.00	\$ 5,600.00
Water sampling station	EA	1	\$ 4,000.00	\$ 4,000.00
			Subtotal: \$	100,794.00
Electrolier	EA	9	\$ 3,500.00	\$ 31,500.00
Community Wall	LF	1580	\$ 80.00	\$ 126,400.00
			Subtotal: \$	157,900.00
Grand Total:				\$ 985,411.20

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)
 Date: 2-25-2020
 Submitted by: MacKay & Soms
 Tract 3808 - Neighborhood 3 - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	13	\$ 550.00	\$ 7,150.00
Street Section (3"AC/10"AB)	SF	144868	\$ 3.60	\$ 521,524.80
			Subtotal: \$	\$ 528,674.80
6" Standard Curb and Gutter	LF	6,084	\$ 2.00	\$ 12,168.00
4" Sidewalk	SF	33,553	\$ 5.00	\$ 167,765.00
Curb Return and Handicap Ramp	EA	16	\$ 2,500.00	\$ 40,000.00
Driveways	SF	8,455	\$ 8.00	\$ 67,640.00
			Subtotal: \$	\$ 287,573.00
SS Manholes (including reset to finish grade)	EA	11	\$ 4,500.00	\$ 49,500.00
8" Pipe (including backfill)	LF	3109	\$ 25.00	\$ 77,725.00
			Subtotal: \$	\$ 127,225.00
SD Manholes (including reset to finish grade)	EA	10	\$ 4,500.00	\$ 45,000.00
15" RCP Storm drain pipe	LF	1474	\$ 30.00	\$ 44,220.00
18" RCP Storm drain pipe	LF	1249	\$ 32.00	\$ 39,968.00
24" RCP Storm drain pipe	LF	234	\$ 46.00	\$ 10,764.00
Curb inlet	EA	25	\$ 2,800.00	\$ 70,000.00
			Subtotal: \$	\$ 209,952.00
8" Potable Water Main including fittings	LF	3216	\$ 38.00	\$ 122,208.00
Fire hydrants assembly	EA	2	\$ 4,500.00	\$ 9,000.00
8" Butterfly Valves	EA	18	\$ 800.00	\$ 14,400.00
Water sampling station	EA	1	\$ 4,000.00	\$ 4,000.00
			Subtotal: \$	\$ 149,608.00
Electrolier	EA	12	\$ 3,500.00	\$ 42,000.00
Community Wall	LF	3080	\$ 80.00	\$ 246,400.00
			Subtotal: \$	\$ 288,400.00
Grand Total:				\$ 1,591,432.80

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

Date: 2-25-2020

Submitted by: MacKay & Soms

Tract 3789 - Backbone Streets E & Q - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	13	\$ 550.00	\$ 7,150.00
Street Section (3"AC/10"AB)	SF	70867	\$ 3.60	\$ 255,121.20
			Subtotal: \$	262,271.20
6" Standard Curb and Gutter	LF	3,088	\$ 2.00	\$ 6,176.00
4" Sidewalk	SF	16,917	\$ 5.00	\$ 84,585.00
Curb Return and Handicap Ramp	EA	16	\$ 2,500.00	\$ 40,000.00
City Standard median curb and gutter	LF	1,000	\$ 18.00	\$ 18,000.00
			Subtotal: \$	148,761.00
SS Manholes (including reset to finish grade)	EA	6	\$ 4,500.00	\$ 27,000.00
8" Pipe (including backfill)	LF	1471	\$ 25.00	\$ 36,775.00
			Subtotal: \$	63,775.00
SD Manholes (including reset to finish grade)	EA	13	\$ 4,500.00	\$ 58,500.00
15" RCP Storm drain pipe	LF	410	\$ 30.00	\$ 12,300.00
18" RCP Storm drain pipe	LF	388	\$ 32.00	\$ 12,416.00
24" RCP Storm drain pipe	LF	412	\$ 46.00	\$ 18,952.00
36" RCP Storm drain pipe	LF	322	\$ 106.00	\$ 34,132.00
48" RCP Storm drain pipe	LF	403	\$ 180.00	\$ 72,540.00
Curb inlet	EA	16	\$ 2,800.00	\$ 44,800.00
			Subtotal: \$	253,640.00
8" Potable Water Main including fittings	LF	1889	\$ 38.00	\$ 71,782.00
6" Recycled Water Main including fittings	LF	675	\$ 34.00	\$ 22,950.00
Fire hydrants assembly	EA	2	\$ 4,500.00	\$ 9,000.00
8" Butterfly Valves	EA	17	\$ 800.00	\$ 13,600.00
			Subtotal: \$	117,332.00
Electrolier	EA	8	\$ 3,500.00	\$ 28,000.00
			Subtotal: \$	28,000.00
			Grand Total: \$	873,779.20

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)
 Date: 2-25-2020
 Submitted by: MacKay & Soms
 Tract 3789 - Backbone Street H - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated August 2017

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Survey monuments	EA	2	\$ 550.00	\$ 1,100.00
Street Section (3"AC/10"AB)	SF	16377	\$ 3.60	\$ 58,957.20
			Subtotal: \$	60,057.20
6" Standard Curb and Gutter	LF	858	\$ 2.00	\$ 1,716.00
4" Sidewalk	SF	4,418	\$ 5.00	\$ 22,090.00
Curb Return and Handicap Ramp	EA	2	\$ 2,500.00	\$ 5,000.00
Driveway	SF	121	\$ 8.00	\$ 968.00
			Subtotal: \$	29,774.00
SD Manholes (including reset to finish grade)	EA	1	\$ 4,500.00	\$ 4,500.00
15" RCP Storm drain pipe	LF	267	\$ 30.00	\$ 8,010.00
Curb inlet	EA	2	\$ 2,800.00	\$ 5,600.00
			Subtotal: \$	18,110.00
8" Potable Water Main including fittings	LF	406	\$ 38.00	\$ 15,428.00
Fire hydrants assembly	EA	1	\$ 4,500.00	\$ 4,500.00
			Subtotal: \$	19,928.00
Electrolier	EA	1	\$ 3,500.00	\$ 3,500.00
			Subtotal: \$	3,500.00
Grand Total: \$				131,369.20

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**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 12 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE RIVER ISLANDS PHASE 2 PROJECT.**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 12 for J.B. Anderson Land Use Planning to Provide Contract Planning Services to Manage and Process the River Islands Phase 2 Project.**

SUMMARY:

The River Islands development team is proposing modifications to Phase 2 of River Islands that requires a General Plan Amendment, West Lathrop Specific Plan (WLSP) Amendment, Rezone, River Islands Urban Design Concept (RI-UDC) Amendment, and a potential Amendment to the Development Agreement. The amendments above are necessary to support their plans to obtain approval of a Vesting Tentative Map for the Phase 2 project area and other associated approvals. Each of the above require review for compliance with the California Environmental Quality Act (CEQA).

Given the size, complexity, and aggressive timeline of the project, the City requested J.B. Anderson Land Use Planning (JBAP) to provide contract planning services to review, process, and manage the project and coordinate all communication and processing effort with Planning staff.

Staff has reviewed the Scope of Work and finds it to be appropriate, and requests the City Council approve Task Order No. 12 to manage and process the River Islands Phase 2 Project.

BACKGROUND:

The River Islands at Lathrop Project is a mixed use, water-oriented master planned community, on approximately 4,905 acres on Stewart Tract and Paradise Cut. Project construction is split among two primary development phases, following an approximately 20-year buildout schedule. The Phase 1 project includes 4,284 residential dwelling units, a Town Center, a portion of a Business Park, lakes, parks, schools, and other open space.

Phase 2 of the River Islands Project includes 6,716 dwelling units, the balance of the Business Park (Employment Center), a neighborhood commercial area, lakes, parks, schools, and additional open space areas.

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 12 J.B. ANDERSON LAND USE PLANNING**

PAGE 2

With Phase 1 construction well underway, River Islands Development proposes to turn its attention to Phase 2, and is proposing an updated land use program for approximately 3,100-acre project area. The updated land use program for Phase 2 proposes to increase the density of residential development within the Phase 2 area, accommodate additional retail and commercial development, and add a mixed-use Transit Village to the proposed Valley Link station location in the Employment Center District. In order to accommodate these changes to Phase 2, the applicant has applied for various project-level entitlements that will update the land use program for Phase 2, including the following:

1. General Plan Amendment
2. West Lathrop Specific Plan Amendment
3. Rezone
3. Potential Amendment to the Development Agreement
4. Urban Design Concept Amendment
5. Vesting Tentative Map

The amendments will provide for these changes, as well as other project refinements and updates proposed to accommodate changes in the flood protection program, transportation and circulation changes, changes in school construction, and other similar issues.

REASON FOR RECOMMENDATION:

On August 3, 2015, the City Council approved a Master Agreement with J.B. Anderson Land Use Planning to provide professional planning services to the City. The agreement is renewed every year automatically unless the consultant receives a non-renewal notice. The Master Agreement allows work to be added with Task Orders approved by Council when necessary. The term of the Master Agreement is valid throughout the completion of Task Order No. 12.

At staff's request, JBAP prepared and submitted a Scope of Work to provide contract planning services to review, process, and manage the project and coordinate all communication and processing effort with Planning staff (Attachment 2).

JBAP provides effective and reliable professional consulting services and is well qualified to provide contract planning services for the River Islands Phase 2 Project.

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 12 J.B. ANDERSON LAND USE PLANNING**

PAGE 3

FISCAL IMPACT:

The funds required for Task Order No. 12 will be fully funded by River Islands Development. The developer has executed a funding authorization. The proposed scope of work, including the City's Administrative Fee have a combined total amount not to exceed \$155,168. Staff is requesting the City Council to approve a budget amendment as follows:

Fiscal Year 2020-2021

Increase Revenue

4150-8999-371-9100 190104	\$155,168
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Increase Expense

4150-8999-420-0100 190104	\$155,168
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ATTACHMENTS:

1. Resolution Approving Task Order No. 12 for J.B. Anderson Land Use Planning.
2. Task Order No. 12 with J.B. Anderson Land Use Planning.

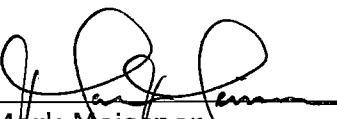
**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 12 J.B. ANDERSON LAND USE PLANNING**

APPROVALS:




Rick Caguiat
Principal Planner

2/25/20
Date



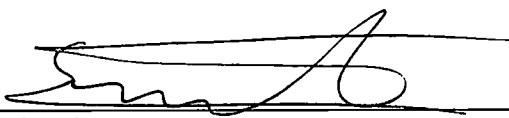
Mark Meissner
Community Development Director

2/25/2020
Date



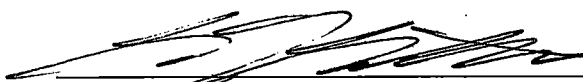
Cari James
Director of Finance

2/26/2020
Date



Salvador Navarrete
City Attorney

2-27-2020
Date



Stephen J. Salvatore
City Manager

3-2-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 12 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE RIVER ISLANDS PHASE 2 PROJECT.

WHEREAS, River Islands is proposing modifications to Phase 2 of River Islands that requires a Subsequent Environmental Impact Report, General Plan Amendment, West Lathrop Specific Plan (WLSP) Amendment, Rezone, River Islands Urban Design Concept (RI-UDC) Amendment, potential Development Agreement Amendment, and associated Vesting Tentative Map; and

WHEREAS, J.B. Anderson Land Use Planning has prepared and submitted a Scope of Work to provide contract planning services to review, process, and manage the River Islands Phase 2 Project and coordinate all communication and processing effort with Planning staff; and

WHEREAS, on August 3, 2015, the City of Lathrop entered into a Master Agreement with J.B. Anderson Land Use Planning to provide professional planning services to the City; and

WHEREAS, pursuant to the Master Agreement, the City can add additional work with Task Orders approved by the City Council when necessary; and

WHEREAS, funds required for Task Order No. 12 will be fully funded by River Islands Development, pursuant to an executed Funding Authorization. The proposed budget, including the City's Administrative Fee have a combined total amount not to exceed \$155,168.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 12 with J.B. Anderson Land Use Planning to provide contract planning services to review, process, and manage the River Islands Phase 2 Project.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the following budget amendment for Fiscal Year 2020-2021:

Increase Revenue	
4150-8999-371-9100 190104	\$155,168
Increase Expense	
4150-8999-420-0100 190104	\$155,168

The foregoing resolution was passed and adopted this 9th day of March 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

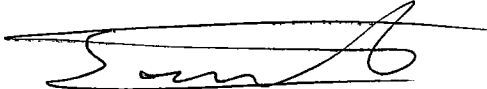
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 12 PURSUANT TO
MASTER AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BETWEEN THE CITY OF LATHROP AND J.B. ANDERSON
LAND USE PLANNING**

FOR

**THE RIVER ISLANDS AT LATHROP PHASE 2 PROJECT AND
RELATED ENTITLEMENTS**

THIS TASK ORDER NO. 12, dated for convenience this ____ day of March 2020, is by and made and entered into by and between J.B. Anderson Land Use Planning ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 3, 2015, CONSULTANT entered into a master agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT, pursuant to Resolution 15-3967; and

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate, attached hereto as Exhibit "A", to provide professional consulting services as described in this Task Order No. 12 and incorporated herein by reference;

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 12 hereby incorporates by reference all terms and conditions set forth in the master agreement for consulting service dated August 3, 2015, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform professional consulting services in accordance with the scope of work and fee proposal provided in Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the utmost standards of its profession and to the CITY'S satisfaction.

(3) **Time of Performance**

CONSULTANT shall commence performance upon receipt of notice to proceed pursuant to section 6 and shall complete all required services no later than June 30, 2021.

(4) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY.

As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) **Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$140,168** for the services as set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 of the master agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(6) **Notice to Proceed**

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

(7) **Billings**

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

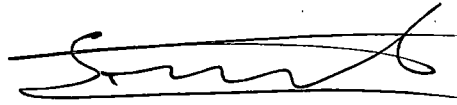
(8) **Signatures**

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

J.B. Anderson Land Use Planning - Task Order No. 12
River Islands Phase 2 Project and Related Entitlements

Approved as to Form:

City of Lathrop
City Attorney



2-27-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Community Development Director

Mark Meissner

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

J.B. Anderson Land Use Planning
John B. Anderson, President
139 S. Stockton Avenue
Ripon, CA 95366

Fed ID # 27-2423212
Bus License # 20324

Signature

Date

(Print Name and title)

CITY OF LATHROP
CONTRACT PLANNING STAFF TO REVIEW AND PROCESS APPLICATIONS
FILED BY RIVER ISLANDS DEVELOPMENT, LLC FOR THE RIVER ISLANDS AT
LATHROP PHASE 2 DEVELOPMENT – GENERAL PLAN AMENDMENT, REZONE,
SPECIFIC PLAN AMENDMENT, URBAN DESIGN CONCEPT AMENDMENT,
AMENDMENTS TO PROJECT DEVELOPMENT AGREEMENT, AND APPROVAL OF
PHASE 2 VESTING TENTATIVE MAP

February 25, 2020

PROJECT UNDERSTANDING

The City of Lathrop has solicited the professional planning services of JB Anderson Planning (JBAP) to aid in the processing of the application above. River Islands is a mixed use, water-oriented master planned community, containing approximately 4,905 acres on Stewart Tract and Paradise Cut. The current overall project includes the following development for Phase 1: 4,284 residential dwelling units, a Town Center, a portion of a Business Park, lakes, parks, schools and other open space. The existing approvals for Phase 2 include 6,716 residential dwelling units, the balance of the Business Park (Employment Center), a neighborhood commercial area, lakes, golf courses, marinas, parks, schools, and additional open space areas.

The Applicant, River Islands Development, LLC (RID) has submitted applications to the City for a number of related project level entitlements that will update the land use program for Phase 2 (Proposed Project). The Proposed Project includes the following entitlements:

- City of Lathrop General Plan Amendment (Land Use, Circulation and Housing Elements);
- West Lathrop Specific Plan Amendment;
- City of Lathrop Rezone;
- Urban Design Concept Amendment;
- Potential Amended Development Agreement; and
- Vesting Tentative Map for Phase 2

The Applicant intends to increase the allowance of density for the Phase 2 project area, accommodating additional retail and commercial development, and add a mixed-use Transit Village to the proposed Valley Link station location in the Employment Center District and Paradise Town Center. The Proposed Project May include 9,979 residential dwelling units, representing an increase of 3,263 residential dwelling units when compared to the existing Phase 2 approvals. Phase 2 will include additional multi-family dwelling units (condominiums, apartments, etc.) as well as additional attached single-family product similar to units already constructed in Phase 1.

Potential environmental impacts will be analyzed via a Subsequent Environmental Impact Report (SEIR), to be prepared by Ascent Environmental, Inc. under a separate contract with the City.

JBAP's role is to act as the managing staff planner for the project. JBAP staff shall coordinate all communication and processing efforts with the Community Development Director and Principal Planner. JBAP shall process all applications as presented including any and all modifications suggested by the property owner/agent to facilitate the entitlements of the River Islands at Lathrop Phase 2 Development.

SCOPE OF WORK

TASK 1 BACKGROUND RESEARCH & MMRP COMPLIANCE

JBAP staff shall review all appropriate materials and Proposals for the River Islands Phase 2 Development including but not to the Scope of Work from Ascent Environmental, Proposals for Technical Studies.

JBAP staff shall review the River Islands Draft and Final Subsequent Environmental Impact Report (SEIR) and the six (6) Addendums to obtain a better understanding of the project. JBAP staff shall prepare a memorandum that includes a review and status update of the Mitigation Monitoring and Report Program for the River Islands SEIR. The memorandum will include a review of each Mitigation Measure to determine which are complete, incomplete and ongoing.

Deliverables: One (1) PDF and one (1) MSWord copy of the River Islands SEIR MMRP Memorandum and one (1) MSWord copy of the River Islands Phase 2 SEIR MMRP Compliance to be carried to Phase 2.

Meetings: Attend two (2) project review meetings with City Staff.

TASK 2 PROJECT KICK-OFF

JBAP staff shall attend the project kick-off meeting with the Applicant, Ascent Environmental, and City Staff to refine the details of the scope of work and establish a definitive understanding of product delivery dates, including entitlement applications and exhibits including but not limited to the Vesting Tentative Map, Preliminary Development Plan, Amended Development Agreement, Amendments to the West Lathrop Specific, and Amendments to the River Islands Urban Design Concept. In addition, JBAP shall prepare a Project Referral List to be transmitted to City Staff and the project proponent and added upon as necessary.

JBAP assumes the project kick-off meeting will occur in conjunction with the kick-off meeting for the SEIR by Ascent Environmental, Inc. JBAP shall assist in defining the Project Description with City Staff, Ascent Environmental, Inc. and the project proponent including proof of Notice of Preparation (NOP) and verification of Project Description.

Deliverables: One (1) PDF and one (1) MSWord copy of the Project Referral List.

Meetings: Attend one (1) project kick-off meeting with project proponent and City Staff with follow-up conference calls and emails.

TASK 3 APPLICATION ASSESSMENT, ONGOING REVIEW, PROCESSING AND STATUS UPDATES

JBAP will work with City Departments (Public Works, Planning, Lathrop-Manteca Fire District, Lathrop Police Services and City Administration) to review the application and submittals including but not limited to revisions to the West Lathrop Specific Plan, River Islands Urban Design Concept, Preliminary Development Plan and Vesting Tentative Subdivision Map. JBAP staff shall coordinate the review by all other City Departments who will be involved with the entitlements. JBAP shall establish Department point-of-contacts and review timeframes of key application materials. In addition, JBAP staff shall schedule and attend meetings with the Applicant and key City Departments to review concerns and priority issues that need to be resolved to keep the entitlement process moving forward.

Following City Department review, JBAP staff will prepare a memorandum that includes a detailed list of questions, clarifications and revisions to the application and plans/exhibits are necessary for City Staff to complete the review of the application.

JBAP assumes that review of submittal items and exhibits will occur throughout the processing of the entitlements listed above.

JBAP staff will be responsible for collecting and organizing all Department comments as a result of the application assessment and ongoing review as well as the review by the Development Review Committee.

JBAP will provide City Staff and client with updates on the processing of the entitlements, review of application materials, anticipated submittals of revised plans from the Applicant, and notification on areas of the application and exhibits that need clarification and/or review by key City Staff members.

Deliverables: One (1) PDF and One (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications and revisions to the application materials. This delivery may include redline comments to the application materials.

Periodic updates on the status of processing the application will be delivered via email.

Meetings: JBAP assumes that multiple meetings and email communication will occur with key City Staff members to review the application materials.

TASK 4

PROJECT REFERRALS

JBAP staff shall prepare all Project Referral documents including:

- Internal Department Referral (Development Review Committee (DRC))
- Outside Agency Referral (45-day Referral)
- Senate Bill 18 Referral (90-day Referral)

Pursuant to Senate Bill 18, JBAP staff will request a list of potentially affected California Native American tribes from the California Native American Heritage Commission (NAHC). JBAP will coordinate with City staff to mail the Outside Agency and Senate Bill 18 Referrals and distribute the Internal Referral to the various Departments.

JBAP assumes that two (2) DRC meetings will occur at City Hall. JBAP staff will present and conduct the DRC meetings.

JBAP assumes that consultation Northern Valley Yokuts tribe will occur based on a previous project (GPA-19-131, REZ-19-132 and PDP-19-133). JBAP will coordinate with City Staff, the Applicant, and a representative from the Northern Valley Yokuts to schedule a meeting for the consultation. JBAP assumes that the meeting will include a site visit to the River Islands Phase 2 area. JBAP will be responsible for scheduling and conducting the consultation.

Deliverables: One (1) PDF and one (1) MSWord copy of the Internal Department Referral.
One (1) PDF and one (1) MSWord copy of the Outside Agency Referral.
One (1) PDF and one (1) MSWord copy of the Senate Bill 18 Referral/Consultation Letter.
One (1) PDF and one (1) MSWord copy of the Consultation Agenda.

Meetings: Attend one (1) Development Review Committee Meeting.
Numerous conference calls and communications with City Staff, the Applicant and the JBAP team to receive special direction for the above referrals.

TASK 5

CEQA REVIEW

Based on a review of the Scope of Work prepared by Ascent Environmental, Inc., dated January 22, 2020, the project will include the preparation of a Subsequent Environmental Impact Report (SEIR). JBAP staff's role will include consultation over Ascent's work product and interaction with City Staff, review of the Administrative Draft, Screen Check Draft and Public Review Draft of the Draft SEIR and the Administrative Draft, Screen Check Draft and Public Review Draft of the Final SEIR. JBAP Staff will prepare a detailed list of questions, clarifications and revisions to each environmental document to supplement City Staff's review. JBAP assumes that no meetings are required for this task unless necessary to clarify specific Sections of the Draft SEIR and/or Final SEIR. JBAP Staff's role in this regard is to peer review the environmental documents for consistency between the application materials and the Draft and/or Final SEIR, highlight areas that are of concern or need additional clarification and redline areas of the documents that require revision. JBAP Staff shall report to the Community Development Director and Principal Planner of findings and seek direction and advice for proceeding with the application. JBAP Staff will coordinate with other City Departments and agencies to ensure that questions have been addressed by the project proponent and/or Ascent Environmental, Inc.

JBAP staff will provide a comprehensive review of the SEIR Mitigation Monitoring and Reporting Program (MMRP)

JBAP Staff will prepare the Assembly Bill 52 (AB 52) Notification letter (30-day Notification) as required by CEQA Guidelines and Public Resources Code. JBAP assumes the AB 52 notification letter will be transmitted to the listed California Native American tribes prior to the release of the Draft SEIR and following the City's determination that the application is complete (following Task 3). The Consultation shall occur within 30-days of receiving the tribe's request for consultation.

Deliverables: One (1) PDF and One (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications and revisions to the Draft SEIR and Draft MMRP. This delivery may include redline comments.
One (1) PDF and One (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications and revisions to the Final SEIR.

Meetings: No meetings are assumed with this task.
A consultation may occur at the tribe's request.
Numerous emails and phone conversations.

TASK 6

STUDY SESSIONS WITH PC/CC

Based on discussions with City Staff and the Applicant, the project will include two (2) joint Planning Commission and City Council Study Sessions prior to formal action on the project. It is our understanding that the Applicant will prepare the necessary PowerPoint Presentation and Materials (i.e. Staff Report, Maps, etc.). JBAP Staff's role will be to attend the meetings to answer questions from the audience and PC/CC relating to processing, timing, and planning related matters.

Deliverables: No deliverables are assumed for this task.

Meetings: Two (2) Joint Planning Commission and City Council Study Sessions are assumed for this task.

TASK 7

PREPARE STAFF REPORTS AND CONDUCT PUBLIC HEARINGS

JBAP Staff will prepare all Staff Reports, Resolutions, Ordinances and supporting documents to be presented at the Planning Commission and City Council meeting(s). In addition, JBAP Staff will prepare the required Public Notices for Planning Commission and City Council and will transmit to Staff in a timely manner to be 1) reviewed by City Staff and the City Attorney's Office; and 2) published in a newspaper of general circulation and mailed to property owners within 300-feet of the Phase 2 boundary as required by the Government Code. JBAP Staff will organize and assist the City in preparing the Planning Commission and City Council Packets and will organize the Attachments in the format the City utilizes.

JBAP Staff will transmit the Planning Commission and City Council Staff Reports, Resolutions, Ordinances and supporting documents to the City in a timely manner. JBAP Staff will work with the City Clerk on clarifying the materials to be part of the Administrative Record.

JBAP Staff will present the Proposed Project at the Study Session, Planning Commission and City Council meetings.

Deliverables:

- One (1) MSWord copy of the Public Notice, Staff Report, Resolution(s), Ordinance(s) for Planning Commission.
- One (1) PPT copy of the Planning Commission PowerPoint Presentation.
- One (1) MSWord copy of the Public Notice, Staff Report, Resolution(s), Ordinance(s) for City Council.
- One (1) PPT copy of the City Council PowerPoint Presentation.

Meetings:

- One (1) Planning Commission Public Hearing.
- One (1) City Council Public Hearing.

TASK 8

FOLLOW-UP AND ADMINISTRATIVE RECORD

Following the Planning Commission and City Council Public Hearings and approval of the Project, JBAP Staff shall work with City Staff organize the administrative hard and electronic file. JBAP staff will request electronic and hard copies of the Final West Lathrop Specific Plan and River Islands Urban Design Concept from the project proponent at this time. The number of hard copies will be determined by City Staff (i.e. resource copy, counter copy, etc.).

Deliverables:

No Deliverables are assumed for this task.

Meetings:

One (1) meeting with City Staff to discuss the hard and electronic file.

COST PROPOSAL

City of Lathrop - River Islands Phase 2		Principal	VP/Senior Planner	Associate Planner	Assistant Planner	Admin Assistant	COST
		\$170	\$149	\$90	\$70	\$55	
		HOURS					COST
TASK 1	Background Research and MMRP Compliance	20	0	35	10	24	\$8,570
TASK 2	Project Kick-Off	9	0	15	8	10	\$3,990
Task 3	Application Assessment, Ongoing Review, Processing and Status Updates	112	36	160	70	25	\$45,079
Task 4	Project Referrals	32	16	66	24	12	\$16,104
Task 5	CEQA Review	96	55	85	40	12	\$35,625
Task 6	Study Sessions with PC/CC	12	8	12	8	0	\$4,872
Task 7	Prepare Staff Reports and Conduct Public Hearings	45	12	80	30	12	\$19,398
Task 8	Follow-Up and Administrative Record	12	0	30	5	8	\$5,530
	Sub-Total of Tasks	338	127	483	195	103	\$139,168
	Administrative Expenses (i.e. Copies)						\$1,000
TOTAL ESTIMATE							\$140,168

ASSUMPTIONS

1. Information requested from of Applicant, Dahlin, and Ascent Environmental, Inc. is delivered to JBAP in a timely manner.
2. JBAP Staff assumes Consultation as required by Senate Bill 18 will be requested and one (1) on-site meeting will occur with the requesting tribe. Additional meetings as a result of Senate Bill 18 and/or Assembly Bill 52 notification maybe required.
3. Time and budget is estimated at the best of JBAP ability based on the information available to prepare this scope because of the complexity of the project will undoubtedly add to the budgeted time.
4. The price is based on the proposed schedule prepared by Ascent Environmental, Inc. If the schedule is protracted significantly more for reasons beyond JBAP's control, a budget amendment may apply to the remaining work.
5. The number and duration of proposed meetings and conference calls are specified. If they are exceeded, a budget augmentation would be warranted.
6. The City will be responsible for the cost of newspaper publication of notices and certified mailings to individuals and/or agencies. These costs are not included in the proposed price.
7. The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates.
8. After the description of the project are approved by the City for use in the environmental document, it is assumed they will not change during the course of analysis and document preparation by Ascent Environmental, Inc. If changes are necessary, amendment of the budget will be warranted to the extent that already completed review need to be redone.
9. Review cycles of the application materials and environmental documents will be ongoing with the various City Departments and agencies. JBAP assumes that multiple review cycles will be necessary to process the entitlement package.
10. JBAP Staff is not responsible for delays associated with inter-Department review.

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ITEM 5.1

CITY MANAGER'S REPORT MARCH 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER GENERAL PLAN AMENDMENT, ZONING MAP AMENDMENT AND AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR THE RIVER ISLANDS PHASE 1 PROJECT

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving the General Plan Map Amendment from Residential Low to Residential Medium and Mixed Use for Three (3) Parcels Within the River Islands Phase 1 Project and Amendment to the Phase 1 Preliminary Development Plan for Stage 2B (GPA-19-131 and PDP-19-133)
3. Introduction and First Reading of an Ordinance Approving a Zoning Map Amendment from Residential Low to Residential Medium and Mixed Use for the River Islands Phase 1 Project. (REZ-19-132)

SUMMARY:

The applicant is requesting three (3) entitlements for the River Islands Phase 1 Project:

1. Approval of a General Plan Amendment to modify the General Plan Land Use Designations of three (3) properties within River Islands Phase 1 area from Residential Low (RL-RI) to Residential Medium (RM-RI) and Mixed Use (MU-RI);
2. Approval of an Ordinance for Zoning Map Amendment to modify the Zoning Classifications of three (3) properties within the River Islands Phase 1 area from Residential Low to Residential Medium and Mixed Use; and
3. Approval of an Amendment to the Phase 1 Preliminary Development Plan for Stage 2B to ensure the total number of units in Phase 1 is consistent with the Vesting Tentative Map for Tract 3694.

The General Plan Amendment and Zoning Map Amendment include three (3) properties: two (2) properties within Village CC of the Lakeside East District and one (1) property within the Town Center District. The following exhibit illustrates the location of the proposed General Plan Amendment and Zoning Map Amendment (in red outline).

Village CC



Town Center District



The purpose of amending Village CC from Residential Low to Residential Medium is to accommodate the Castaway II project, which exceeds the density range of three (3) to nine (9) dwelling units per acre (du/ac) of the Residential Low land use designation. The Residential Medium density range is six (6) to twenty (20) du/ac and would allow the Castaway II project to move forward.

The amendment to the Town Center District property represents a “clean-up” action, as the property currently has a split General Plan land use designation and Zoning District of RL-RI and MU-RI. In addition, the Mixed Use land use designation and zoning district is consistent with the Town Center Plan and anticipated uses such as mixed use commercial, residential and open space/park.

The Preliminary Development Plan (PDP) is a planning document that sets the neighborhood layout, open space program and circulation plan for districts within River Islands. The PDP is required to be consistent with the Vesting Tentative Map, which legally subdivides the parcels for residential development. Due to the increase in density of the Castaway II project, the PDP needs to be amended to account for the increase in units in Phase 1.

**CITY MANAGERS REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
RIVER ISLANDS PHASE 1 GPA, REZ, AND PDP**

PAGE 3

BACKGROUND:

In 2003, the River Islands project received various major entitlements including certification of a Subsequent Environmental Impact Report (SEIR), revised West Lathrop Specific Plan (WLSP), Urban Design Concept (UDC) and Phase 1 Preliminary Development Plan (PDP). The new project contemplated significant changes to the original concept known as Gold Rush City. The new project was to develop an Employment Center, Town Center, residential development equaling 11,000 new dwelling units, commercial development, open space, schools and public facilities.

In 2007, the River Islands project received approval for Vesting Tentative Map Tract 3694 in Phase 1 which provides development of 4,284 residential units (single and multifamily), commercial development and associated public amenities including parks, schools, roadways, open space, and public right-of-ways.

In 2015, the River Islands project received approval for various major entitlements including approval of a Fifth Addendum to the SEIR, major amendments to the WLSP and River Islands UDC, and amendment to the Vesting Tentative Map Tract 3694 to accommodate various changes to the boundaries, roadways, single-family and multi-family unit mix, replacement of the canal system with a lake system, open space and parkland modifications, and to allow decentralized lakes. This action also approved the revised River Islands Parks Master Plan, which was approved in 2007 and updated in 2013 to reflect the Community at South River Bend (CSRB) final maps.

In 2018, the River Islands project received approval for various entitlements including approval of a Sixth Addendum to the SEIR, amendment to Vesting Tentative Map Tract 3795, amendment to the PDP for Phase 1 to be consistent with the amendments to VTM Tract 3694 in 2015 and the City's Finding of Substantial Conformance for Stage 2A in 2016, and approval of a Precise Plan Line for River Islands Parkway in accordance with Condition of Approval #59 for VTM 3694.

The current proposal is to amend the General Plan Land Use Map and Zoning Map of three (3) parcels from Residential Low to Residential Medium and Mixed Use to 1) accommodate the appropriate residential density for Village CC and to "clean-up" actions that did not take place in 2015 and 2018 as it relates to the General Plan Land Use Designation and Zoning District of the Town Center area.

On February 19, 2020, the Planning Commission held a public hearing on the proposed project. At the conclusion of the public hearing, the Planning Commission voted unanimously (3-0-1-1) (Dresser Absent and Rhodes Abstain) to recommend the City Council approve the request for a General Plan Amendment, Rezone and Preliminary Development Plan Amendment for the River Islands Phase 1 Project.

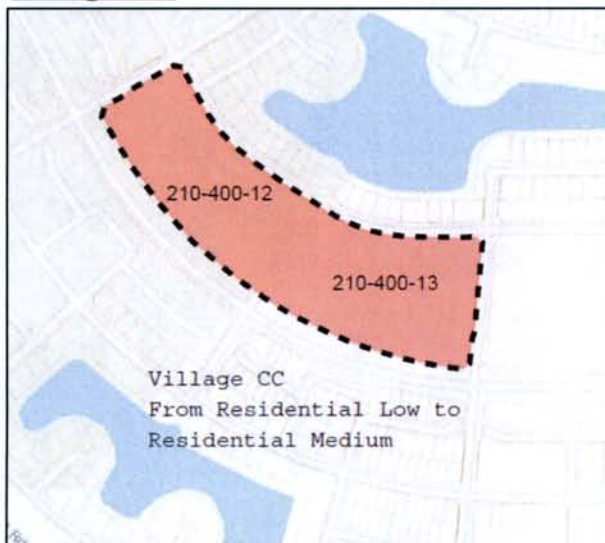
ANALYSIS:

General Plan Amendment

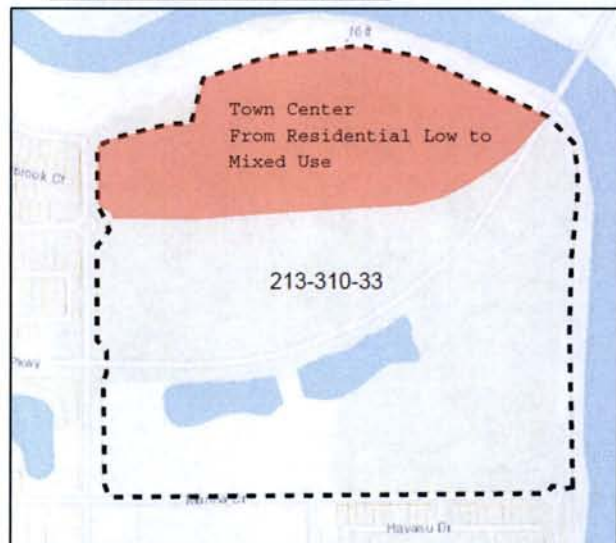
As previously stated, the applicant is requesting approval to amend the General Plan land use designation and Zoning District of the subject properties from Residential Low (RL-RI) to Residential Medium (RM-RI) and Mixed Use (MU-RI).

The proposed General Plan Amendment is illustrated below (area subject to GPA are highlighted in red):

Village CC



Town Center District



Specifically, the applicant is requesting to amend the General Plan land use designation of Village CC (APNs: 210-400-12 and -13) from RL-RI to RM-RI to accommodate the anticipated residential development of the two (2) parcels. The RL-RI land use designation allows density range from three (3) to nine (9) dwelling units per acre (du/ac) while the RM-RI land use designation allows a density range of six (6) to twenty (20) du/ac.

The Village CC area is proposed for medium density, attached single-family product; this product is the same that has been already approved and constructed by Van Daele Homes in Village L of the East Village District (known as Castaway) which is consistent with the existing Residential Medium land use designation and zoning district.

The applicant is also requesting to amend the General Plan land use designation and Zoning district of a portion of 1175 Marina Drive (approximately 30 acres) from RL-RI to MU-RI. This action represents a "clean-up", as the property currently has a split General Plan land use designation and Zoning District of RL-RI and MU-RI.

The MU-RI General Plan land use designation and Zoning District are consistent with the Town Center Plan, which was adopted by the City in 2018.

In addition, the MU-RI district is consistent with anticipated uses in the Town Center Plan area, such as mixed use commercial, residential and open space/park uses. The current General Plan land use designation and Zoning District area result of two (2) actions: 1) the major amendments to the WLSP, River Islands UDC, and VTM 3694 in 2015 did not include a General Plan Amendment and Rezone to modify the General Plan land use designation and Zoning District of the entire Town Center area to be consistent with the amended VTM 3694; and 2) the alignment of River Islands Parkway shifted south as a result of the alignment of Bradshaw Crossing and the River Islands Parkway Precise Plan, adopted in 2018. The existing and proposed General Plan Land Use Designation of the subject properties are illustrated in Attachment 5 and 6.

The requested land use designation change is consistent with all existing General Plan Goals, Policies and Implementation strategies and would not require any amendments to the text of the existing General Plan.

The proposed General Plan Amendment is consistent with the following Goals and Policies of the General Plan:

- a) ***"The extent and rate at which multi-family development is allowed to occur during a given year shall be governed by realistic demands in the housing market. Unsubstantiated local market potential for multi-family proposal may be grounds for project disapproval, even though multi-family use is called for by proposals depicted on the General Plan Diagram or as described in the General Plan."*** The proposed project would accommodate the Castaway II residential density consistent with the RM-RI General Plan land use designation (six (6) to twenty (20) du/ac) and is accounted for in the Amended VTM Tract 3694 (2015 and Substantial Conformance 2016).
- b) ***"Policy 2.2: Residential development within Sub-Plan Area #3 shall provide a variety of housing types and a range of lot sizes throughout the Stewart Tract."*** The proposed General Plan Amendment would accommodate a proposed Medium Density project within Village CC that would provide a variety of housing types and densities in the River Islands Phase 1 Project. The proposed General Plan Amendment to the Town Center Area would "complete" the Mixed Use designation for this area and remove the split zoning – allowing for this area to be developed as intended.

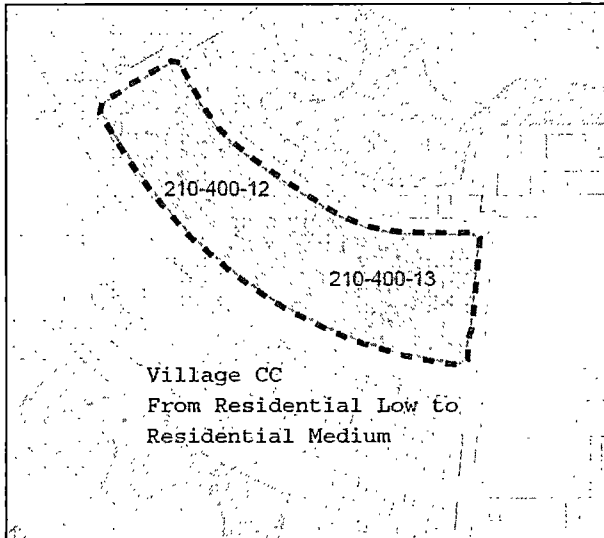
- c) **"Policy 2.3: Housing diversity within Sub-Plan Area #3 shall be encouraged through a mix of housing types and sizes, attractive design, innovation in site planning and design, and housing opportunities for a variety of income levels."** The proposed General Plan Amendment would allow for a mixture of housing types and mixed-use developments, both in Village CC and the Town Center area.
- d) **"Policy 2.4: The City shall promote residential project design within Sub-Plan Area #3 which reflects and considers natural features, noise exposure of residents, visibility of structures, circulation, access, and the relationship of the project to surrounding uses. Residential densities and lot patterns will be determined by these and other factors."** The proposed General Plan Amendment and Rezone of Village CC would allow for a higher density project to be developed. As discussed above, the Village CC area is proposed for medium density, attached single-family product; this product is the same that has been already approved and constructed by Van Daele Homes in Village L of the East Village District (known as Castaway).
- e) **"Policy 4.1: The City shall encourage development of a new town center within Sub-Plan Area #3 to provide a variety of goods and services to area residents."** As stated above, the Town Center Plan was approved in 2018 and permits the development of residential and commercial mixed uses. The proposed General Plan Amendment represents a "clean-up" action to remove the split General Plan land use designation of the property.
- f) **"Program 1b: Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing..."** The proposed General Plan Land Use Map Amendment would modify the General Plan Land Use Designation of Village CC from Residential Low to Residential Medium, increasing the allowable residential density. This is consistent with Program 1b of the 2019-2023 Housing Element.

Rezone

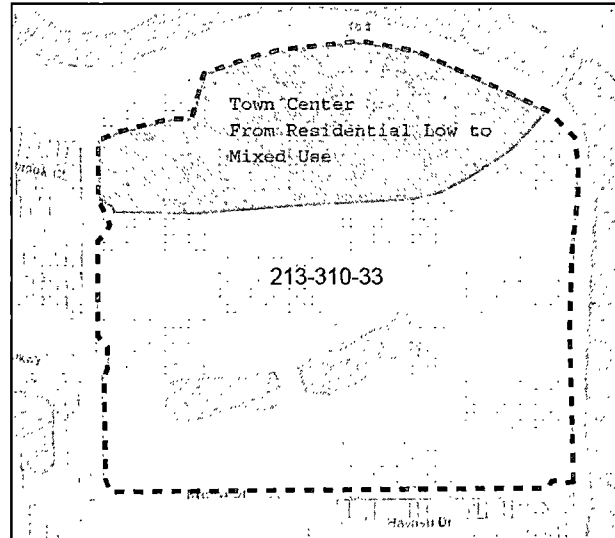
The applicant is requesting approval of a Zoning Map Amendment to modify the Zoning Classification of three (3) properties from Residential Low (RL-RI) to Residential Medium (RM-RI) and Mixed Use (MU-RI). Rezoning of the Town Center property will allow future development of mixed use residential and commercial project in this area. In addition, the proposed rezoning would remove the split zoning of the property that currently exists. Rezoning of the Village CC properties would allow the Castaway II project to move forward. This product is the same that has been already approved and constructed by Van Daele Homes in Village L of the East Village District (known as Castaway).

The proposed Zoning Map Amendment is illustrated below (area subject to Zoning Map Amendment are highlighted in red):

Village CC



Town Center District



According to the Lathrop Municipal Code, amendments to the zoning map must be reviewed by the Planning Commission and forwarded to the City Council for approval.

Before any recommendation to approve rezoning by the Planning Commission, or final approval by the City Council, the following finding must be made:

- 1. That the proposed zoning amendment will be consistent with the applicable provisions of the General Plan.***

The applicant has filed for both a General Plan Amendment and a Rezoning. If the General Plan Amendment is approved, the proposed rezoning would establish consistency with the City General Plan. The existing and proposed Zoning Classifications of the subject properties are illustrated in Attachment 5 and 6.

Preliminary Development Plan

The Preliminary Development Plan (PDP) is a planning document that sets the neighborhood layout, open space program and circulation plan for districts within River Islands. The original PDP for the Phase 1 VTM Tract 3694 was approved in 2003 for 4,284 dwelling units.

The applicant is proposing to update the existing PDP relative to the Lakeside West and Old River Road Districts (Stage 2B) to ensure the total number of units in Phase 1 remains 4,284 dwelling units.

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Due to the increased density of the proposed changes in land use, as described above, the proposed amendment to the PDP will transfer units planned for Stage 2A in the Lakeside West District into the Old River Road District that will now be developed in Phase 2.

The "shift" totals 153 units and would ensure that the total number of units for Phase 1 overall would stay at 4,284 units as allowed by the existing entitlements and CEQA approvals for the Phase 1 River Islands Project. As a result, a total of 477 units planned for the Old River Road District would be developed in the future with Phase 2. The revised PDP is illustrated in Attachment 7.

Senate Bill 18

Government Code Section 65352.3 requires a 90-day consultation period with California Native American tribes that are on the contact list by the Native American Heritage Commission for the purpose of preserving or mitigating impacts to places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code. Staff sent a formal notification on November 7, 2019 to the Northern Valley Yokut tribe and the Buena Vista Rancheria Me-Wuk Indians to determine if a consult is needed for the General Plan Amendment request.

Per request and consistent with Senate Bill 18, the City conducted a consultation with the Northern Valley Yokut tribe on December 4, 2019 and met with representatives from the tribe at City Hall. In summary, the tribe did not have any specific concerns relative to the proposed project and requested to be notified of any future projects subject to Senate Bill 18 notification requirements.

Stewart Tract Design Review Committee

In accordance with the West Lathrop Specific Plan, new and amendments to the Preliminary Development Plan within River Islands is subject to review by the Stewart Tract Design Review Committee (STDRC) for consistency with the General Plan, West Lathrop Specific Plan, and River Islands Urban Design Concept. The STDRC recommended approval of the proposed project (Attachment 9).

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on February 27, 2020. Staff also mailed the public hearing notice on February 26, 2020 to notify property owners located within a 300-foot radius from the project site.

In addition, the Public Notice was emailed to the City's Public Hearing subscribers on February 26, 2020. The meeting agenda was also posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed project.

**CITY MANAGERS REPORT
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CEQA Review

The environmental impacts of the River Islands Project were addressed in a certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027), and the SEIR has been updated by six (6) addendums since then. The City has determined that the potential environmental effects of the proposed project falls within the scope analyzed in the SEIR; therefore, no further environmental review is required in compliance with the California Environmental Quality Act.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

1. Hold a Public Hearing; and
2. Adopt a Resolution approving the General Plan Amendment from Residential Low to Residential Medium and Mixed Use for three (3) parcels within the River Islands Phase 1 Project and Amendment to the Phase 1 Preliminary Development Plan for Stage 2B.
3. Introduction and first reading of an Ordinance approving a Zoning Map Amendment from Residential Low to Residential Medium and Mixed use for the River Islands Phase 1 Project.

FISCAL IMPACT:

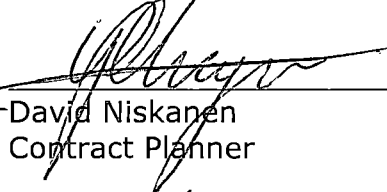
All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

ATTACHMENTS:

1. Resolution for General Plan Amendment and Amendment to Preliminary Development Plan
2. Ordinance for Zoning Map Amendment
3. Vicinity Maps
4. Affected Parcels
5. Existing and Proposed General Plan Land Use Designation and Zoning Classification for Town Center
6. Existing and Proposed General Plan Land Use Designation and Zoning Classification for Village CC
7. Revised Preliminary Development Plan for Stage 2B of Tract 3694
8. Updated Land Use map for River Islands Phase 1
9. STDRC Recommendation
10. Planning Commission Resolution No. 20-5

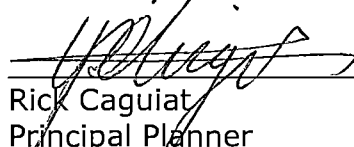
**CITY MANAGERS REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
RIVER ISLANDS PHASE 1 GPA, REZ, AND PDP**

APPROVALS:



for David Niskanen
Contract Planner

2/24/20
Date




Rick Caguiat
Principal Planner

2/24/20
Date



Mark Meissner
Community Development Director

2/24/2020
Date



Salvador Navarrete
City Attorney

2-24-2020
Date



Stephen J. Salvatore
City Manager

2-24-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A GENERAL PLAN LAND USE MAP AMENDMENT AND AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR STAGE 2B FOR THE PHASE 1 RIVER ISLANDS PROJECT (GPA-19-131 AND PDP-19-133)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on February 19, 2020, at which they adopted PC Resolution No. 20-5 recommending the City Council approve the General Plan Land Use Map Amendment, Zoning Map Amendment and Amendment to the Preliminary Development Plan for Stage 2B request pursuant to the Lathrop Municipal Code; and

WHEREAS, the Applicant, River Islands Development LLC (RID), has filed an application for a General Plan Amendment, Zoning Map Amendment, and revision to the Preliminary Development Plan for Stage 2B of VTM Tract 3694; and

WHEREAS, the subject parcels currently have a Residential Low (RL-RI) General Plan designation, and are located within the Residential Low (RL-RI) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment to Residential Medium (RM-RI) and Mixed Use (MU-RI); and

WHEREAS, the subject parcels are located at 1175 Marina Drive (APN: 210-310-33) and Village CC of the Lakeside East District (APNs: 210-400-12 and -13); and

WHEREAS, the Preliminary Development Plan is a planning document that sets the neighborhood layout, open space program and circulation plan for districts within River Islands; and

WHEREAS, the proposed General Plan Amendment and revision to the Preliminary Development Plan for VTM Tract 3694 are consistent with the objectives, general land uses and programs specified in the West Lathrop Specific Plan (WLSP) and River Islands Urban Design Concept (UDC); and

WHEREAS, the above listed requests are considered a "Project" as defined by the California Environmental Quality Act (CEQA) and requires consideration of its potential environmental effects as required by CEQA; and

WHEREAS, the potential environmental effects of the River Islands project as a whole have been considered in detail in a Subsequent Environmental Impact Report (SEIR), which was first certified by the City of Lathrop in 2003 (SCH 1993112027) and has been updated periodically through the adoption of six (6) addendums, most recently in 2018; and

WHEREAS, the Mitigation Monitoring and Reporting Plan (MMRP) and Conditions of Approval for the River Islands Project and VTM 3694 remain in effect and does not require revisions to address mitigation requirements and/or conditions of approval associated with the project; and

WHEREAS, State Planning Law require the Planning Commission to provide a recommendation for a General Plan amendment to the City Council by resolution; and

WHEREAS, the proposed amendment will be consistent with applicable provisions of the General Plan. The proposed General Plan Land Use Map Amendment to Residential Medium and Mixed Use and Zoning Map Amendment to Residential Medium and Mixed Use would provide consistency between the General Plan & Zoning and would further General Plan goals & policies; and

WHEREAS, proper notice of this public meeting was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. General Plan Amendment Findings. The proposed General Plan Land Use Map Amendment will implement the following policies contained in the General Plan in support of the proposed land use designations:

- a) *"The extent and rate at which multi-family development is allowed to occur during a given year shall be governed by realistic demands in the housing market. Unsubstantiated local market potential for multi-family proposal may be grounds for project disapproval, even though multi-family use is called for by proposals depicted on the General Plan Diagram or as described in the General Plan."* The proposed project would accommodate a residential density consistent with the RM-RI General Plan land use designation (six (6) to twenty (20) du/ac) and is accounted for the in the Amended VTM Tract 3694 (2015 and Substantial Conformance 2016).
- b) *"Policy 2.2: Residential development within Sub-Plan Area #3 shall provide a variety of housing types and a range of lot sizes throughout the Stewart Tract."* The proposed General Plan Amendment would accommodate a proposed Medium Density in Village CC that would provide a variety of housing types and densities in the River Islands Phase 1 Project. The proposed General Plan Amendment to the Town Center Area would "complete" the Mixed Use designation for this area and remove the split zoning – allowing for this area to be developed as intended.

- c) *"Policy 2.3: Housing diversity within Sub-Plan Area #3 shall be encouraged through a mix of housing types and sizes, attractive design, innovation in site planning and design, and housing opportunities for a variety of income levels."* The proposed General Plan Amendment would allow for a mixture of housing types and mixed-use developments, both in Village CC and the Town Center area.
- d) *"Policy 2.4: The City shall promote residential project design within Sub-Plan Area #3 which reflects and considers natural features, noise exposure of residents, visibility of structures, circulation, access, and the relationship of the project to surrounding uses. Residential densities and lot patterns will be determined by these and other factors."* The proposed General Plan Amendment and Rezone of Village CC would allow for a higher density project to be developed. The Village CC area is proposed for medium density, attached single-family product; this product is the same that has been approved and constructed by Van Daele Homes in Village L of the East Village District (known as Castaway).
- e) *"Policy 4.1: The City shall encourage development of a new town center within Sub-Plan Area #3 to provide a variety of goods and services to area residents."* As stated above, the Town Center Plan was approved in 2018 and permits the development of residential and commercial mixed use developments. The proposed General Plan Amendment represents a "clean-up" action to remove the split General Plan land use designation of the property.
- f) *"Program 1b: Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing..."* The proposed General Plan Land Use Map Amendment would modify the General Plan Land Use Designation of Village CC from Residential Low to Residential Medium, increasing the allowable residential density. This is consistent with Program 1b of the 2019-2023 Housing Element.

Section 2. Preliminary Development Plan. This Resolution incorporates, and by this reference makes a part hereof, the proposed revised Preliminary Development Plan for Stage 2B of VTM Tract 3694, substantially in the form on file with the Community Development Department.

Section 3. CEQA. The City Council finds that the environmental review for the proposed project has been adequately provided and addressed in a certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027), and the SEIR has been updated by six (6) addendums since then. The City finds that the project does not require further environmental review under the California Environmental Quality Act (CEQA), for the following reasons:

- a) The City Council certified the Final Subsequent Environmental Impact Report for the River Islands Project in February 2003. The certified River Islands SEIR comprehensively addresses the potential environment effects of urban development of the entire RI Project, including the development of the Town Center District and Lakeside East District.
- b) The proposed General Plan Land Use Map Amendment and Zoning Map Amendment are consistent with the scope of the Project analyzed in the River Island SEIR and represent a "clean-up" action to obtain consistency between the General Plan Land Use Map, Zoning Map and VTM Tract 3694.
- c) Pursuant to CEQA Guidelines Section 15182, no EIR or negative declaration need to be prepared for a residential project that conforms to an adopted specific plan. The proposed project is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. More specifically, VTM 3694 and the Preliminary Development Plan for Phase 1 contemplate Medium Density uses, such as condominiums or attached single-family dwelling units, for Village CC in the Lakeside East District. The modification from Residential Low to Residential Medium is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. In addition, the modification from Residential Low to Mixed Use for the remaining balance of 1175 Marina Drive (APN: 213-310-33) is consistent with the uses permitted in the Town Center Plan, adopted in 2018.
- d) CEQA Guidelines Section 15162 provides that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for the project unless the lead agency finds that there have been substantial changes in the project, the project circumstances or information available that would require major revision to the EIR. The proposed project does not trigger any of the specific conditions.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, and pursuant to its independent review and consideration, does hereby approve the General Plan Land Use map Amendment as shown in Attachment 5 and 6 of the City Council Staff Report and the revised Preliminary Development Plan for Stage 2B of VTM Tract 3694 as shown in Attachment 7 of the City Council Staff Report for the River Islands Phase 1 Project.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 9th day of March, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ORDINANCE NO. 20-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A ZONING MAP AMENDMENT FOR THE RIVER ISLANDS PHASE 1 PROJECT (REZ-19-132)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting on February 19, 2020, at which they adopted PC Resolution No. 20-5 recommending the City Council approve the General Plan Land Use Map Amendment, Zoning Map Amendment and Amendment to the Preliminary Development Plan for Stage 2B request pursuant to the Lathrop Municipal Code; and

WHEREAS, the subject parcels currently have a Residential Low (RL-RI) General Plan designation, and are located within the Residential Low (RL-RI) Zoning District; and

WHEREAS, the request is for a Zoning Map Amendment to Residential Medium (RM-RI) and Mixed Use (MU-RI); and

WHEREAS, the subject parcels are located at 1175 Marina Drive (APN: 210-310-33) and Village CC of the Lakeside East District (APNs: 210-400-12 and -13); and

WHEREAS, chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the above listed requests are considered a "Project" as defined by the California Environmental Quality Act (CEQA) and requires consideration of its potential environmental effects as required by CEQA; and

WHEREAS, the potential environmental effects of the River Islands project as a whole have been considered in detail in a Subsequent Environmental Impact Report (SEIR), which was first certified by the City of Lathrop in 2003 (SCH 1993112027) and has been updated periodically through the adoption of six (6) addendums, most recently in 2018; and

WHEREAS, the City Council finds that the proposed Zoning Map change is consistent with applicable provisions of the Lathrop General Plan; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby approve the Zoning Map Amendment for the River Islands Phase 1 Project as shown in Attachment 5 and 6 of the City Council Staff Report, incorporated by reference herein.

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

Section 1. The Zoning Map of the City of Lathrop is hereby amended as shown in Attachment 5 and 6 of the City Council Staff Report, incorporated by reference herein.

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

Section 3. CEQA. The City Council finds that the environmental review for the proposed project has been adequately provided and addressed in a certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027), and the SEIR has been updated by six (6) addendums since then. The City finds that the project does not require further environmental review under the California Environmental Quality Act (CEQA), for the following reasons:

- a) The City Council certified the Final Subsequent Environmental Impact Report for the River Islands Project in February 2003. The certified River Islands SEIR comprehensively addresses the potential environment effects of urban development of the entire RI Project, including the development of the Town Center District and Lakeside East District.
- b) The proposed General Plan Land Use Map Amendment and Zoning Map Amendment are consistent with the scope of the Project analyzed in the River Island SEIR and represent a "clean-up" action to obtain consistency between the General Plan Land Use Map, Zoning Map and VTM Tract 3694.
- c) Pursuant to CEQA Guidelines Section 15182, no EIR or negative declaration need to be prepared for a residential project that conforms to an adopted specific plan. The proposed project is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. More specifically, VTM 3694 and the Preliminary Development Plan for Phase 1 contemplate Medium Density uses, such as condominiums or attached single-family dwelling units, for Village CC in the Lakeside East District.

The modification from Residential Low to Residential Medium is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. In addition, the modification from Residential Low to Mixed Use for the remaining balance of 1175 Marina Drive (APN: 213-310-33) is consistent with the uses permitted in the Town Center Plan, adopted in 2018.

- d) CEQA Guidelines Section 15162 provides that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for the project unless the lead agency finds that there have been substantial changes in the project, the project circumstances or information available that would require major revision to the EIR. The proposed project does not trigger any of the specific conditions.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 6. Publication. Within fifteen days of the adoption of this Ordinance, the city Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 9th day of March 2020, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on the _____ day of _____ 2020, by the following vote:

AYES:

NOES:

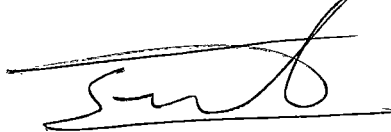
ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

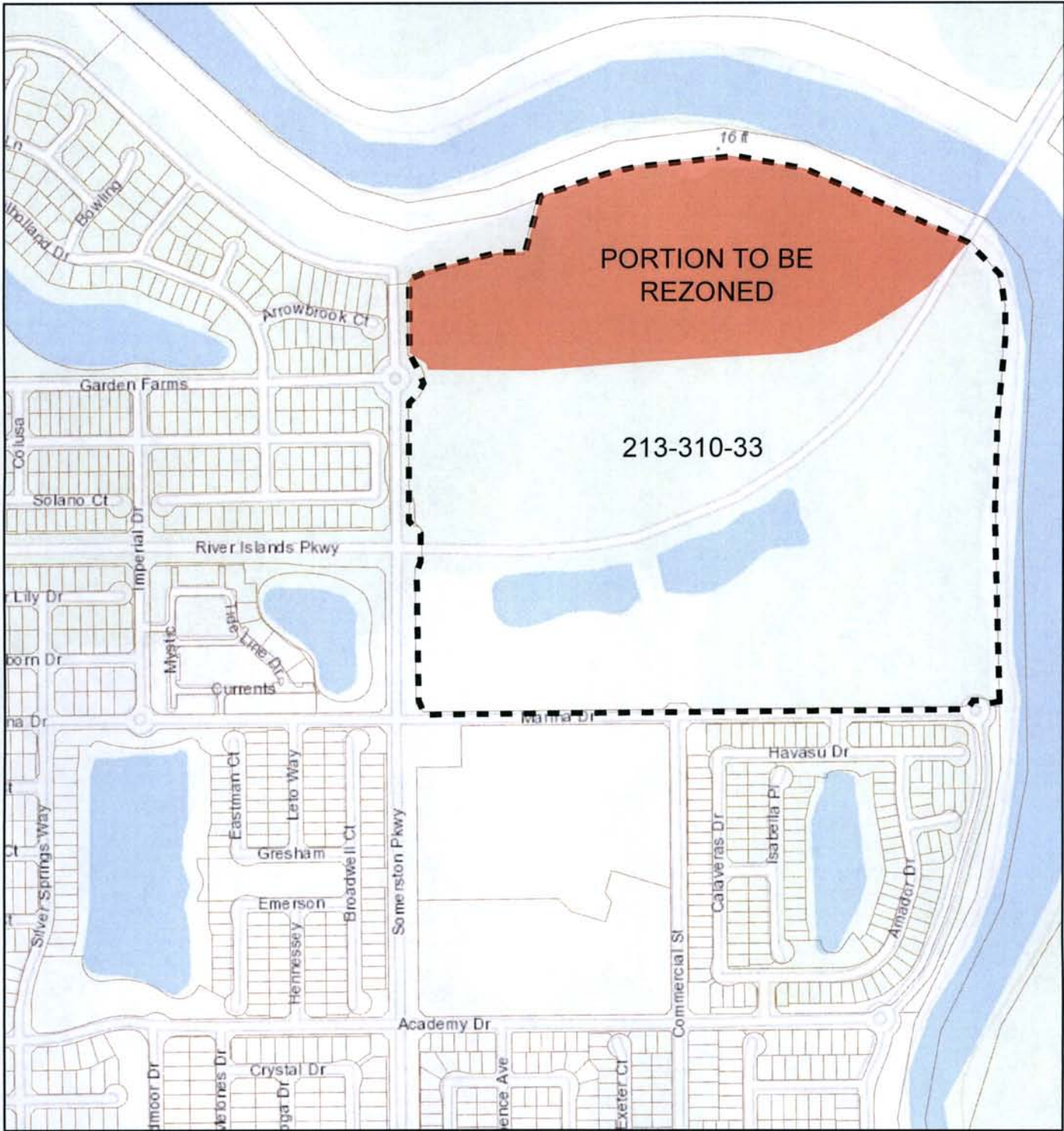
APPROVED AS TO FORM:



Teresa Vargas, City Clerk

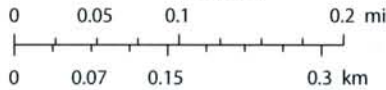
Salvador Navarrete, City Attorney

TOWN CENTER AREA



November 7, 2019

1:9,028



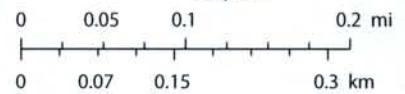
San Joaquin County GIS/Planning, San Joaquin County Public Works, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, San Joaquin County GIS

VILLAGE CC AREA



November 7, 2019

1:9,028



San Joaquin County GIS/Planning, San Joaquin County Public Works, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, San Joaquin County GIS

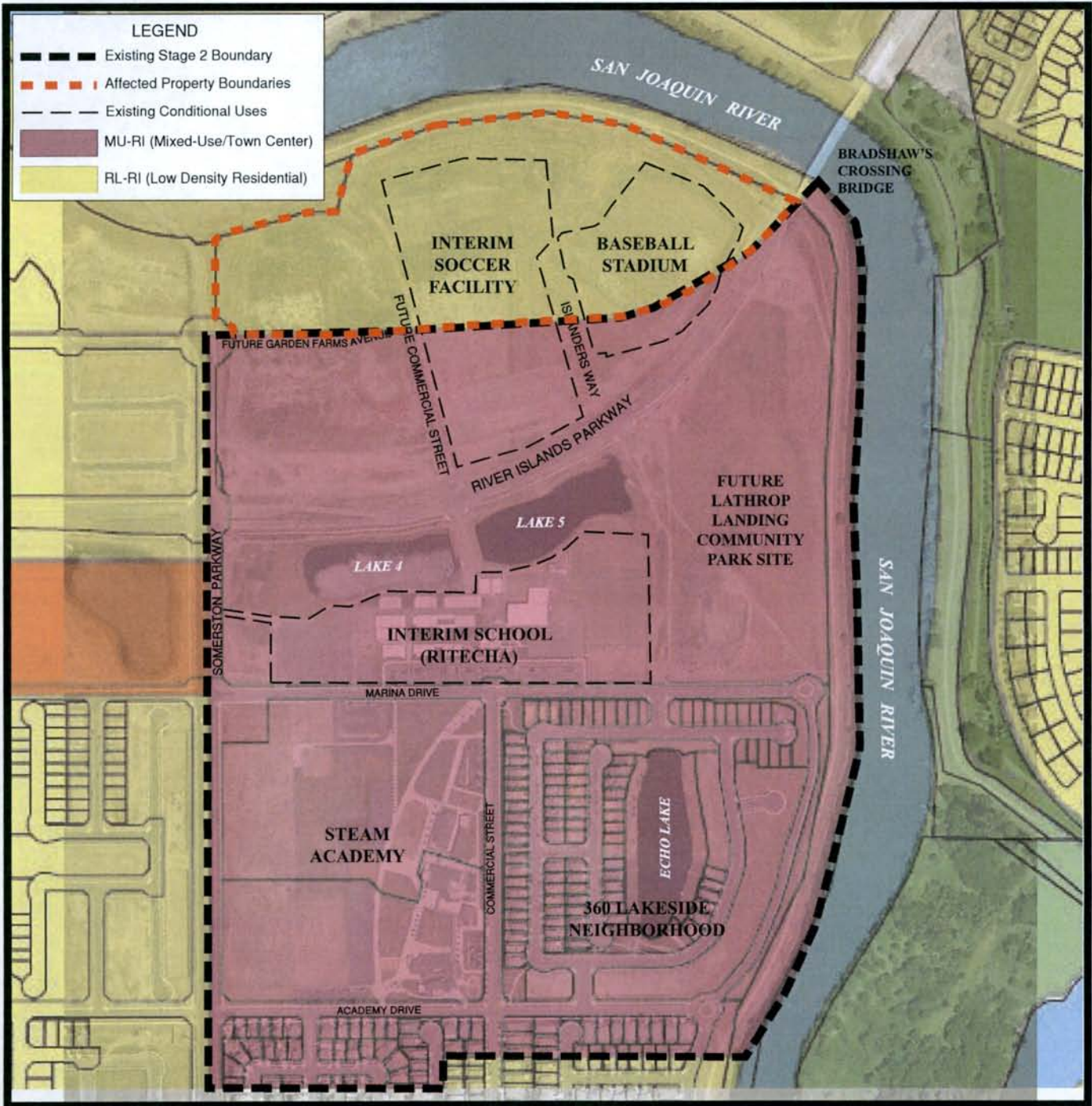
EXHIBIT "A" - AFFECTED PARCELS

TOWN CENTER PARCELS

APN	OWNER	TOTAL ACREAGE	AFFECTED ACREAGE
213-310-33	CALIFIA, LLC	119.92 (PORTION)	30 (APPROXIMATE)

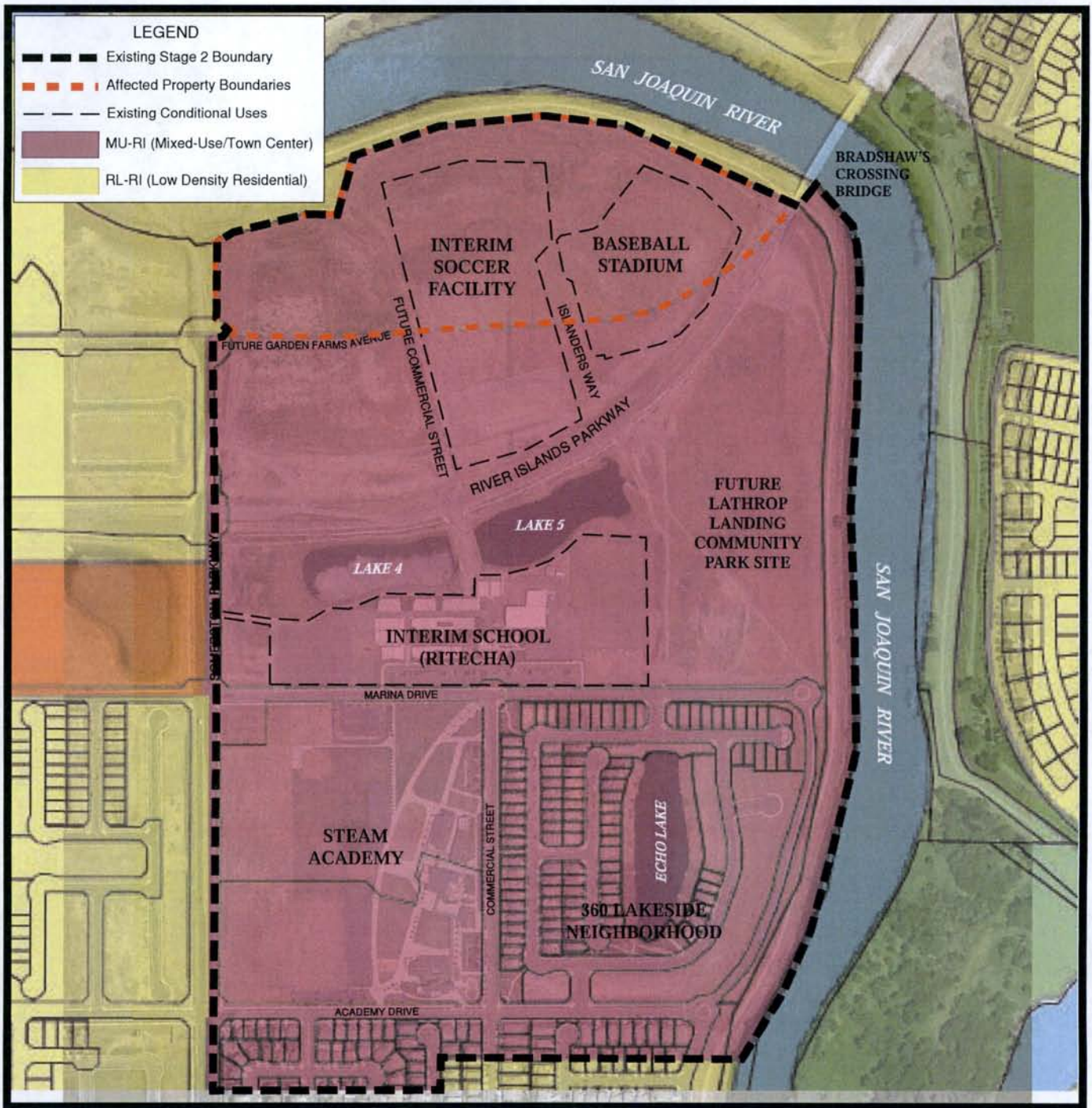
VILLAGE CC PARCELS

APN	OWNER	ACREAGE	AFFECTED ACREAGE
210-400-12	RIVER ISLANDS DEVELOPMENT, LLC	11.45	11.45
210-400-13	RIVER ISLANDS DEVELOPMENT, LLC	11.71	11.71



Existing Town Center Land Use/Zoning Area

	<p>River Islands Town Center District 2019 General Plan Amendment/Rezoning</p>	
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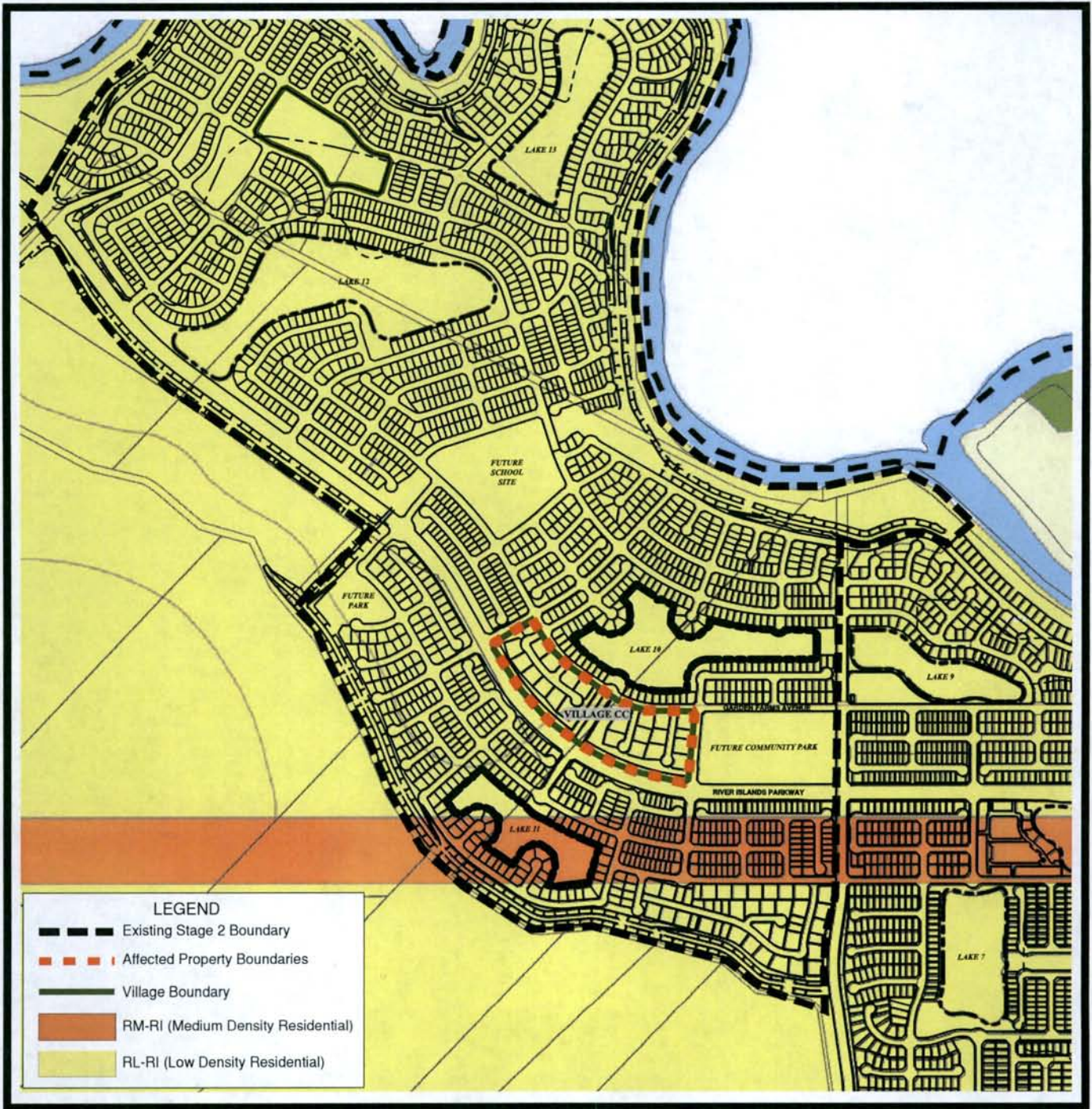


Proposed Town Center Land Use/Zoning Area



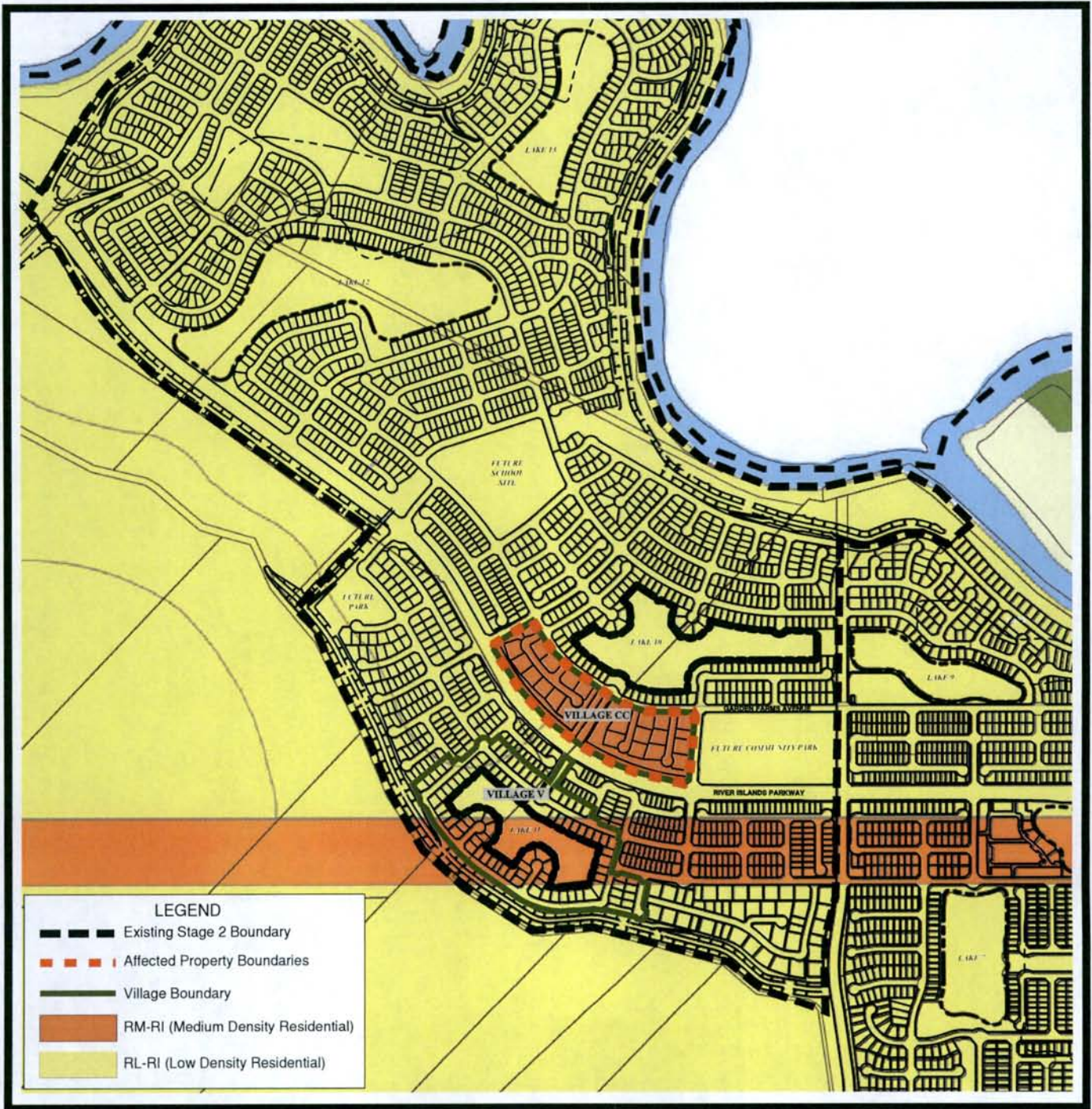
River Islands Town Center District 2019 General Plan Amendment/Rezoning







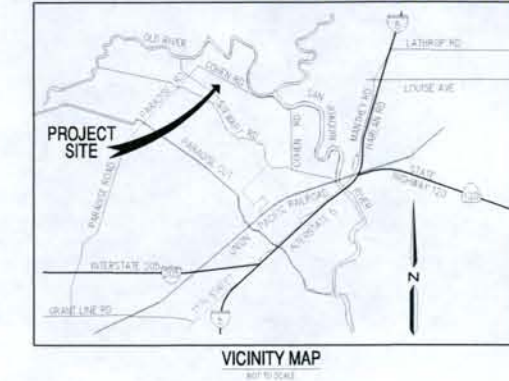
Existing Stage 2 Land Use/Zoning Area

	<p>River Islands Town Center District 2019 General Plan Amendment/Rezoning</p>	
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Proposed Stage 2 Land Use/Zoning Area

	<p>River Islands Town Center District 2019 General Plan Amendment/Rezoning</p>	
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STAGE 2B LOTTING SUMMARY

PROPOSED USE	MINIMUM LOT SIZE	LAKESIDE WEST DISTRICT				OLD RIVER ROAD DISTRICT				TOTAL				
		NO. OF DWELLING UNITS	ACRES (AC)	DENSITY (UNITS/AC)	NO. OF DWELLING UNITS	ACRES (AC)	DENSITY (UNITS/AC)	NO. OF DWELLING UNITS	ACRES (AC)	DENSITY (UNITS/AC)	NO. OF DWELLING UNITS	ACRES (AC)		
SINGLE FAMILY	45' X 100'	80	11.1	5.4	83	11.1	5.4	—	—	—	—	80	11.1	5.4
SINGLE FAMILY	47' X 100'	94	8.4	5.7	11	13.5	5.7	22	4.1	5.8	—	115	13.5	5.7
SINGLE FAMILY	50' X 80'	—	—	—	—	—	—	31	14	6.5	31	14	6.5	31
SINGLE FAMILY	52' X 100'	122	22.8	5.4	122	22.8	5.4	—	—	—	—	244	45.6	5.4
SINGLE FAMILY	55' X 100'	155	31.9	4.9	37	6.7	5.5	—	—	—	118	25.1	4.5	155
SINGLE FAMILY	55' X 100'	74	16.2	4.1	74	16.2	4.1	110	24.2	4.5	110	24.2	4.5	184
SINGLE FAMILY	58' X 95'	20	2.6	7.1	20	2.6	7.1	—	—	—	—	20	2.6	7.1
SINGLE FAMILY	58' X 100'	122	27.9	4.4	122	27.9	4.4	—	—	—	—	244	55.8	4.4
SINGLE FAMILY	58' X 95'	18	3.0	6.0	18	3.0	6.0	—	—	—	—	18	3.0	6.0
SINGLE FAMILY	60' X 100'	77	19.7	3.9	77	19.7	3.9	—	—	—	—	154	39.4	3.9
SINGLE FAMILY	70' X 100'	89	22.2	3.1	89	22.2	3.1	—	—	—	—	178	44.4	3.1
MULTI-FAMILY	COURTYARDS	58	8.5	6.8	—	—	—	—	—	—	—	58	8.5	6.8
MULTI-FAMILY	TOWN HOUSES	—	—	—	—	—	—	100	18.2	9.7	100	18.2	9.7	100
SUB-TOTAL		863	183.3	4.7	710	153.7	4.6	324	52.6	6.2	477	83.7	5.7	1187
POCKET PARK		—	—	—	—	15.9	—	—	—	—	—	—	—	15.9
NEIGHBORHOOD PARK		—	—	—	—	8.1	—	—	—	—	—	—	—	8.1
LAKE		—	—	—	—	78.1	—	—	—	—	—	—	—	78.1
COLLECTOR STREETS		—	—	—	—	25.1	—	—	—	—	—	—	—	25.1
SUB-TOTAL		—	—	—	—	79.1	—	—	—	—	—	—	—	79.1
TOTAL		—	—	—	—	942.1	—	—	—	—	—	—	—	942.1

- NOTES:
 1. AREA OUTSIDE OF PHASE 2 (TRACT 28A) BOUNDARY ARE NOT A PART OF THIS SET (IN A.P.D.'S)
 2. LOT CONFIGURATION AND LAND USES ARE PRELIMINARY AND SUBJECT TO CHANGE UNTIL FINAL APPROVAL BY THE CITY OF LATHROP
 3. TABLE DOES NOT INDICATE CHANGES TO VILLAGE (E) AND (M) THAT WILL HAVE SOME UNITS WITH NO LOT DEPTH

LEGEND

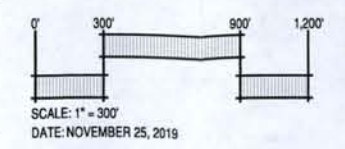
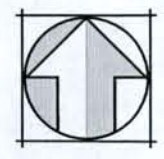
- EXISTING DISTRICT BOUNDARY
- PROPOSED DISTRICT BOUNDARY
- PHASE 1 (TRACT 28A) BOUNDARY
- STAGE 2B LIMIT LINE
- 45' X 100' LOTS
- 47' X 100' LOTS
- 50' X 80' LOTS
- 50' X 100' LOTS
- 52' X 100' LOTS
- 55' X 80' LOTS
- 55' X 100' LOTS
- 58' X 95' LOTS
- 58' X 100' LOTS
- 60' X 100' LOTS
- 70' X 100' LOTS
- COURTYARDS
- FUTURE LOTS

STAGE 2B PARKS SUMMARY

PARCEL	PARK NAME	AREA (AC)
OLD RIVER ROAD DISTRICT		
N8	NEIGHBORHOOD PARK F	4.8
P50	POCKET PARK 30	0.12
TOTAL = 4.9		
LAKESIDE WEST DISTRICT		
N2	LAKESIDE PARK	6.1
P42	POCKET PARK 1	0.16
P43	LAKESIDE PARK 1	1.76
P42	LAKESIDE PARK 2	2.1
P43	POCKET PARK 26	0.16
P44	POCKET PARK 27	0.29
P45	WATER RELATED PARK N	0.71
P46	WATER RELATED PARK M	0.48
P47	POCKET PARK 19	0.92
P48	POCKET PARK 31	0.70
P49	WATER RELATED PARK I	1.5
TOTAL = 16.98		

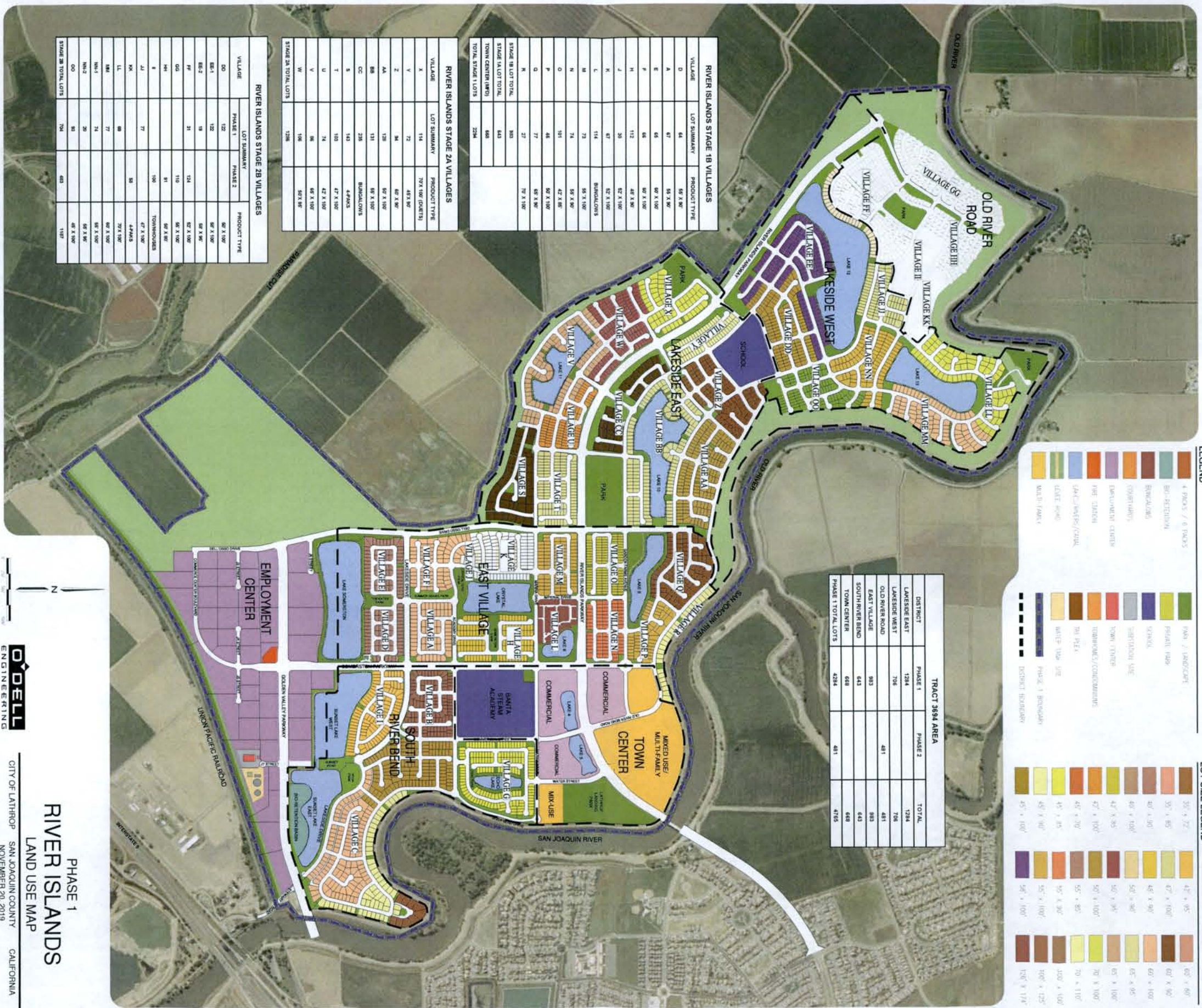
DRAFT

EXHIBIT "G"
PRELIMINARY
STAGE 2B DEVELOPMENT PLAN
LAKESIDE WEST & OLD RIVER ROAD DISTRICT
NEIGHBORHOOD STRUCTURE DIAGRAM
AND LOTTING PLAN
RIVER ISLANDS
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



O'DELL
ENGINEERING
 6200 Stoneridge Mall Road, Suite 330
 Pleasanton, CA 94588
 Ph: 925.223.8340 odellengineering.com

SHEET NO.
 1
 OF
 3



RIVER ISLANDS STAGE 1B VILLAGES

VILLAGE	LOT SUMMARY	PRODUCT TYPE
D	64	56' X 90'
A	67	56' X 90'
E	64	60' X 100'
F	66	60' X 100'
H	112	60' X 100'
J	20	62' X 100'
K	67	62' X 100'
L	114	60' X 100'
M	72	60' X 100'
N	74	55' X 90'
O	101	42' X 90'
P	46	60' X 100'
Q	77	60' X 100'
R	27	70' X 100'
STAGE 1B LOT TOTAL	880	
STAGE 1A LOT TOTAL	643	
TOWN CENTER (PH1)	668	
TOTAL STAGE 1B LOTS	2294	

RIVER ISLANDS STAGE 2A VILLAGES

VILLAGE	LOT SUMMARY	PRODUCT TYPE
X	114	70' X 100' (DB/RT)
Y	72	40' X 90'
Z	94	40' X 90'
AA	128	60' X 100'
BB	121	60' X 100'
CC	228	60' X 100'
S	143	40' X 90'
T	103	47' X 100'
U	74	42' X 100'
V	66	60' X 100'
VI	106	60' X 90'
STAGE 2A TOTAL LOTS	1296	

RIVER ISLANDS STAGE 2B VILLAGES

VILLAGE	LOT SUMMARY	PHASE 1	PHASE 2	PRODUCT TYPE
DD	122			60' X 100'
EE-1	122			60' X 100'
EE-2	18			60' X 100'
FF	31			60' X 100'
GG				60' X 100'
HH				60' X 100'
I				60' X 100'
JJ	77			40' X 90'
KK				40' X 90'
LL				70' X 100'
MM	77			60' X 100'
NN-1	74			60' X 100'
NN-2	20			60' X 100'
OO	93			60' X 100'
STAGE 2B TOTAL LOTS	724	483	1187	

TRACT 3694 AREA

DISTRICT	PHASE 1	PHASE 2	TOTAL
LAKESIDE EAST	1284		1284
LAKESIDE WEST	708		708
OLD RIVER ROAD		481	481
EAST VILLAGE		893	893
SOUTH RIVER BEND		643	643
TOWN CENTER		668	668
PHASE 1 TOTAL LOTS	2294		2294
PHASE 2 TOTAL LOTS		481	481
TOTAL			2775

PHASE 1
RIVER ISLANDS
LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
NOVEMBER 20, 2019

ODELL
ENGINEERING



February 13, 2020

Mr. Mark Meissner
City of Lathrop Community Development Department
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Proposed Amendment of Stage 2B Preliminary Development Plan (PDP)

Dear Mark:

After review of the proposed Stage 2B PDP as provided by River Islands Development and City staff, the Stewart Tract Design Review Committee has recommended approval as submitted.

If you have any questions regarding this letter, please feel free to contact me at (209) 879-7900 or at sdelloso@riverislands.com

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Dell'Osso".

Susan Dell'Osso
President

cc: Rick Caguiat, City of Lathrop Principal Planner
David Niskanen, Contract Planner

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 20-5**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL ADOPTION OF A GENERAL PLAN
AMENDMENT, ZONING MAP AMENDMENT AND AMENDMENT TO THE
PRELIMINARY DEVELOPMENT PLAN FOR STAGE 2B OF VTM TRACT 3694 FOR
THE RIVER ISLAND PHASE 1 PROJECT (GPA-19-131, REZ-19-132, AND PDP-19-133)**

WHEREAS, the Applicant, River Islands Development LLC (RID), has filed an application for an General Plan Amendment, Zoning Map Amendment, and revision to the Preliminary Development Plan for Stage 2B of VTM Tract 3694; and

WHEREAS, the subject parcels currently have a Residential Low (RL-RI) General Plan Land Use Designation and are located within the Residential Low (RL-RI) Zoning District; and

WHEREAS, the request is for a General Plan Land Use Map Amendment and Zoning Map Amendment to Residential Medium (RM-RI) and Mixed Use (MU-RI); and

WHEREAS, the subject parcels are located at 1175 Marina Drive (APN: 210-310-33) and Village CC of the Lakeside East District (APNs: 210-400-12 and -13); and

WHEREAS, the proposed General Plan Land Use Map Amendment, Zoning Map Amendment and revision to the Preliminary Development Plan for Stage 2B of VTM Tract 3694 is consistent with the requirements of the West Lathrop Specific Plan (WLSP) and River Islands Urban Design Concept (UDC); and

WHEREAS, the Preliminary Development Plan is a planning document that sets the neighborhood layout, open space program and circulation plan for districts within River Islands; and

WHEREAS, the proposed revision of the Preliminary Development Plan for VTM Tract 3694 is consistent with the objectives, policies, general land uses and programs specified in the West Lathrop Specific Plan and River Islands Urban Design Concept; and

WHEREAS, the above listed requests is considered a "Project" as defined by the California Environmental Quality Act (CEQA) and requires consideration of its potential environmental effects as required by CEQA; and

WHEREAS, the potential environmental effects of the River Islands project as a whole have been considered in detail in a Subsequent Environmental Impact Report (SEIR), which was first certified by the City of Lathrop in 2003 (SCH 1993112027) and has been updated periodically through the adoption of six (6) addendums, most recently in 2018; and

WHEREAS, the Mitigation Monitoring and Reporting Plan (MMRP) and Conditions of Approval for the River Islands Project and VTM 3694 remain in effect and does not require revisions to address mitigation requirements and/or conditions of approval associated with the project; and

WHEREAS, all elements of the project have been reviewed by the Stewart Tract Design Review Committee (STDRC) and recommended to the City for approval; and

WHEREAS, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Land Use Map Amendment and Zoning Map Amendment to the City Council by resolution; and

WHEREAS, notice of the Planning Commission public hearing for the project was duly published as required by law on February 8, 2020 in the Manteca Bulletin and mailed out to property owners located within a 300-foot radius from the project area on February 7, 2020; and

WHEREAS, proper notice of this public meeting was given in all respects as required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following findings:

Section 1. General Plan Amendment Findings. The proposed General Plan Land Use Map Amendment will implement the following policies contained in the General Plan in support of the proposed land use designations:

1. *“The extent and rate at which multi-family development is allowed to occur during a given year shall be governed by realistic demands in the housing market. Unsubstantiated local market potential for multi-family proposal may be grounds for project disapproval, even though multi-family use is called for by proposals depicted on the General Plan Diagram or as described in the General Plan.”* The proposed project would accommodate a residential density consistent with the RM-RI General Plan land use designation (six (6) to twenty (20) du/ac) and is accounted for in the Amended VTM Tract 3694 (2015 and Substantial Conformance 2016).
2. *“Policy 2.2: Residential development within Sub-Plan Area #3 shall provide a variety of housing types and a range of lot sizes throughout the Stewart Tract.”* The proposed General Plan Amendment would accommodate a proposed Medium Density in Village CC that would provide a variety of housing types and densities in the River Islands Phase 1 Project. The proposed General Plan Amendment to the Town Center Area would “complete” the Mixed Use designation for this area and remove the split zoning – allowing for this area to be developed as intended.
3. *“Policy 2.3: Housing diversity within Sub-Plan Area #3 shall be encouraged through a mix of housing types and sizes, attractive design, innovation in site planning and design, and housing opportunities for a variety of income levels.”* The proposed General Plan Amendment would allow for a mixture of housing types and mixed-use developments, both in Village CC and the Town Center area.

4. *“Policy 2.4: The City shall promote residential project design within Sub-Plan Area #3 which reflects and considers natural features, noise exposure of residents, visibility of structures, circulation, access, and the relationship of the project to surrounding uses. Residential densities and lot patterns will be determined by these and other factors.”* The proposed General Plan Amendment and Rezone of Village CC would allow for a higher density project to be developed. The Village CC area is proposed for medium density, attached single-family product; this product is the same that has been approved and constructed by Van Daele Homes in Village L of the East Village District (known as Castaway).
5. *“Policy 4.1: The City shall encourage development of a new town center within Sub-Plan Area #3 to provide a variety of goods and services to area residents.”* As stated above, the Town Center Plan was approved in 2018 and permits the development of residential and commercial mixed use developments. The proposed General Plan Amendment represents a “clean-up” action to remove the split General Plan land use designation of the property.
6. *“Program 1b: Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing...”* The proposed General Plan Land Use Map Amendment would modify the General Plan Land Use Designation of Village CC from Residential Low to Residential Medium, increasing the allowable residential density. This is consistent with Program 1b of the 2019-2023 Housing Element.

Section 2. Zoning Map Amendment Findings. Pursuant to the Lathrop Municipal Code, before any recommendation to approve a Zoning Map Amendment by the Planning Commission, or final approval by the City Council, the following findings must be made:

1. *That the proposed zoning amendment will be consistent with the applicable provisions of the General Plan.* The applicant has filed for both a General Plan Amendment and a Rezoning. If the General Plan Amendment is approved, the rezoning would establish consistency with the City General Plan.

Section 3. Preliminary Development Plan. This Resolution incorporates, and by this reference makes a part hereof, the proposed revised Preliminary Development Plan for Stage 2B of VTM Tract 3694, substantially in the form on file with the Community Development Department.

Section 4. CEQA. The Planning Commission finds that the environmental review for the proposed project has been adequately provided and addressed in a certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027), and the SEIR has been updated by six (6) addendums since then. The City finds that the project does not require further environmental review under the California Environmental Quality Act (CEQA), for the following reasons:

1. The City Council certified the Final Subsequent Environmental Impact Report for the River Islands Project in February 2003. The certified River Islands SEIR comprehensively addresses the potential environment effects of urban development of the entire RI Project, including the development of the Town Center District and Lakeside East District.

2. The proposed General Plan Land Use Map Amendment and Zoning Map Amendment are consistent with the scope of the Project analyzed in the River Island SEIR and represent a “clean-up” action to obtain consistency between the General Plan Land Use Map, Zoning Map and VTM Tract 3694.
3. Pursuant to CEQA Guidelines Section 15182, no EIR or negative declaration need to be prepared for a residential project that conforms to an adopted specific plan. The proposed project is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. More specifically, VTM 3694 and the Preliminary Development Plan for Phase 1 contemplate Medium Density uses, such as condominiums or attached single-family dwelling units, for Village CC in the Lakeside East District. The modification from Residential Low to Residential Medium is consistent with the West Lathrop Specific Plan and River Islands Urban Design Concept. In addition, the modification from Residential Low to Mixed Use for the remaining balance of 1175 Marina Drive (APN: 213-310-33) is consistent with the uses permitted in the Town Center Plan, adopted in 2018.
4. CEQA Guidelines Section 15162 provides that when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for the project unless the lead agency finds that there have been substantial changes in the project, the project circumstances or information available that would require major revision to the EIR. The proposed project does not trigger any of the specific conditions.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council adopt the General Plan Land Use Map Amendment, Zoning Map Amendment, and revision to the Preliminary Development Plan for Stage 2B of VTM Tract 3694, as illustrated and incorporated by reference Attachment 5, 6 and 7 of the Planning Commission Staff Report.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 19th day of February, 2020 by the following vote:

AYES: Gatto, Ralmilay, Ishihara

NOES: None

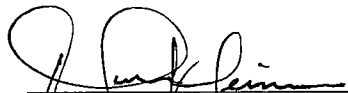
ABSTAIN: Rhodes

ABSENT: Dresser



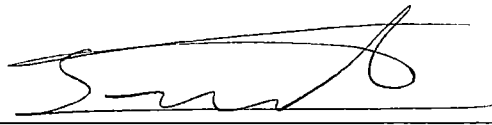
Bennie Gatto, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CITY OF LATHROP SEWER REIMBURSEMENT CAPITAL FACILITIES FEES STUDY AND THE FEES RECOMMENDED THEREIN**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt A Resolution Approving the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study and Establishing the Fees Recommended Therein**

SUMMARY:

Capital Facilities Fees (CFF) are necessary to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities. The City retained Goodwin Consulting Group (GCG) to assist in establishing impact fees for four specific areas within the City. These four areas are identified in reimbursement agreements between the City of Lathrop and developers who have constructed sewer facilities. The sewer facilities were constructed as a condition of development. Since the sewer facilities were oversized to benefit future development, benefitting properties within the areas that connect to City sewer will be required to pay a fee to the City for their fair share of the facilities cost and the City will use these revenues to reimburse the developers.

GCG prepared the Sewer Reimbursement Capital Facilities Fees Study (Fee Study), included as Attachment B, that identifies establishing new CFFs that would reimburse the developers for oversizing of sewer improvements. The sewer reimbursement fees presented in this Fee Study include the following:

- LIT Sewer Reimbursement CFF
- Pilot Sewer Reimbursement CFF
- DPIF Sewer Reimbursement CFF
- CFT NV Sewer Reimbursement CFF

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study and establishing the fees recommended therein.

BACKGROUND:

The City retained Goodwin Consulting Group (GCG) to assist in preparing impact fees for fee areas within the City. These fee areas are identified in four reimbursement agreements between the City of Lathrop and developers who have constructed sewer facilities. The sewer facilities were constructed as a condition of development. 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. Since the sewer facilities will benefit other local properties, the developers and the City entered into reimbursement agreements to reimburse the developers for oversizing the facilities. Future development that will benefit from the constructed sewer facilities will pay a fee to the City for their fair share of the facilities cost and the City will use these revenues to reimburse the developers. The four reimbursement agreements were entered into between the City of Lathrop and the following developers:

- LIT Industrial Limited Partnership ("LIT")
- Pilot Travel Centers LLC ("Pilot")
- DPIF CA 1 Lathrop, LLC (DPIF)
- CFT NV Developments, LLC ("CFT NV")

The fees presented in the Fee Study prepared by GCG include the following:

- LIT Sewer Reimbursement Capital Facilities Fee (CFF)
- Pilot Sewer Reimbursement CFF
- DPIF Sewer Reimbursement CFF
- CFT NV Sewer Reimbursement CFF

LIT Sewer Reimbursement CFF

On January 22, 2014, the Lathrop Planning Commission approved the Site Plan Review (SPR-14-4) which established the conditions for the construction of a warehouse distribution facility at 11800 S. Harlan Road. Pursuant to the Planning Commission approval of the Site Plan Review, the City and LIT Industrial Limited Partnership (LIT) entered into a Reimbursement Agreement for 6-inch Sewer Force Main Improvements on S. Harlan Road and Stonebridge Lane (LIT Agreement). Per the LIT Agreement, LIT would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

The sewer improvements included a 6-inch sewer line extension from 11800 S. Harlan Road to Stonebridge Lane. The sewer force main was designed to convey wastewater flows from five areas north of 11800 Harlan Road. LIT has constructed the facility and City Council has accepted the improvements. The location of the sewer force main project and the area subject to this CFF are shown in Appendix A of the Fee Study.

**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ESTABLISH SEWER REIMBURSEMENT CAPITAL FACILITIES FEES**

The total cost of the sewer line was \$761,586, including design, construction, and the cost for establishing the CFFs for the reimbursement fee program. The total cost was allocated to the benefitting properties based on the estimated future wastewater flow from each parcel. Based on the allocation methodology, LIT's fair-share of the total cost is \$96,557. Because LIT constructed the sewer facilities, LIT will receive fee credits in this total amount. The remaining \$665,029 is allocated to 52 identified parcels that will benefit from the sewer improvements. The resulting LIT Reimbursement CFFs, as shown in Table 1 below, will be used to reimburse LIT for oversizing the sewer improvements.

Table 1 - LIT Sewer Reimbursement CFF

APN	Address	Area (acre)	Reimbursement Fee
Area 1			
196-020-040	134 ROTH RD	1.01	\$3,116
196-020-050	11333 S HARLAN RD	0.42	\$1,296
196-020-060	11338 S HARLAN RD	1.66	\$5,121
196-020-070	11299 S HARLAN RD	0.42	\$1,296
196-020-080	11378 S HARLAN RD	1.72	\$5,306
196-020-090	11401 S HARLAN RD	0.59	\$1,828
196-020-100	11432 S HARLAN RD	3.87	\$11,939
196-020-110	11525 S HARLAN RD	0.41	\$1,265
196-020-120	11500 S HARLAN RD	3.66	\$11,292
196-020-130	11550 S HARLAN RD	3.97	\$12,248
196-020-140	11616 S HARLAN RD	3.43	\$10,582
196-020-150	11674 S HARLAN RD	0.42	\$1,296
196-020-160	11672 S HARLAN RD	3.88	\$11,970
196-020-180	11265 S HARLAN RD	0.64	\$1,986
196-020-200	116 ROTH RD	1.88	\$5,789
196-030-010	250 ROTH RD	9.52	\$22,028
196-030-020	342 ROTH RD	15.41	\$35,657
Area 2			
191-250-090	11401 S MANTHEY RD	6.84	\$21,102
191-250-100	11555 S MANTHEY RD	0.08	\$249
191-250-140	11293 S MANTHEY RD	11.4	\$35,171
Area 3			
193-330-170	11145 S HARLAN RD	1.18	\$3,640
193-330-280	10842 S HARLAN RD	28.24	\$87,124
193-330-390 ¹	10998 S HARLAN (Pilot) RD	8.76	\$27,026
193-330-400 ²	10998 S HARLAN (Beneto) RD	14.88	\$45,907
193-330-310	10980 S HARLAN RD	1.97	\$6,078
Area 4			
193-320-080	707 ROTH RD	8.85	\$20,478
193-320-120	755 ROTH RD	8.93	\$20,663
193-320-130	719 ROTH RD	1.62	\$3,748
193-320-260 ³	865 ROTH RD	7.37	\$17,053
193-320-170	889 ROTH RD	3.00	\$6,942
193-320-180	801 ROTH RD	9.74	\$22,537
193-320-190	11160 S MCKINLEY AV	0.54	\$1,249
193-320-200	11156 S MCKINLEY AV	2.74	\$6,340
193-320-210	437 ROTH RD	1.22	\$2,823
193-320-220	11200 S MCKINLEY AV	0.87	\$2,013
193-320-240	11288 S MCKINLEY AV	2.86	\$6,618
193-380-010	11285 S VALLEJO CT	4.00	\$9,255
193-380-020	11191 S VALLEJO CT	4.09	\$9,464
193-380-030	11180 S VALLEJO CT	4.09	\$9,464
193-380-040	11290 S VALLEJO CT	4.02	\$9,302
193-380-050	11150 S VALLEJO CT	1.95	\$4,512
Area 5			
193-330-110	11199 S MANTHEY RD	0.77	\$2,376
193-330-150	10623 S MANTHEY RD	0.52	\$1,604
193-330-160	11140 S MANTHEY RD	0.16	\$494
193-330-190	10749 S MANTHEY RD	9.22	\$28,445
193-330-210	11161 S MANTHEY RD	0.97	\$2,993
193-330-220	11100 S MANTHEY RD	0.50	\$1,543
193-330-340	10910 S MANTHEY RD	1.76	\$5,430
193-330-350	10950 S MANTHEY RD	2.49	\$7,682
193-330-360	0 BRIGGS/MANTHEY RD	27.60	\$85,150
193-330-370	124 W BRIGGS RD	1.07	\$3,301
193-330-380	58 W BRIGGS RD	1.05	\$3,239
Total Reimbursement Fees			\$665,029

(1) This parcel is identified in the UT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-390
 (2) This parcel is identified in the UT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400
 (3) This parcel is identified in the UT reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260

Pilot Sewer Reimbursement CFF

On June 6, 2016, the Lathrop Planning Commission 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. Pursuant to the Planning Commission approval of the Site Plan Review, the City and Pilot Travel Centers, LLC (Pilot) entered into a Reimbursement Agreement for a Gravity Main and Sanitary Sewer Pump Station (Pilot Agreement). Per the Pilot Agreement, Pilot would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

The sewer improvements included a sewer pump station and gravity sewer main in Harlan Road. The pump station and gravity sewer main were designed to convey wastewater flows from five areas north of 11800 Harlan Road. Pilot has constructed the sewer facilities and City Council has accepted the improvements. The location of the sewer project and the area subject to this CFF are shown in Appendix B of the Fee Study.

The total cost of the sewer facilities was \$2,197,285, including design, construction, and the cost for establishing the CFFs for the reimbursement fee program. The total cost was allocated to the benefitting properties based on the developable acreage and the estimated future wastewater flow from each parcel. Based on the allocation methodology, Pilot's fair-share of the total cost is \$89,295. Because Pilot constructed the sewer facilities, Pilot will receive fee credits in this total amount. The remaining \$2,107,990 is allocated to 51 identified parcels that will benefit from the sewer improvements. The resulting Pilot Reimbursement CFFs, as shown in Table 2 below, will be used to reimburse Pilot for oversizing the sewer improvements.

**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ESTABLISH SEWER REIMBURSEMENT CAPITAL FACILITIES FEES**

Table 2 - Pilot Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fee
Area 1			
196-020-040	134 ROTH	RD 1.01	\$10,295
196-020-050	11333 S HARLAN	RD 0.42	\$4,281
196-020-060	11338 S HARLAN	RD 1.66	\$16,921
196-020-070	11299 S HARLAN	RD 0.42	\$4,281
196-020-080	11378 S HARLAN	RD 1.72	\$17,533
196-020-090	11401 S HARLAN	RD 0.59	\$6,041
196-020-100	11432 S HARLAN	RD 3.87	\$39,449
196-020-110	11525 S HARLAN	RD 0.41	\$4,179
196-020-120	11500 S HARLAN	RD 3.66	\$37,308
196-020-130	11550 S HARLAN	RD 3.97	\$40,468
196-020-140	11616 S HARLAN	RD 3.43	\$34,964
196-020-150	11674 S HARLAN	RD 0.42	\$4,281
196-020-160	11672 S HARLAN	RD 3.88	\$39,551
196-020-180	11265 S HARLAN	RD 0.64	\$6,563
196-020-200	116 ROTH	RD 1.88	\$19,127
196-030-010	250 ROTH	RD 9.52	\$72,781
196-030-020	342 ROTH	RD 15.41	\$117,811
Area 2			
191-250-090	11401 S MANTHEY	RD 6.84	\$69,723
191-250-100	11555 S MANTHEY	RD 0.08	\$823
191-250-140	11293 S MANTHEY	RD 11.4	\$116,205
Area 3			
193-330-170	11145 S HARLAN	RD 1.18	\$12,028
193-330-280	10842 S HARLAN	RD 28.24	\$287,863
193-330-400 ⁽¹⁾	10998 S HARLAN (Beneto)	RD 14.88	\$151,678
193-330-310	10980 S HARLAN	RD 1.97	\$20,081
Area 4			
193-320-080	707 ROTH	RD 8.85	\$67,659
193-320-120	755 ROTH	RD 8.93	\$68,271
193-320-130	719 ROTH	RD 1.62	\$12,385
193-320-260 ⁽²⁾	865 ROTH	RD 7.37	\$56,344
193-320-170	889 ROTH	RD 3.00	\$22,935
193-320-180	801 ROTH	RD 9.74	\$74,463
193-320-190	11160 S MCKINLEY	AV 0.54	\$4,128
193-320-200	11156 S MCKINLEY	AV 2.74	\$20,948
193-320-210	437 ROTH	RD 1.22	\$9,327
193-320-220	11200 S MCKINLEY	AV 0.87	\$6,651
193-320-240	11288 S MCKINLEY	AV 2.86	\$21,865
193-380-010	11285 S VALLEJO	CT 4.00	\$30,580
193-380-020	11191 S VALLEJO	CT 4.09	\$31,268
193-380-030	11180 S VALLEJO	CT 4.09	\$31,268
193-380-040	11290 S VALLEJO	CT 4.02	\$30,733
193-380-050	11150 S VALLEJO	CT 1.95	\$14,908
Area 5			
193-330-110	11199 S MANTHEY	RD 0.77	\$7,849
193-330-150	10623 S MANTHEY	RD 0.52	\$5,301
193-330-160	11140 S MANTHEY	RD 0.16	\$1,631
193-330-190	10749 S MANTHEY	RD 9.22	\$93,984
193-330-210	11161 S MANTHEY	RD 0.97	\$9,888
193-330-220	11100 S MANTHEY	RD 0.50	\$5,097
193-330-340	10910 S MANTHEY	RD 1.76	\$17,940
193-330-350	10950 S MANTHEY	RD 2.49	\$25,382
193-330-360	0 BRIGGS/MANTHEY	RD 27.60	\$281,339
193-330-370	124 W BRIGGS	RD 1.07	\$10,907
193-330-380	58 W BRIGGS	RD 1.05	\$10,703
Total Fees			\$2,107,990

(1) This parcel is identified in the Pilot reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400.
(2) This parcel is identified in the Pilot reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260.

DPIF Sewer Reimbursement CFF

On May 11, 2016, the Lathrop Planning Commission approved the Site Plan Review (SPR-15-79) which established the conditions for the construction of a warehouse distribution facility at 2131 E. Louise Avenue. Pursuant to the Planning Commission approval of the Site Plan Review, the City and DPIF CA 1 Lathrop, LLC (DPIF) entered into a Reimbursement Agreement for a Gravity Sewer Main (DPIF Agreement). Per the DPIF Agreement, DPIF would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

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The sewer improvements included a gravity sewer main in East Louise Avenue and McKinley Avenue. The gravity sewer main was designed to convey wastewater flows from parcels that have frontage along the gravity sewer main. DPIF has constructed the sewer facilities and City Council has accepted the improvements. The location of the sewer project and the CFF area are shown in Appendix C of the Fee Study.

The total cost of the sewer facilities was \$1,525,373, which includes \$1,089,214 for the constructed gravity main, \$431,367 for a future sewer main and \$4,792 for establishing the CFFs for the reimbursement fee program. The total cost was allocated to the benefitting properties based on the developable acreage and the estimated future wastewater flow from each parcel. Based on the allocation methodology, DPIF's fair-share of the total cost for the existing and future sewer lines improvements is \$272,947. Because DPIF constructed the gravity sewer main, DPIF will receive fee credits in this total amount. Also, because DPIF funded a total of \$1,094,006 in sewer construction and CFF program costs, it is eligible to receive a reimbursement of \$821,059. The remaining \$1,252,427 is allocated to 23 identified parcels that will benefit from the sewer improvements. This total cost is separated into two fees, the DPIF Sewer Reimbursement CFF and the Sewer Main CFF, as shown in Table 3 below. The DPIF Reimbursement CFF will be used to reimburse DPIF \$821,059 for oversizing the sewer main and the DPIF Sewer Main CFF will fund construction of the future sewer main. Only the DPIF Sewer Main CFF will be subject to the City's annual inflation increases.

Table 3 - DPIF Sewer Reimbursement and Sewer Main CFFs

APN	Address	Reimbursement Fee	Sewer Main Fee	Total Fee
		A	B	C = A + B
198-080-320	16178 S McKinley AV	\$6,498	\$3,414	\$9,912
198-080-330	16188 S McKinley AV	\$609	\$320	\$929
198-100-010	16175 S McKinley AV	\$15,654	\$8,225	\$23,879
198-100-020	16263 S McKinley AV	\$36,921	\$19,397	\$56,318
198-100-030	16351 S McKinley AV	\$46,742	\$24,557	\$71,299
198-100-040	1631 E Louise AV	\$11,150	\$5,858	\$17,008
198-100-050	1629 E Louise AV	\$11,076	\$5,819	\$16,896
198-100-060	1683 E Louise AV	\$11,944	\$6,276	\$18,220
198-100-070	1695 E Louise AV	\$14,067	\$7,390	\$21,457
198-100-090	16490 E McKinley AV	\$1,108	\$582	\$1,690
198-100-100	1909 E Louise AV	\$25,475	\$13,384	\$38,860
198-100-110	16300 S McKinley AV	\$36,921	\$19,397	\$56,318
198-100-120	16200 S McKinley AV	\$43,493	\$22,850	\$66,343
198-100-130	16190 S McKinley AV	\$30,127	\$15,828	\$45,956
198-100-150	2075 E Louise AV	\$1,175	\$617	\$1,793
198-100-180	2445 E Louise AV	\$91,102	\$47,863	\$138,966
198-100-190	2001 E Louise AV	\$50,065	\$26,303	\$76,368
198-100-200	1919 E Louise AV	\$15,654	\$8,225	\$23,879
198-140-130	1700 E Louise AV	\$71,479	\$37,553	\$109,032
198-140-140	1644 E Louise AV	\$23,112	\$12,143	\$35,255
198-140-150	1608 E Louise AV	\$23,851	\$12,531	\$36,382
198-160-010	1850 E Louise AV	\$101,459	\$53,304	\$154,763
198-160-020	2050 E Louise AV	\$151,376	\$79,530	\$230,905
Total Fees		\$821,059	\$431,368	\$1,252,427

(1) Parcel 198-100-230 is owned by DPIF CA 1 Lathrop, LLC; this property would not be subject to the Sewer Fee or Future Sewer Main Fee and instead would receive a total of \$272,947 in fee credits and \$821,059 in fee reimbursements; calculated as follows: \$1,094,006 - \$195,759 - \$77,188 = \$821,059.

CFT NV Sewer Reimbursement CFF

On January 16, 2019, the Lathrop Planning Commission approved the Site Plan Review (SPR-18-92) which established the conditions for the construction of a CFT NV development at 15099 Old Harlan Road. Pursuant to the Planning Commission approval of the Site Plan Review, the City and CFT NV Developments, LLC ("CFT NV") entered into a Reimbursement Agreement for a Gravity Sewer Main in Old Harlan Road (CFT NV Agreement). Per the CFT NV Agreement, CFT NV would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

The sewer improvements included a gravity sewer extension in Old Harlan Road. The gravity sewer extension was designed to convey wastewater flows from parcels that have frontage along the gravity sewer extension. CFT NV has constructed the sewer facilities and City Council has accepted the improvements. The location of the sewer project and the area subject to this CFF are shown in Appendix D of the Fee Study.

The cost of the gravity sewer extension was \$265,052, including design, construction, and the cost for establishing the CFFs for the reimbursement fee program. The total cost was allocated to the benefitting properties based on the developable acreage and the estimated future wastewater flow from each parcel. Based on the allocation methodology, CFT NV's fair-share of the total cost is \$80,344. Because CFT NV constructed these facilities, CFT NV will receive fee credits in this total amount. The remaining \$184,708 is allocated to the five identified parcels that will benefit from the sewer improvements. The resulting CFT NV Reimbursement CFFs, as shown in Table 4 below, will be used to reimburse CFT NV for oversizing the sewer facility.

Table 4 – CFT NV Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fees
196-110-290	15099 Old Harlan RD	0.69	\$57,152
196-110-300	15099 Old Harlan RD	0.49	\$40,586
196-110-050	15151 Old Harlan RD	0.36	\$29,818
196-110-060	15215 Old Harlan RD	0.22	\$18,222
196-110-170	15235 Old Harlan RD	0.47	\$38,930
Total Reimbursement Fees			\$184,708

REASON FOR RECOMMENDATION:

The purpose of the Sewer Reimbursement CFFs is to provide funding to reimburse developers that have constructed oversized sewer facilities identified in the Fee Study. The Reimbursement Agreements, with the developers, require the City to prepare a CFF study and establish Sewer Reimbursement CFFs to ultimately collect appropriate fees from those who develop their property and connect to the sewer facilities.

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FISCAL IMPACT:


The Fee Study is being funded by the developers that constructed the oversized sewer facilities and have requested that the CFFs be established.

ATTACHMENTS:

- A. Resolution Approving the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study and Establishing the Fees Recommended Therein
- B. City of Lathrop Sewer Reimbursement Capital Facilities Fees Study by Goodwin Consulting Group, dated February 27, 2020

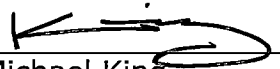
**CITY MANAGER'S REPORT
MARCH 9, 2020, CITY COUNCIL REGULAR MEETING
ESTABLISH SEWER REIMBURSEMENT CAPITAL FACILITIES FEES**

APPROVALS:



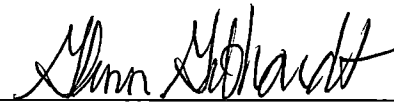
Jay Davidson
Principal Engineer

2-28-20
Date



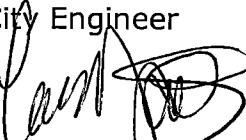
Michael King
Public Works Director

3-2-2020
Date




Glenn Gebhardt
City Engineer

2-28-2020
Date



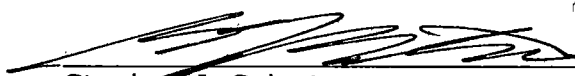
Cari James
Administrative & Finance Services Director

3/4/2020
Date



Salvador Navarrete
City Attorney

3-2-2020
Date



Stephen J. Salvatore
City Manager

3-4-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CITY OF LATHROP SEWER REIMBURSEMENT CAPITAL FACILITIES FEES STUDY AND ESTABLISHING THE FEES RECOMMENDED THEREIN

WHEREAS, the Capital Facilities Fees (CFF) are necessary to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities; and

WHEREAS, the City retained Goodwin Consulting Group (GCG) to assist in establishing impact fees for four specific areas within the City. These four areas are identified in reimbursement agreements between the City of Lathrop and developers who have constructed sewer facilities; and

WHEREAS, the sewer facilities were constructed as a condition of development; and

WHEREAS, the four reimbursement agreements were entered into between the City of Lathrop and the following developers:

- LIT Industrial Limited Partnership ("LIT")
- Pilot Travel Centers LLC ("Pilot")
- DPIF CA 1 Lathrop, LLC (DPIF)
- CFT NV Developments, LLC ("CFT NV"); and

WHEREAS, since the sewer facilities were oversized to benefit future development, benefitting properties within the areas that connect to City sewer will be required to pay a fee to the City for their fair share of the facilities cost and the City will use these revenues to reimburse the developers; and

WHEREAS, GCG prepared the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study (Fee Study) dated February 27, 2020, that identifies establishing new CFFs that would reimburse the developers for oversizing of sewer improvements; and

WHEREAS, the new sewer fees presented in the Fees Study include the following:

- LIT Sewer Reimbursement CFF
- Pilot Sewer Reimbursement CFF
- DPIF Sewer Reimbursement CFF
- CFT NV Sewer Reimbursement CFF

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 Sewer Reimbursement CFFs, based on Reimbursement Agreements with the Developers, that would reimburse the Developers that have constructed oversized sewer facilities identified in the Fee Study; and

WHEREAS, the Fee Study identifies establishing Sewer CFFs to fund the future design and construction of sewer facilities that has been identified by the City as necessary to serve new development; and

WHEREAS, the Fee Study is based upon the analysis, input and active participation of City staff, GCG, and various reports, studies and agreements 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 approve the City of Lathrop Sewer Reimbursement Capital Facilities Fees Study, dated February 27, 2020 attached as Attachment "B" to the City Council Staff Report of March 9, 2020 and incorporated herein by this reference and Council hereby establishes 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 Sewer Reimbursement CFFs is to provide funding to reimburse developers that have constructed oversized sewer facilities as well as to fund future construction of sewer facilities identified in this Nexus Study. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. The geographic areas in which the fees will be imposed are contained in this Capital Facilities Nexus Study, attached as Attachment "B" to the City Council Staff Report of March 9, 2020 and incorporated herein by this reference.
3. The estimated fair and proportionate share of the cost of the Developers contributions 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 need for the public facilities. New development will generate additional demand for the sewer infrastructure identified in this Nexus Study. The infrastructure improvements included in this Nexus Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Nexus Study.
5. 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 will reimburse the developers for the sewer facilities that they have constructed and oversized to serve their development as well as other local development. These facilities will serve future development and the proposed fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements.
6. There is a reasonable relationship between the amount of each CFF and the cost of the sewer facility, or portion thereof, is established in this Nexus Study through the proportionate allocation of costs based on the amount of developable acreage and the City's wastewater generation factors. As a result, each property is allocated its fair share of the cost based on its impact.

By assigning the demand for sewer facilities based on the developable acreage and wastewater generation factor for each parcel and quantifying that demand in the calculation of the CFFs, a reasonable relationship is established between the amount of the fees and the cost of the facilities attributable to properties in the benefitting areas.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



CITY OF LATHROP

**SEWER REIMBURSEMENT CAPITAL
FACILITIES FEES STUDY**

FINAL REPORT



February 27, 2020

SEWER REIMBURSEMENT CAPITAL FACILITIES FEES STUDY

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EXECUTIVE SUMMARY

PURPOSE OF THE FEE STUDY

The City retained Goodwin Consulting Group to assist in establishing impact fees for fee areas within the City. These fee areas are identified in four reimbursement agreements between the City of Lathrop and developers who have constructed sewer facilities. The sewer facilities were constructed as a condition of development. Since the sewer facilities will benefit other local properties, the developers and the City entered into the reimbursement agreements to reimburse the developers for oversizing the facilities. Future development that will benefit from the constructed sewer facilities will pay a fee to the City for their fair share of the facilities cost and the City will use these revenues to reimburse the developers. The four reimbursement agreements are entered into between the City of Lathrop and the following developers:

- LIT Industrial Limited Partnership (“LIT”)
- Pilot Travel Centers LLC (“Pilot”)
- DPIF CA 1 Lathrop, LLC (DPIF)
- CFT NV Developments, LLC (“CFT NV”)

The sewer reimbursement fees presented in this *Sewer Reimbursement Capital Facilities Fees Study* (the “Fee Study”) include the following:

- LIT Sewer Reimbursement Capital Facilities Fee (CFF)
- Pilot Sewer Reimbursement CFF
- DPIF Sewer Reimbursement CFF
- CFT NV Sewer Reimbursement CFF

FEE SCHEDULE

The tables on the following pages summarize the proposed Sewer Reimbursement CFFs pursuant to the four reimbursement agreements. Following each CFF table is a figure showing the location of the sewer pipeline project as well as the parcels included in the reimbursement fee program area. The City levies a 3.0% administration fee to the cumulative total of all its CFFs to pay for the administrative duties associated with the CFF program. This 3.0% administration fee would be added on top of the Sewer Reimbursement CFFs presented in Fee Study.

TABLE ES- 1 - LIT SEWER REIMBURSEMENT CFF

APN	Address	Area (acre)	Reimbursement Fee
Area 1			
196-020-040	134 ROTH RD	1.01	\$3,116
196-020-050	11333 S HARLAN RD	0.42	\$1,296
196-020-060	11338 S HARLAN RD	1.66	\$5,121
196-020-070	11299 S HARLAN RD	0.42	\$1,296
196-020-080	11378 S HARLAN RD	1.72	\$5,306
196-020-090	11401 S HARLAN RD	0.59	\$1,828
196-020-100	11432 S HARLAN RD	3.87	\$11,939
196-020-110	11525 S HARLAN RD	0.41	\$1,265
196-020-120	11500 S HARLAN RD	3.66	\$11,292
196-020-130	11550 S HARLAN RD	3.97	\$12,248
196-020-140	11616 S HARLAN RD	3.43	\$10,582
196-020-150	11674 S HARLAN RD	0.42	\$1,296
196-020-160	11672 S HARLAN RD	3.88	\$11,970
196-020-180	11265 S HARLAN RD	0.64	\$1,986
196-020-200	116 ROTH RD	1.88	\$5,789
196-030-010	250 ROTH RD	9.52	\$22,028
196-030-020	342 ROTH RD	15.41	\$35,657
Area 2			
191-250-090	11401 S MANTHEY RD	6.84	\$21,102
191-250-100	11555 S MANTHEY RD	0.08	\$249
191-250-140	11293 S MANTHEY RD	11.4	\$35,171
Area 3			
193-330-170	11145 S HARLAN RD	1.18	\$3,640
193-330-280	10842 S HARLAN RD	28.24	\$87,124
193-330-390 ¹	10998 S HARLAN (Pilot) RD	8.76	\$27,026
193-330-400 ²	10998 S HARLAN (Beneto) RD	14.88	\$45,907
193-330-310	10980 S HARLAN RD	1.97	\$6,078
Area 4			
193-320-080	707 ROTH RD	8.85	\$20,478
193-320-120	755 ROTH RD	8.93	\$20,663
193-320-130	719 ROTH RD	1.62	\$3,748
193-320-260 ³	865 ROTH RD	7.37	\$17,053
193-320-170	889 ROTH RD	3.00	\$6,942
193-320-180	801 ROTH RD	9.74	\$22,537
193-320-190	11160 S MCKINLEY AV	0.54	\$1,249
193-320-200	11156 S MCKINLEY AV	2.74	\$6,340
193-320-210	437 ROTH RD	1.22	\$2,823
193-320-220	11200 S MCKINLEY AV	0.87	\$2,013
193-320-240	11288 S MCKINLEY AV	2.86	\$6,618
193-380-010	11285 S VALLEJO CT	4.00	\$9,255
193-380-020	11191 S VALLEJO CT	4.09	\$9,464
193-380-030	11180 S VALLEJO CT	4.09	\$9,464
193-380-040	11290 S VALLEJO CT	4.02	\$9,302
193-380-050	11150 S VALLEJO CT	1.95	\$4,512
Area 5			
193-330-110	11199 S MANTHEY RD	0.77	\$2,376
193-330-150	10623 S MANTHEY RD	0.52	\$1,604
193-330-160	11140 S MANTHEY RD	0.16	\$494
193-330-190	10749 S MANTHEY RD	9.22	\$28,445
193-330-210	11161 S MANTHEY RD	0.97	\$2,993
193-330-220	11100 S MANTHEY RD	0.50	\$1,543
193-330-340	10910 S MANTHEY RD	1.76	\$5,430
193-330-350	10950 S MANTHEY RD	2.49	\$7,682
193-330-360	0 BRIGGS/MANTHEY RD	27.60	\$85,150
193-330-370	124 W BRIGGS RD	1.07	\$3,301
193-330-380	58 W BRIGGS RD	1.05	\$3,239
Total Reimbursement Fees			\$665,029

(1) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-390

(2) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400

(3) This parcel is identified in the LIT reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260

Figure 1 - LIT Sewer Project Location and Fee Area

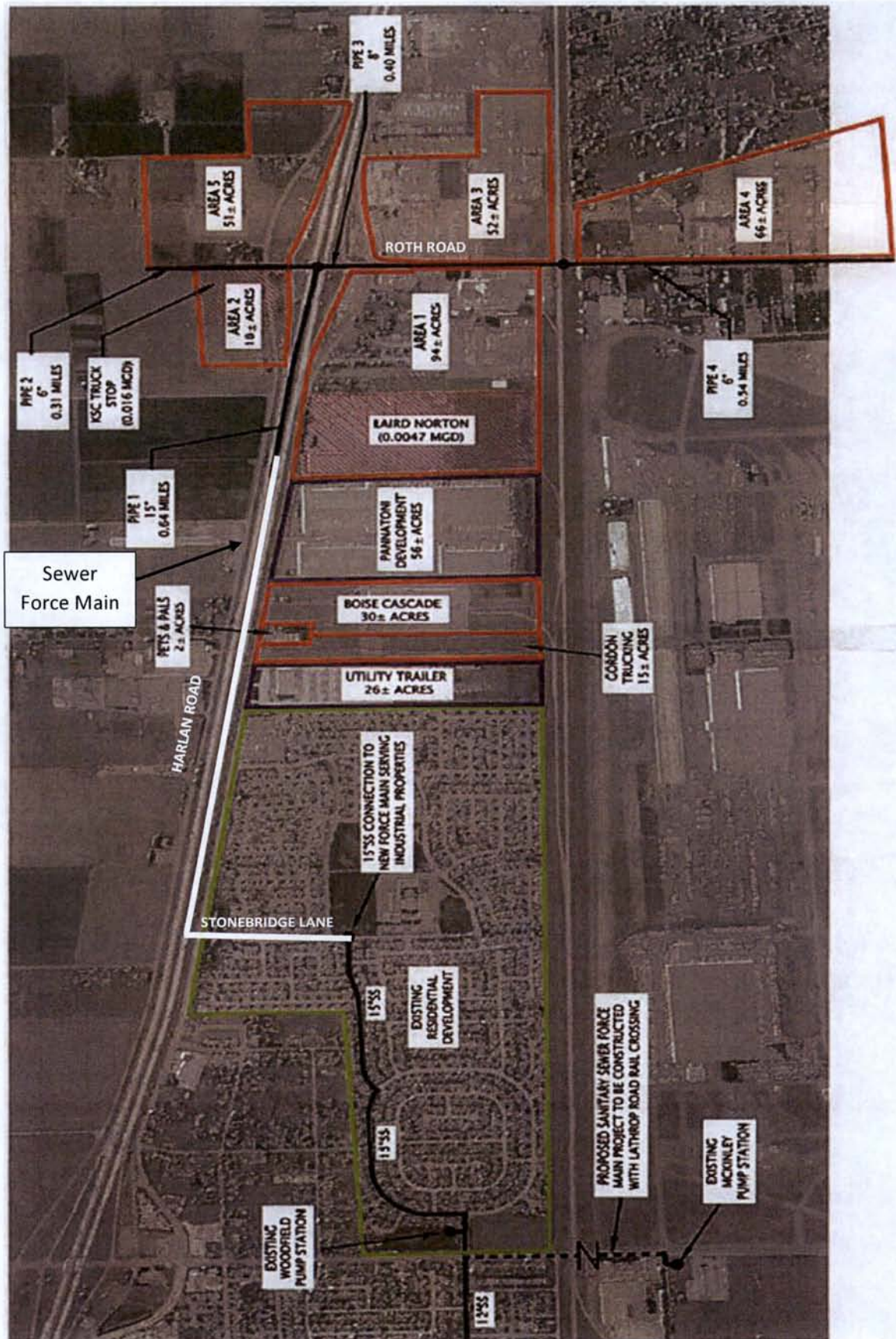


Table ES-2 - Pilot Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fee
Area 1			
196-020-040	134 ROTH RD	1.01	\$10,295
196-020-050	11333 S HARLAN RD	0.42	\$4,281
196-020-060	11338 S HARLAN RD	1.66	\$16,921
196-020-070	11299 S HARLAN RD	0.42	\$4,281
196-020-080	11378 S HARLAN RD	1.72	\$17,533
196-020-090	11401 S HARLAN RD	0.59	\$6,041
196-020-100	11432 S HARLAN RD	3.87	\$39,449
196-020-110	11525 S HARLAN RD	0.41	\$4,179
196-020-120	11500 S HARLAN RD	3.66	\$37,308
196-020-130	11550 S HARLAN RD	3.97	\$40,468
196-020-140	11616 S HARLAN RD	3.43	\$34,964
196-020-150	11674 S HARLAN RD	0.42	\$4,281
196-020-160	11672 S HARLAN RD	3.88	\$39,551
196-020-180	11265 S HARLAN RD	0.64	\$6,563
196-020-200	116 ROTH RD	1.88	\$19,127
196-030-010	250 ROTH RD	9.52	\$72,781
196-030-020	342 ROTH RD	15.41	\$117,811
Area 2			
191-250-090	11401 S MANTHEY RD	6.84	\$69,723
191-250-100	11555 S MANTHEY RD	0.08	\$823
191-250-140	11293 S MANTHEY RD	11.4	\$116,205
Area 3			
193-330-170	11145 S HARLAN RD	1.18	\$12,028
193-330-280	10842 S HARLAN RD	28.24	\$287,863
193-330-400 ¹	10998 S HARLAN (Beneto) RD	14.88	\$151,678
193-330-310	10980 S HARLAN RD	1.97	\$20,081
Area 4			
193-320-080	707 ROTH RD	8.85	\$67,659
193-320-120	755 ROTH RD	8.93	\$68,271
193-320-130	719 ROTH RD	1.62	\$12,385
193-320-260 ²	865 ROTH RD	7.37	\$56,344
193-320-170	889 ROTH RD	3.00	\$22,935
193-320-180	801 ROTH RD	9.74	\$74,463
193-320-190	11160 S MCKINLEY AV	0.54	\$4,128
193-320-200	11156 S MCKINLEY AV	2.74	\$20,948
193-320-210	437 ROTH RD	1.22	\$9,327
193-320-220	11200 S MCKINLEY AV	0.87	\$6,651
193-320-240	11288 S MCKINLEY AV	2.86	\$21,865
193-380-010	11285 S VALLEJO CT	4.00	\$30,580
193-380-020	11191 S VALLEJO CT	4.09	\$31,268
193-380-030	11180 S VALLEJO CT	4.09	\$31,268
193-380-040	11290 S VALLEJO CT	4.02	\$30,733
193-380-050	11150 S VALLEJO CT	1.95	\$14,908
Area 5			
193-330-110	11199 S MANTHEY RD	0.77	\$7,849
193-330-150	10623 S MANTHEY RD	0.52	\$5,301
193-330-160	11140 S MANTHEY RD	0.16	\$1,631
193-330-190	10749 S MANTHEY RD	9.22	\$93,984
193-330-210	11161 S MANTHEY RD	0.97	\$9,888
193-330-220	11100 S MANTHEY RD	0.50	\$5,097
193-330-340	10910 S MANTHEY RD	1.76	\$17,940
193-330-350	10950 S MANTHEY RD	2.49	\$25,382
193-330-360	0 BRIGGS/MANTHEY RD	27.60	\$281,339
193-330-370	124 W BRIGGS RD	1.07	\$10,907
193-330-380	58 W BRIGGS RD	1.05	\$10,703
Total Fees			\$2,107,990

(1) This parcel is identified in the Pilot reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400.
(2) This parcel is identified in the Pilot reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260.

Figure 2 - Pilot Sewer Project Location and Fee Area

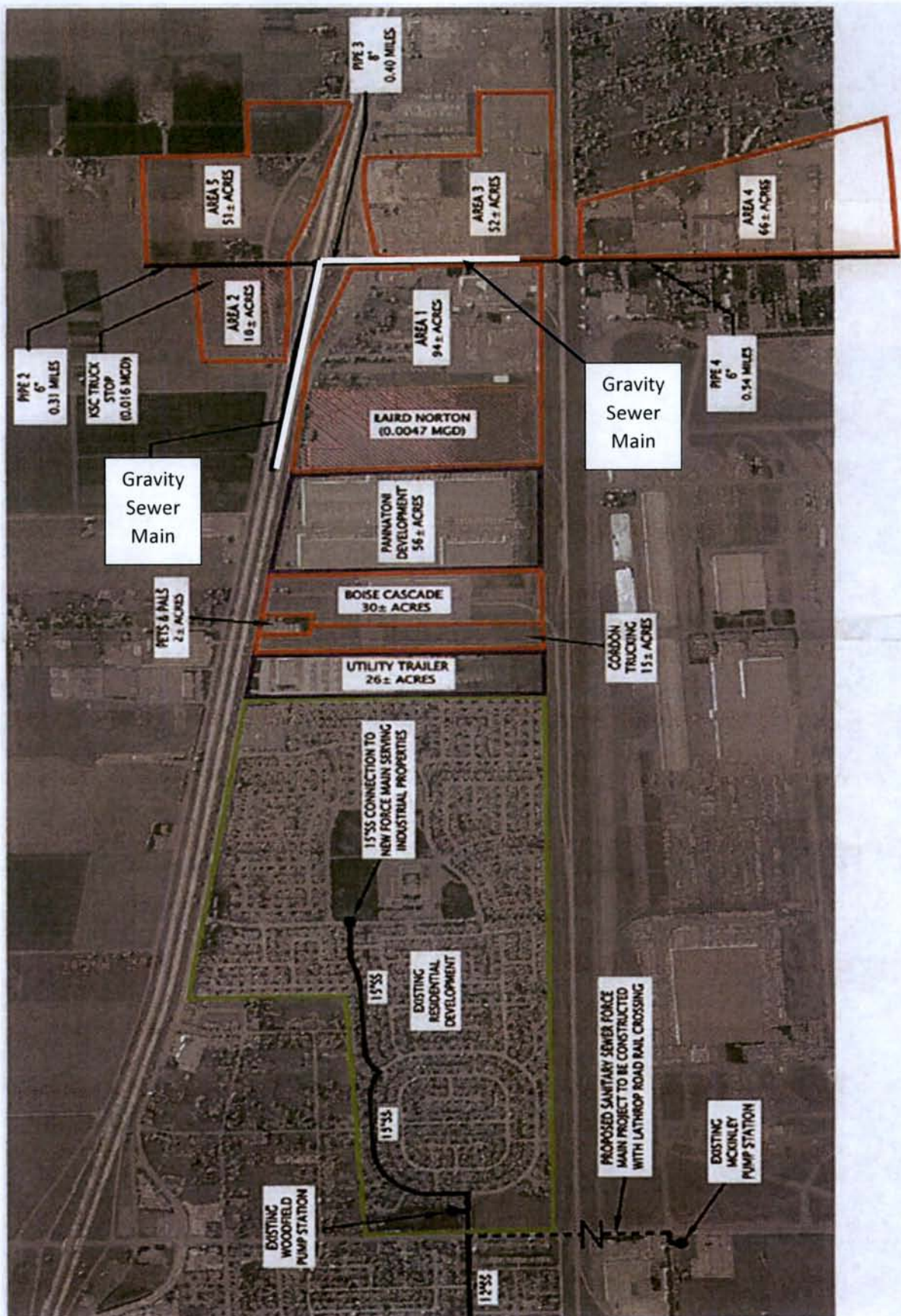


Table ES-3 - DPIF Sewer Reimbursement and Sewer Main CFFs

APN	Address			Reimbursement Fee	Sewer Main Fee	Total Fee
				A	B	C = A + B
198-080-320	16178	S	McKinley AV	\$6,498	\$3,414	\$9,912
198-080-330	16188	S	McKinley AV	\$609	\$320	\$929
198-100-010	16175	S	McKinley AV	\$15,654	\$8,225	\$23,879
198-100-020	16263	S	McKinley AV	\$36,921	\$19,397	\$56,318
198-100-030	16351	S	McKinley AV	\$46,742	\$24,557	\$71,299
198-100-040	1631	E	Louise AV	\$11,150	\$5,858	\$17,008
198-100-050	1629	E	Louise AV	\$11,076	\$5,819	\$16,896
198-100-060	1683	E	Louise AV	\$11,944	\$6,276	\$18,220
198-100-070	1695	E	Louise AV	\$14,067	\$7,390	\$21,457
198-100-090	16490	E	McKinley AV	\$1,108	\$582	\$1,690
198-100-100	1909	E	Louise AV	\$25,475	\$13,384	\$38,860
198-100-110	16300	S	McKinley AV	\$36,921	\$19,397	\$56,318
198-100-120	16200	S	McKinley AV	\$43,493	\$22,850	\$66,343
198-100-130	16190	S	McKinley AV	\$30,127	\$15,828	\$45,956
198-100-150	2075	E	Louise AV	\$1,175	\$617	\$1,793
198-100-180	2445	E	Louise AV	\$91,102	\$47,863	\$138,966
198-100-190	2001	E	Louise AV	\$50,065	\$26,303	\$76,368
198-100-200	1919	E	Louise AV	\$15,654	\$8,225	\$23,879
198-140-130	1700	E	Louise AV	\$71,479	\$37,553	\$109,032
198-140-140	1644	E	Louise AV	\$23,112	\$12,143	\$35,255
198-140-150	1608	E	Louise AV	\$23,851	\$12,531	\$36,382
198-160-010	1850	E	Louise AV	\$101,459	\$53,304	\$154,763
198-160-020	2050	E	Louise AV	\$151,376	\$79,530	\$230,905
Total Fees				\$821,059	\$431,368	\$1,252,427

(1) Parcel 198-100-230 is owned by DPIF CA 1 Lathrop, LLC; this property would not be subject to the Sewer Fee or Future Sewer Main Fee and instead would receive a total of \$272,947 in fee credits and \$821,059 in fee reimbursements; calculated as follows: \$1,094,006 - \$195,759 - \$77,188 = \$821,059.

Figure 3- DPIF Project Location and Fee Area



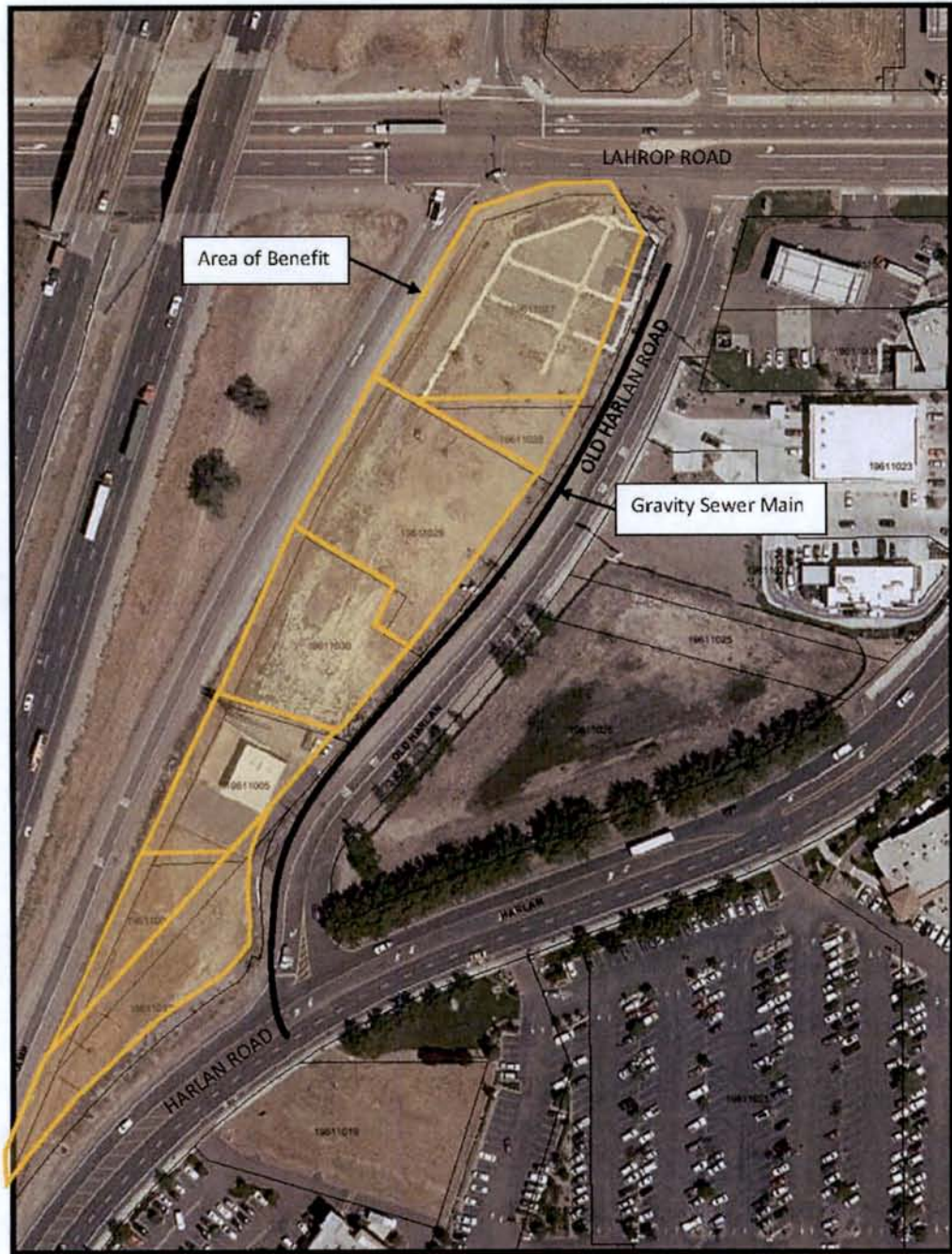
Table ES-4 – CFT NV Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fees
196-110-290	15099 Old Harlan RD	0.69	\$57,152
196-110-300	15099 Old Harlan RD	0.49	\$40,586
196-110-050	15151 Old Harlan RD	0.36	\$29,818
196-110-060	15215 Old Harlan RD	0.22	\$18,222
196-110-170	15235 Old Harlan RD	0.47	\$38,930
Total Reimbursement Fees			\$184,708

FEE ADJUSTMENTS

The Sewer Reimbursement CFFs in this Fee Study will not be adjusted in future years since the City’s policy is to not inflate this type of fee. However, the DPIF Sewer Main Fee will be inflated annually since this fee will fund construction of a future sewer main. The DPIF Sewer Main Fee will be adjusted annually by the change in the Engineering News Record 20-City Construction Cost Index over the prior calendar year.

Figure 4- CFT NV Sewer Project and Fee Area



1. INTRODUCTION

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 2019, the California Department of Finance estimates the City's population is 24,936.

FEES INCLUDED IN THIS FEE STUDY

The City retained Goodwin Consulting Group to assist in establishing impact fees for four specific areas within the City. These four areas are identified in reimbursement agreements between the City of Lathrop and developers who have constructed sewer facilities. The sewer facilities were constructed as a condition of development. Since the sewer facilities will benefit other local properties, the developers and the City entered into the reimbursement agreements to reimburse the developers for oversizing the facilities. Future development that will benefit from the constructed sewer facilities will pay a fee to the City for their fair share of the facilities cost and the City will use these revenues to reimburse the developers.

The reimbursement fees presented in this *Sewer Reimbursement Capital Facilities Fees Study* (the "Fee Study") include the following:

- LIT Sewer Reimbursement CFF
- Pilot Sewer Reimbursement CFF
- DPIF Sewer Reimbursement CFF
- CFT NV Sewer Reimbursement CFF

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 Sewer Reimbursement CFFs in this Fee Study were established in accordance with The Mitigation Fee Act. The assumptions, methodologies, costs, and cost allocation factors used herein 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 an explanation of the fee methodology used to calculate the fees in this Fee Study
Chapters 3-6	Provide details of the properties in the fee area, sewer facilities, costs, and fee calculations for each of the four Sewer Reimbursement CFFs
Chapter 7	Discusses the nexus findings for the Sewer Reimbursement CFFs
Chapter 8	Addresses implementation of the fee program, future fee adjustments, if applicable, and administrative duties required by the Mitigation Fee Act

2. *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. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate the Sewer Reimbursement CFFS include the following:

- Step 1* The sewer facilities required for each area, based on estimated future wastewater generation for each of the four fee areas, were identified in the reimbursement agreements

- Step 2* The estimated or actual cost of the sewer facilities required for each plan area were determined and provided in the reimbursement agreements

- Step 3* City engineers identified the properties in each fee area that will benefit from the sewer facilities

Step 4 The facilities cost for each area was allocated proportionately to all properties that will benefit from the improvements in the fee area based on the size of the parcel multiplied by the estimated wastewater generation factor for each type of development, as determined by the parcel's zoning.

The allocated cost for each parcel becomes the Sewer Reimbursement CFF for each parcel. Developers that construct the sewer facilities will receive fee credits equal to the amount of the facilities cost allocated to their parcel. The difference between the total facilities cost paid by the developer and the fee credits received will be the reimbursement owed to the developer.

3. LIT SEWER REIMBURSEMENT CFF

On January 22, 2014, the Lathrop Planning Commission approved the Site Plan Review (SPR-14-4) which established the conditions for the construction of a warehouse distribution facility at 11800 S. Harlan Road.

Pursuant to the Planning Commission approval of the Site Plan Review, the City and LIT Industrial Limited Partnership (“LIT”) entered into the Reimbursement Agreement For 6” Sewer Force Main Improvements on S. Harlan Road and Stonebridge Lane (the “LIT Agreement”). Pursuant to the LIT Agreement, LIT would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

SEWER FACILITIES AND COSTS

The sewer improvements described in the LIT Agreement consist of construction of a 6 inch municipal sewer line extension from 11800 S. Harlan Road to Stonebridge Lane. The force main was designed to convey wastewater flows from five areas north of 11800 Harlan Road. LIT has constructed this facility and the Lathrop City Council has accepted these improvements. The location of the sewer line project and the area subject to this CFF are shown in Appendix A.

The cost of the sewer line is \$756,508, including design costs. Another \$5,078 is added to the total cost for establishing the capital facilities fees for the reimbursement fee program.

COST ALLOCATION METHODOLOGY

The cost allocation methodology is presented in Table A-1 in Appendix A and consists of allocating the total cost, \$761,586, to the benefitting properties based on the estimated future wastewater flow from each parcel. Future wastewater flows were estimated using the City’s wastewater generation rates.

Table A-1 shows that based on the allocation methodology, LIT’s fair-share of the total cost is \$96,557. Because LIT constructed these facilities, LIT will receive fee credits in this total amount.

The remaining \$665,029 is allocated to 52 identified parcels that will benefit from the sewer improvements. The resulting LIT Reimbursement CFFs, as shown in Table 1 on the following page, will be used to reimburse LIT for oversizing the sewer improvements.

Table 1 - LIT Sewer Reimbursement CFF

APN	Address	Area (acre)	Reimbursement Fee
Area 1			
196-020-040	134 ROTH RD	1.01	\$3,116
196-020-050	11333 S HARLAN RD	0.42	\$1,296
196-020-060	11338 S HARLAN RD	1.66	\$5,121
196-020-070	11299 S HARLAN RD	0.42	\$1,296
196-020-080	11378 S HARLAN RD	1.72	\$5,306
196-020-090	11401 S HARLAN RD	0.59	\$1,828
196-020-100	11432 S HARLAN RD	3.87	\$11,939
196-020-110	11525 S HARLAN RD	0.41	\$1,265
196-020-120	11500 S HARLAN RD	3.66	\$11,292
196-020-130	11550 S HARLAN RD	3.97	\$12,248
196-020-140	11616 S HARLAN RD	3.43	\$10,582
196-020-150	11674 S HARLAN RD	0.42	\$1,296
196-020-160	11672 S HARLAN RD	3.88	\$11,970
196-020-180	11265 S HARLAN RD	0.64	\$1,986
196-020-200	116 ROTH RD	1.88	\$5,789
196-030-010	250 ROTH RD	9.52	\$22,028
196-030-020	342 ROTH RD	15.41	\$35,657
Area 2			
191-250-090	11401 S MANTHEY RD	6.84	\$21,102
191-250-100	11555 S MANTHEY RD	0.08	\$249
191-250-140	11293 S MANTHEY RD	11.4	\$35,171
Area 3			
193-330-170	11145 S HARLAN RD	1.18	\$3,640
193-330-280	10842 S HARLAN RD	28.24	\$87,124
193-330-390 ¹	10998 S HARLAN (Pilot) RD	8.76	\$27,026
193-330-400 ²	10998 S HARLAN (Beneto) RD	14.88	\$45,907
193-330-310	10980 S HARLAN RD	1.97	\$6,078
Area 4			
193-320-080	707 ROTH RD	8.85	\$20,478
193-320-120	755 ROTH RD	8.93	\$20,663
193-320-130	719 ROTH RD	1.62	\$3,748
193-320-260 ³	865 ROTH RD	7.37	\$17,053
193-320-170	889 ROTH RD	3.00	\$6,942
193-320-180	801 ROTH RD	9.74	\$22,537
193-320-190	11160 S MCKINLEY AV	0.54	\$1,249
193-320-200	11156 S MCKINLEY AV	2.74	\$6,340
193-320-210	437 ROTH RD	1.22	\$2,823
193-320-220	11200 S MCKINLEY AV	0.87	\$2,013
193-320-240	11288 S MCKINLEY AV	2.86	\$6,618
193-380-010	11285 S VALLEJO CT	4.00	\$9,255
193-380-020	11191 S VALLEJO CT	4.09	\$9,464
193-380-030	11180 S VALLEJO CT	4.09	\$9,464
193-380-040	11290 S VALLEJO CT	4.02	\$9,302
193-380-050	11150 S VALLEJO CT	1.95	\$4,512
Area 5			
193-330-110	11199 S MANTHEY RD	0.77	\$2,376
193-330-150	10623 S MANTHEY RD	0.52	\$1,604
193-330-160	11140 S MANTHEY RD	0.16	\$494
193-330-190	10749 S MANTHEY RD	9.22	\$28,445
193-330-210	11161 S MANTHEY RD	0.97	\$2,993
193-330-220	11100 S MANTHEY RD	0.50	\$1,543
193-330-340	10910 S MANTHEY RD	1.76	\$5,430
193-330-350	10950 S MANTHEY RD	2.49	\$7,682
193-330-360	0 BRIGGS/MANTHEY RD	27.60	\$85,150
193-330-370	124 W BRIGGS RD	1.07	\$3,301
193-330-380	58 W BRIGGS RD	1.05	\$3,239
Total Reimbursement Fees			\$665,029

(1) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-390
(2) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400
(3) This parcel is identified in the LIT reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260

4. PILOT SEWER REIMBURSEMENT CFF

On June 6, 2016, the Lathrop Planning Commission 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.

Pursuant to the Planning Commission approval of the Site Plan Review, the City and Pilot Travel Centers, LLC (“Pilot”) entered into the Reimbursement Agreement for Gravity Main and Sanitary Sewer Pump Station (the “Pilot Agreement”). Pursuant to the Pilot Agreement, Pilot would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

SEWER FACILITIES AND COSTS

The sewer improvements described in the Pilot Agreement consist of construction of a gravity main and sewer pump station in Harlan Road. The gravity main and pump station were designed to convey wastewater flows from five areas north of 11800 Harlan Road. At this time, Pilot has constructed these sewer facilities and the City Council has accepted these improvements. The location of the sewer project and the area subject to this CFF are shown in Appendix B.

The total cost of the sewer facilities is \$2,192,493. Another \$4,792 is added to the total cost for establishing the capital facilities fees for the reimbursement fee program.

COST ALLOCATION METHODOLOGY

The cost allocation methodology is presented in Table B-1 in Appendix B and consists of allocating the total cost, \$2,197,285, to the benefitting properties based on the estimated future wastewater flow from each parcel. Future wastewater flows are estimated using the City’s wastewater generation rates.

Table B-1 shows that based on the allocation methodology, Pilot’s fair-share of the total cost is \$89,295. Because Pilot constructed these facilities, Pilot will receive fee credits in this total amount.

The remaining \$2,107,990 is allocated to 51 identified parcels that will benefit from the sewer improvements. The resulting Pilot Reimbursement CFFs, as shown in Table 2 on the following page, will be used to reimburse Pilot for oversizing the sewer improvements.

Table 2 - Pilot Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fee
Area 1			
196-020-040	134 ROTH RD	1.01	\$10,295
196-020-050	11333 S HARLAN RD	0.42	\$4,281
196-020-060	11338 S HARLAN RD	1.66	\$16,921
196-020-070	11299 S HARLAN RD	0.42	\$4,281
196-020-080	11378 S HARLAN RD	1.72	\$17,533
196-020-090	11401 S HARLAN RD	0.59	\$6,041
196-020-100	11432 S HARLAN RD	3.87	\$39,449
196-020-110	11525 S HARLAN RD	0.41	\$4,179
196-020-120	11500 S HARLAN RD	3.66	\$37,308
196-020-130	11550 S HARLAN RD	3.97	\$40,468
196-020-140	11616 S HARLAN RD	3.43	\$34,964
196-020-150	11674 S HARLAN RD	0.42	\$4,281
196-020-160	11672 S HARLAN RD	3.88	\$39,551
196-020-180	11265 S HARLAN RD	0.64	\$6,563
196-020-200	116 ROTH RD	1.88	\$19,127
196-030-010	250 ROTH RD	9.52	\$72,781
196-030-020	342 ROTH RD	15.41	\$117,811
Area 2			
191-250-090	11401 S MANTHEY RD	6.84	\$69,723
191-250-100	11555 S MANTHEY RD	0.08	\$823
191-250-140	11293 S MANTHEY RD	11.4	\$116,205
Area 3			
193-330-170	11145 S HARLAN RD	1.18	\$12,028
193-330-280	10842 S HARLAN RD	28.24	\$287,863
193-330-400 ¹	10998 S HARLAN (Beneto) RD	14.88	\$151,678
193-330-310	10980 S HARLAN RD	1.97	\$20,081
Area 4			
193-320-080	707 ROTH RD	8.85	\$67,659
193-320-120	755 ROTH RD	8.93	\$68,271
193-320-130	719 ROTH RD	1.62	\$12,385
193-320-260 ²	865 ROTH RD	7.37	\$56,344
193-320-170	889 ROTH RD	3.00	\$22,935
193-320-180	801 ROTH RD	9.74	\$74,463
193-320-190	11160 S MCKINLEY AV	0.54	\$4,128
193-320-200	11156 S MCKINLEY AV	2.74	\$20,948
193-320-210	437 ROTH RD	1.22	\$9,327
193-320-220	11200 S MCKINLEY AV	0.87	\$6,651
193-320-240	11288 S MCKINLEY AV	2.86	\$21,865
193-380-010	11285 S VALLEJO CT	4.00	\$30,580
193-380-020	11191 S VALLEJO CT	4.09	\$31,268
193-380-030	11180 S VALLEJO CT	4.09	\$31,268
193-380-040	11290 S VALLEJO CT	4.02	\$30,733
193-380-050	11150 S VALLEJO CT	1.95	\$14,908
Area 5			
193-330-110	11199 S MANTHEY RD	0.77	\$7,849
193-330-150	10623 S MANTHEY RD	0.52	\$5,301
193-330-160	11140 S MANTHEY RD	0.16	\$1,631
193-330-190	10749 S MANTHEY RD	9.22	\$93,984
193-330-210	11161 S MANTHEY RD	0.97	\$9,888
193-330-220	11100 S MANTHEY RD	0.50	\$5,097
193-330-340	10910 S MANTHEY RD	1.76	\$17,940
193-330-350	10950 S MANTHEY RD	2.49	\$25,382
193-330-360	0 BRIGGS/MANTHEY RD	27.60	\$281,339
193-330-370	124 W BRIGGS RD	1.07	\$10,907
193-330-380	58 W BRIGGS RD	1.05	\$10,703
Total Fees			\$2,107,990

(1) This parcel is identified in the Pilot reimbursement agreement as parcel 193-330-300; it has been renumbered to 193-330-400.
 (2) This parcel is identified in the Pilot reimbursement agreement as parcel 193-320-160; it has been renumbered to 193-320-260.

5. DPIF SEWER REIMBURSEMENT CFF

On May 11, 2016, the Lathrop Planning Commission approved the Site Plan Review (SPR-15-79) which established the conditions for the construction of a warehouse distribution facility at 2131 E. Louise Avenue.

Pursuant to the Planning Commission approval of the Site Plan Review, the City and DPIF CA 1 Lathrop, LLC (“DPIF”) entered into the Reimbursement Agreement for the Gravity Sewer Main (the “DPIF Agreement”). Pursuant to the DPIF Agreement, DPIF would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

SEWER FACILITIES AND COSTS

The sewer improvements described in the DPIF Agreement consist of construction of a gravity sewer main in East Louise Avenue and McKinley Avenue. The gravity main was designed to convey wastewater flows from parcels that have frontage along the gravity main. At this time, DPIF has constructed these sewer facilities and the City Council has accepted these improvements. The location of the sewer project and the CFF area are shown in Appendix C.

The total cost of the sewer facilities is \$1,520,581, which includes \$1,089,214 for the constructed gravity main and \$431,367 for a future sewer main. Another \$4,792 is added to the cost for establishing the capital facilities fees for the reimbursement fee program.

COST ALLOCATION METHODOLOGY

The cost allocation methodology is presented in Table C-1 in Appendix C, which shows the cost allocation of the constructed gravity main, and Table C-2, which shows the cost allocation of the future sewer main. The two separate cost allocations consist of allocating the total cost, \$1,525,373, to the identified properties based on the estimated future wastewater flow from each parcel. Future wastewater flows are estimated using the City’s wastewater generation rates.

Tables C-1 and C-2 show that based on the allocation methodology, DPIF’s fair-share of the existing and future sewer lines cost is \$272,947. Because DPIF constructed the gravity sewer main, DPIF will receive fee credits in this total amount. Also, because DPIF funded a total of \$1,094,006 in sewer construction and CFF program costs, it is eligible to receive a reimbursement of \$821,059 ($\$1,094,006 - \$272,947$).

There are 23 parcels, not including the DPIF parcel, that will benefit from the aforementioned sewer improvements and therefore, are allocated the remaining \$1,252,427 cost. This total cost is separated into two fees – the DPIF Sewer Reimbursement CFF and the Sewer Main CFF, as shown in Table 3 below.

The DPIF Reimbursement CFF will be used to reimburse DPIF \$821,059 for oversizing the sewer main and the DPIF Sewer Main CFF will fund construction of the future sewer main. Only the DPIF Sewer Main CFF will be subject to the City’s annual inflation increases.

Table 3 - DPIF Sewer Reimbursement and Sewer Main CFFs

APN	Address	Reimbursement Fee	Sewer Main Fee	Total Fee
		A	B	C = A + B
198-080-320	16178 S McKinley AV	\$6,498	\$3,414	\$9,912
198-080-330	16188 S McKinley AV	\$609	\$320	\$929
198-100-010	16175 S McKinley AV	\$15,654	\$8,225	\$23,879
198-100-020	16263 S McKinley AV	\$36,921	\$19,397	\$56,318
198-100-030	16351 S McKinley AV	\$46,742	\$24,557	\$71,299
198-100-040	1631 E Louise AV	\$11,150	\$5,858	\$17,008
198-100-050	1629 E Louise AV	\$11,076	\$5,819	\$16,896
198-100-060	1683 E Louise AV	\$11,944	\$6,276	\$18,220
198-100-070	1695 E Louise AV	\$14,067	\$7,390	\$21,457
198-100-090	16490 E McKinley AV	\$1,108	\$582	\$1,690
198-100-100	1909 E Louise AV	\$25,475	\$13,384	\$38,860
198-100-110	16300 S McKinley AV	\$36,921	\$19,397	\$56,318
198-100-120	16200 S McKinley AV	\$43,493	\$22,850	\$66,343
198-100-130	16190 S McKinley AV	\$30,127	\$15,828	\$45,956
198-100-150	2075 E Louise AV	\$1,175	\$617	\$1,793
198-100-180	2445 E Louise AV	\$91,102	\$47,863	\$138,966
198-100-190	2001 E Louise AV	\$50,065	\$26,303	\$76,368
198-100-200	1919 E Louise AV	\$15,654	\$8,225	\$23,879
198-140-130	1700 E Louise AV	\$71,479	\$37,553	\$109,032
198-140-140	1644 E Louise AV	\$23,112	\$12,143	\$35,255
198-140-150	1608 E Louise AV	\$23,851	\$12,531	\$36,382
198-160-010	1850 E Louise AV	\$101,459	\$53,304	\$154,763
198-160-020	2050 E Louise AV	\$151,376	\$79,530	\$230,905
Total Fees		\$821,059	\$431,368	\$1,252,427

(1) Parcel 198-100-230 is owned by DPIF CA 1 Lathrop, LLC; this property would not be subject to the Sewer Fee or Future Sewer Main Fee and instead would receive a total of \$272,947 in fee credits and \$821,059 in fee reimbursements; calculated as follows: \$1,094,006 - \$195,759 - \$77,188 = \$821,059.

6. CFT NV SEWER REIMBURSEMENT CFF

On January 16, 2019, the Lathrop Planning Commission approved the Site Plan Review (SPR-18-92) which established the conditions for the construction of a CFT NV development at 15099 Old Harlan Road.

Pursuant to the Planning Commission approval of the Site Plan Review, the City and CFT NV Developments, LLC (“CFT NV”) entered into the Reimbursement Agreement for a Gravity Sewer Main in Old Harlan Road (the “CFT NV Agreement”). Pursuant to the CFT NV Agreement, CFT NV would construct sewer facilities to accommodate the ultimate flows for the surrounding areas and would be eligible for partial reimbursement from users who connect to the sewer line.

SEWER FACILITIES AND COSTS

The sewer improvements described in the CFT NV Agreement consist of construction of a gravity sewer extension in Harlan Road. The gravity sewer extension was designed to convey wastewater flows from parcels that have frontage along the gravity sewer extension. At this time, CFT NV has constructed these sewer facilities and the City Council has accepted these improvements. The location of the sewer project and the CFF area are shown in Appendix D.

The cost of the sewer facilities is \$260,337. Another \$4,715 is added to the total cost for establishing the capital facilities fees for the reimbursement fee program.

COST ALLOCATION METHODOLOGY

The cost allocation methodology is presented in Table D-1 in Appendix D and consists of allocating the total cost, \$265,052, to the identified properties based on the estimated future wastewater flow from each parcel. Future wastewater flows are estimated using the City’s current wastewater generation rates.

Table D-1 shows that based on the allocation methodology, CFT NV’s fair-share of the total cost is \$80,344. Because CFT NV constructed these facilities, it will receive fee credits in this total amount. The remaining \$184,708 is allocated to the five identified parcels that will benefit from the sewer improvements. The resulting CFT NV Reimbursement CFFs, as shown in Table 4 on the following page, will be used to reimburse CFT NV for oversizing the sewer facility.

Table 4 – CFT NV Sewer Reimbursement CFF

APN	Address	Acres	Reimbursement Fees
196-110-290	15099 Old Harlan RD	0.69	\$57,152
196-110-300	15099 Old Harlan RD	0.49	\$40,586
196-110-050	15151 Old Harlan RD	0.36	\$29,818
196-110-060	15215 Old Harlan RD	0.22	\$18,222
196-110-170	15235 Old Harlan RD	0.47	\$38,930
Total Reimbursement Fees			\$184,708

7. NEXUS FINDINGS

The Sewer Reimbursement CFF program will provide funding for sewer 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 Sewer Reimbursement CFFs is to provide funding to reimburse developers that have constructed oversized sewer facilities identified in this Fee Study.

Use of Fee

CFF revenue will be used to fund the reimbursement of oversized sewer facilities that have been constructed by developers as well as to fund future construction of sewer facilities that has been identified by the City as necessary to serve new development.

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

New development will generate additional demand for the sewer infrastructure identified in this Fee Study. The infrastructure improvements 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 developers for the sewer facilities that they have constructed and oversized to serve their development as well as other local development. These facilities will serve future development 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 reimburse the developers that constructed the sewer 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 sewer facility, or portion thereof, is established in this Fee Study through the proportionate allocation of costs based on the amount of developable acreage and the City's wastewater generation factors. As a result, each property is allocated its fair share of the cost based on its impact.

By assigning the demand for sewer facilities based on the developable acreage and wastewater generation factor for each parcel and quantifying that demand in the calculation of the CFFs, a reasonable relationship is established between the amount of the fees and the cost of the facilities attributable to properties in the benefitting areas.

8. 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 Sewer Reimbursement Fees in this Fee Study will not be adjusted in future years since the City's policy is to not inflate this type of fee. However, the DPIF Sewer Main CFF will be inflated annually since this fee will fund construction of a future sewer main. The DPIF Sewer Main CFF will be adjusted annually by the change in the Engineering News Record 20-City Construction Cost Index over the prior calendar year.

ADMINISTRATION FEE

The City levies a 3.0% administration fee to the cumulative total of all its CFFs to pay for the administrative duties associated with the CFF program. This 3.0% administration fee would be added on top of the Sewer Reimbursement CFFs presented in Fee Study

ASSEMBLY BILL NO. 1483

On October 9, 2019 the Governor of California signed into law Assembly Bill No. 1483. Assembly Bill 1483, which adds Section 65940.1 of the Government Code, requires a city, county, or special district to maintain on its internet website a current schedule of fees and exactions imposed by that public agency. AB 1483 requires that a city, county, or special district make the following available on its internet website:

- A current schedule of impact fees and exactions
- The current and five previous annual fee reports that are required pursuant to subdivision (b) of Section 66006 and subdivision (d) of Section 66013 of the Government Code
- An archive of impact fee nexus studies conducted by the city, county, or special district on or after January 1, 2018
- A city, county, or special district shall update the information made available under this subdivision within 30 days of any changes

ANNUAL ADMINISTRATIVE DUTIES

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund
- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

FIFTH-YEAR ADMINISTRATIVE DUTIES

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

APPENDIX A

LIT Cost Allocation Table & Sewer Project and Fee Area Location Maps

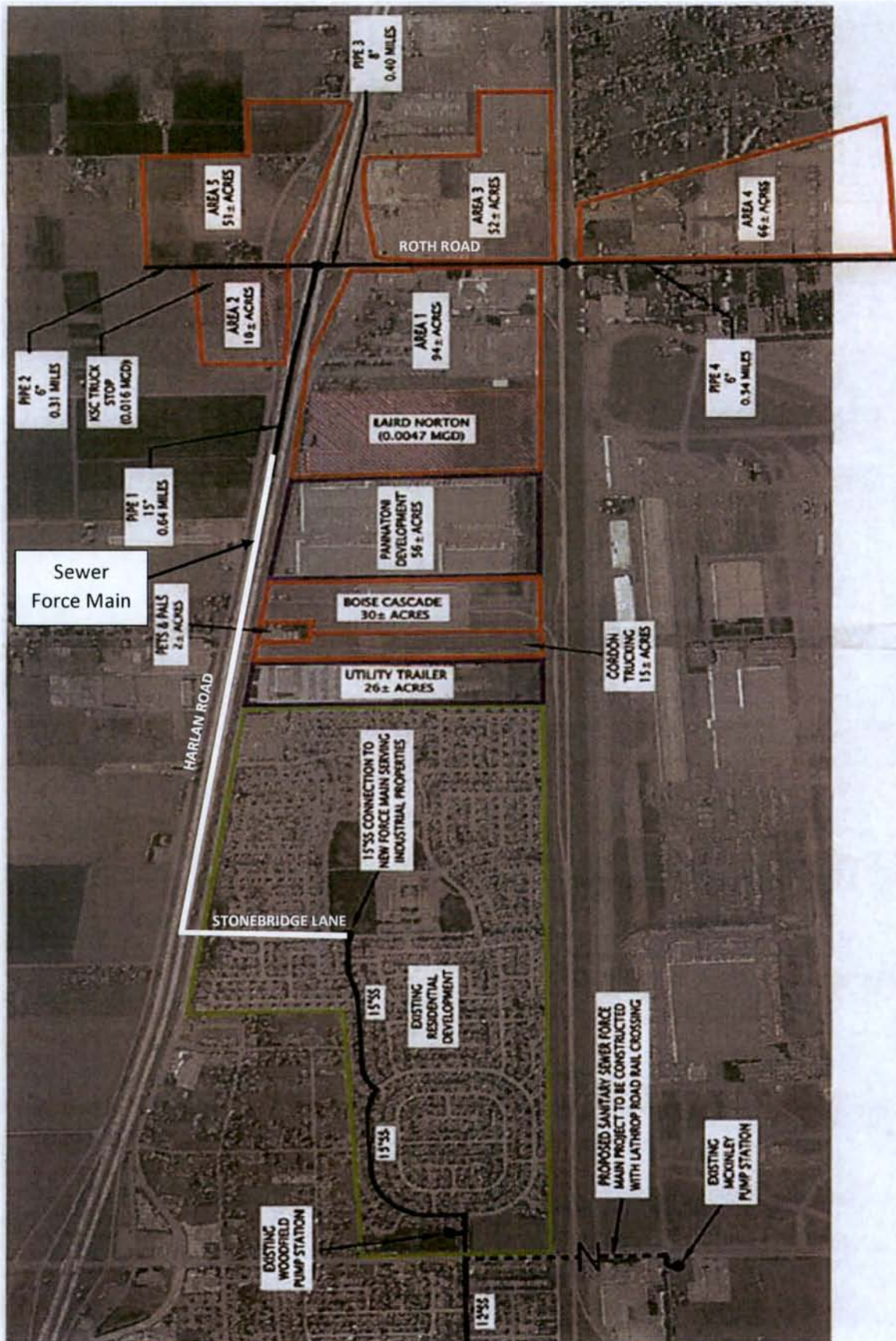
Table A-1
LIT Industrial Limited Partnership
Sewer Line Extension Cost Allocation

Costs
 \$726,508 Costs taken from United Construction Change Order #8, RCO #6 provided by Seefried Properties
 \$30,000 Design Cost Provided by Seefried Properties
 \$5,078 Cost to establish CFF
 \$761,586 Actual Total
 (\$96,557) Unreimbursable
 \$665,029 Reimbursable

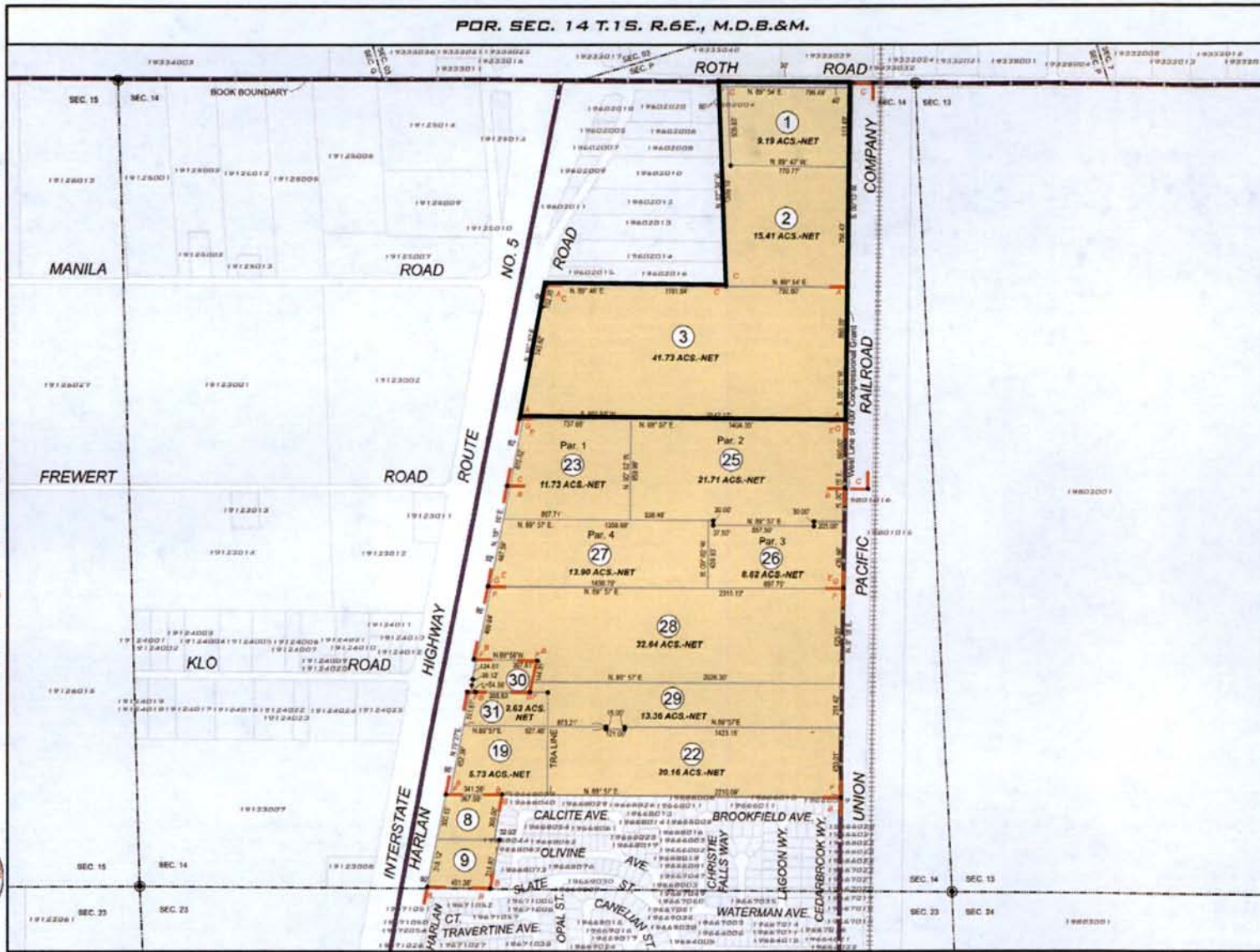
APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor	Wastewater Generation (gpd)	Percent (%) of Total Wastewater Generation	Cost Allocation
Unreimbursable - LIT¹							
196-030-030	11800 HARLAN	RD 41.73	Limited Industrial	900	37,557	12.7%	\$96,557
Total - Unreimbursable							\$96,557
Reimbursable							
Area 1							
196-020-040	134 ROTH	RD 1.01	Freeway Commercial	1,200	1,212	0.4%	\$3,116
196-020-050	11333 S HARLAN	RD 0.42	Freeway Commercial	1,200	504	0.2%	\$1,296
196-020-060	11338 S HARLAN	RD 1.66	Freeway Commercial	1,200	1,992	0.7%	\$5,121
196-020-070	11299 S HARLAN	RD 0.42	Freeway Commercial	1,200	504	0.2%	\$1,296
196-020-080	11378 S HARLAN	RD 1.72	Freeway Commercial	1,200	2,064	0.7%	\$5,306
196-020-090	11401 S HARLAN	RD 0.59	Freeway Commercial	1,200	711	0.2%	\$1,828
196-020-100	11432 S HARLAN	RD 3.87	Freeway Commercial	1,200	4,644	1.6%	\$11,939
196-020-110	11525 S HARLAN	RD 0.41	Freeway Commercial	1,200	492	0.2%	\$1,265
196-020-120	11500 S HARLAN	RD 3.66	Freeway Commercial	1,200	4,392	1.5%	\$11,292
196-020-130	11550 S HARLAN	RD 3.97	Freeway Commercial	1,200	4,764	1.6%	\$12,248
196-020-140	11616 S HARLAN	RD 3.43	Freeway Commercial	1,200	4,116	1.4%	\$10,582
196-020-150	11674 S HARLAN	RD 0.42	Freeway Commercial	1,200	504	0.2%	\$1,296
196-020-160	11672 S HARLAN	RD 3.88	Freeway Commercial	1,200	4,656	1.6%	\$11,970
196-020-180	11265 S HARLAN	RD 0.64	Freeway Commercial	1,200	773	0.3%	\$1,986
196-020-200	116 ROTH	RD 1.88	Freeway Commercial	1,200	2,252	0.8%	\$5,789
196-030-010	250 ROTH	RD 9.52	Limited Industrial	900	8,568	2.9%	\$22,028
196-030-020	342 ROTH	RD 15.41	Limited Industrial	900	13,869	4.7%	\$35,657
Subtotal							\$144,015
Area 2							
191-250-090	11401 S MANTHEY	RD 6.84	Freeway Commercial	1,200	8,208	2.8%	\$21,102
191-250-100	11555 S MANTHEY	RD 0.08	Freeway Commercial	1,200	97	0.03%	\$249
191-250-140	11293 S MANTHEY	RD 11.4	Freeway Commercial	1,200	13,680	4.6%	\$35,171
Subtotal							\$56,522
Area 3							
193-330-170	11145 S HARLAN	RD 1.18	Freeway Commercial	1,200	1,416	0.5%	\$3,640
193-330-280	10842 S HARLAN	RD 28.24	Freeway Commercial	1,200	33,888	11.4%	\$87,124
193-330-390 ²	10998 S HARLAN (Pilot)	RD 8.76	Freeway Commercial	1,200	10,512	3.5%	\$27,026
193-330-400 ³	10998 S HARLAN (Beneto)	RD 14.88	Freeway Commercial	1,200	17,856	6.0%	\$45,907
193-330-310	10980 S HARLAN	RD 1.97	Freeway Commercial	1,200	2,364	0.8%	\$6,078
Subtotal							\$169,775
Area 4							
193-320-080	707 ROTH	RD 8.85	Limited Industrial	900	7,965	2.7%	\$20,478
193-320-120	755 ROTH	RD 8.93	Limited Industrial	900	8,037	2.7%	\$20,663
193-320-130	719 ROTH	RD 1.62	Limited Industrial	900	1,458	0.5%	\$3,748
193-320-260 ⁴	865 ROTH	RD 7.37	Limited Industrial	900	6,633	2.2%	\$17,053
193-320-170	889 ROTH	RD 3.00	Limited Industrial	900	2,700	0.9%	\$6,942
193-320-180	801 ROTH	RD 9.74	Limited Industrial	900	8,766	3.0%	\$22,537
193-320-190	11160 S MCKINLEY	AV 0.54	Limited Industrial	900	486	0.2%	\$1,249
193-320-200	11156 S MCKINLEY	AV 2.74	Limited Industrial	900	2,466	0.8%	\$6,340
193-320-210	437 ROTH	RD 1.22	Limited Industrial	900	1,098	0.4%	\$2,823
193-320-220	11200 S MCKINLEY	AV 0.87	Limited Industrial	900	783	0.3%	\$2,013
193-320-240	11288 S MCKINLEY	AV 2.86	Limited Industrial	900	2,574	0.9%	\$6,618
193-380-010	11285 S VALLEJO	CT 4.00	Limited Industrial	900	3,600	1.2%	\$9,255
193-380-020	11191 S VALLEJO	CT 4.09	Limited Industrial	900	3,681	1.2%	\$9,464
193-380-030	11180 S VALLEJO	CT 4.09	Limited Industrial	900	3,681	1.2%	\$9,464
193-380-040	11290 S VALLEJO	CT 4.02	Limited Industrial	900	3,618	1.2%	\$9,302
193-380-050	11150 S VALLEJO	CT 1.95	Limited Industrial	900	1,755	0.6%	\$4,512
Subtotal							\$152,460
Area 5							
193-330-110	11199 S MANTHEY	RD 0.77	Freeway Commercial	1,200	924	0.3%	\$2,376
193-330-150	10623 S MANTHEY	RD 0.52	Freeway Commercial	1,200	624	0.2%	\$1,604
193-330-160	11140 S MANTHEY	RD 0.16	Freeway Commercial	1,200	192	0.1%	\$494
193-330-190	10749 S MANTHEY	RD 9.22	Freeway Commercial	1,200	11,064	3.7%	\$28,445
193-330-210	11161 S MANTHEY	RD 0.97	Freeway Commercial	1,200	1,164	0.4%	\$2,993
193-330-220	11100 S MANTHEY	RD 0.50	Freeway Commercial	1,200	600	0.2%	\$1,543
193-330-340	10910 S MANTHEY	RD 1.76	Freeway Commercial	1,200	2,112	0.7%	\$5,430
193-330-350	10950 S MANTHEY	RD 2.49	Freeway Commercial	1,200	2,988	1.0%	\$7,682
193-330-360	0 BRIGGS/MANTHEY	RD 27.60	Freeway Commercial	1,200	33,120	11.2%	\$85,150
193-330-370	124 W BRIGGS	RD 1.07	Freeway Commercial	1,200	1,284	0.4%	\$3,301
193-330-380	58 W BRIGGS	RD 1.05	Freeway Commercial	1,200	1,260	0.4%	\$3,239
Subtotal							\$142,256
Total - Reimbursable							\$665,029

(1) Parcel 196-030-030 is owned by LIT Industrial Partnership. This developer will receive fee credits and reimbursement for sewer facility oversizing.
 (2) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it was subsequently renumbered to 193-330-390.
 (3) This parcel is identified in the LIT reimbursement agreement as parcel 193-330-300; it was subsequently renumbered to 193-330-400.
 (4) This parcel is identified in the LIT reimbursement agreement as parcel 193-320-160; it was subsequently renumbered to 193-320-260.

LIT Sewer Reimbursement Fee Project Area



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196-03

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MAPPING/GIS
 0 200 400 600
 Feet

LEGEND
 Example of a Standard Assessor Parcel Number (APN)
 000-000-00
 Book Page Parcel Number
 R.M. = Recorded Subdivision Map
 P.M. = Recorded Parcel Map
 R.S. = Recorded Survey Map

Williamson Act Parcel
 Assessors Book Boundary

- A - R.S. Bk. 29 Pg. 038
- B - P.M. Bk. 11 Pg. 182
- C - P.M. Bk. 09 Pg. 208
- E - P.M. Bk. 21 Pg. 121
- F - P.M. Bk. 21 Pg. 144
- G - P.M. Bk. 23 Pg. 048

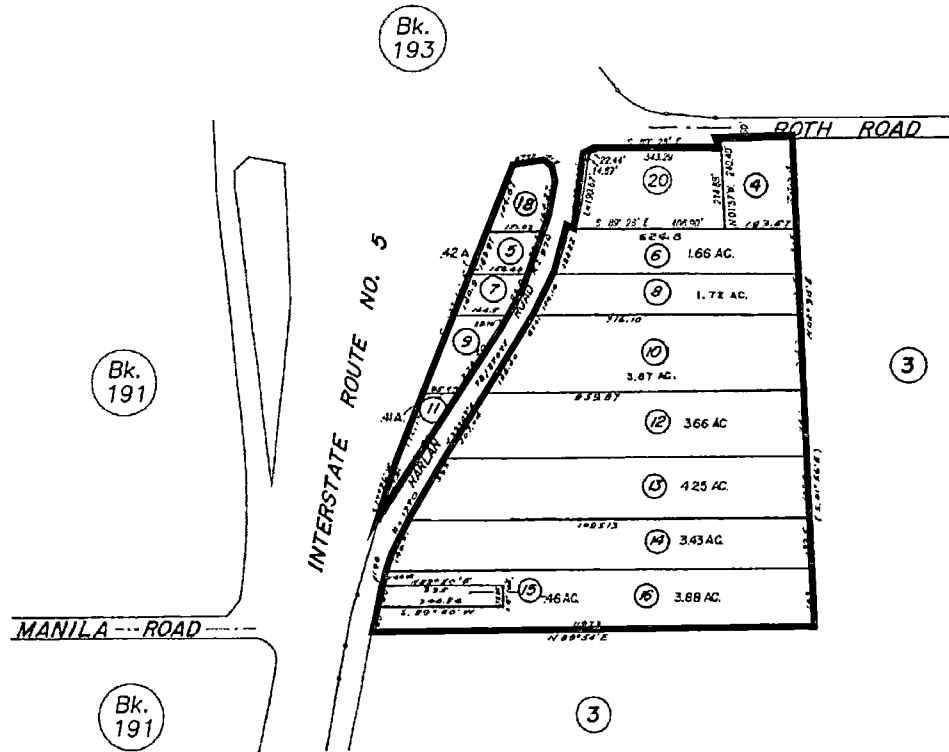
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03-04	11	-
06-07	15	-
09-10	17	-
01-02	22	-
05-06	24	-
06-07	29	-
09-10	29	-
13-14	31	-

BK. 196 PG. 03
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POR. N.E.1/4 SEC. 14, T.1S.R.6E., M.D.B.&M.

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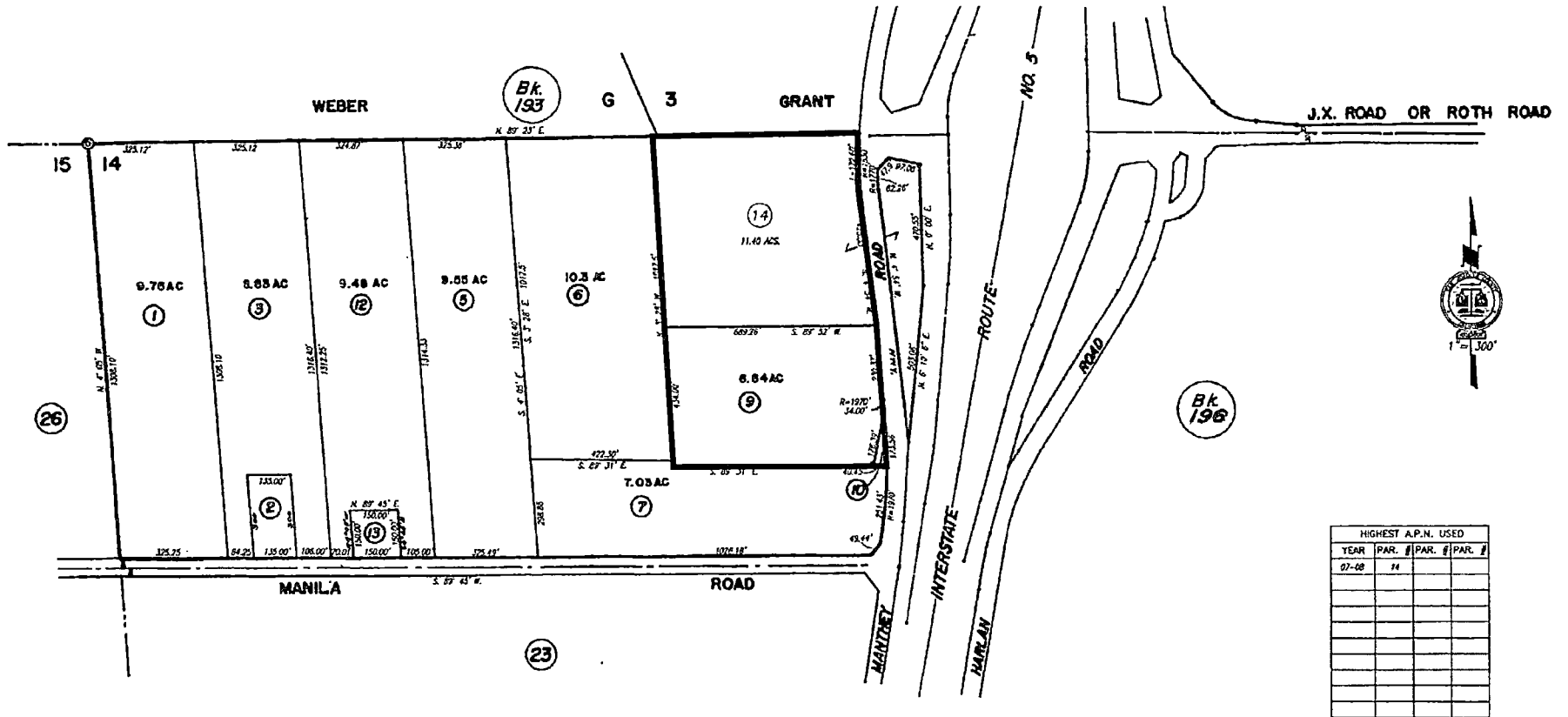
196-02



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
93-96	17		
04-05	20		

CITY OF LATHROP
Assessor's Map Bk.196 Pg.02
County of San Joaquin, Calif.

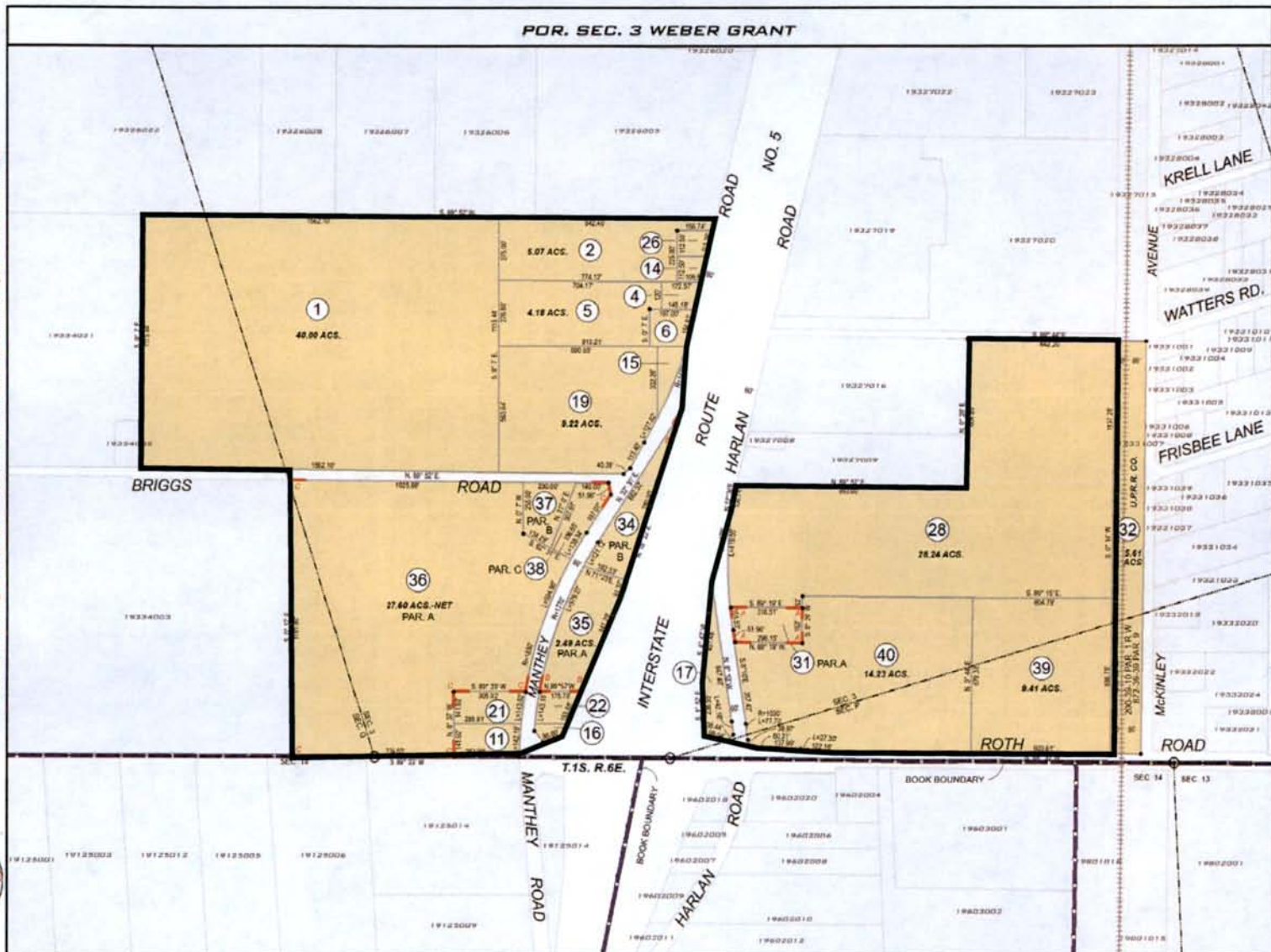
NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Black Numbers Shown in Ellipses.



Assessor's Map Bk.191 Pg.25
County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

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193-33

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MAPPING/GIS
 0 100 200 300 400
 Feet

LEGEND
 Example of a Standard Assessor Parcel Number (APN)
000-000-00
 Book Page Parcel Number
 R.M. = Recorded Subdivision Map
 P.M. = Recorded Parcel Map
 R.S. = Recorded Survey Map

Williamson Act Parcel
 Assessors Book Boundary

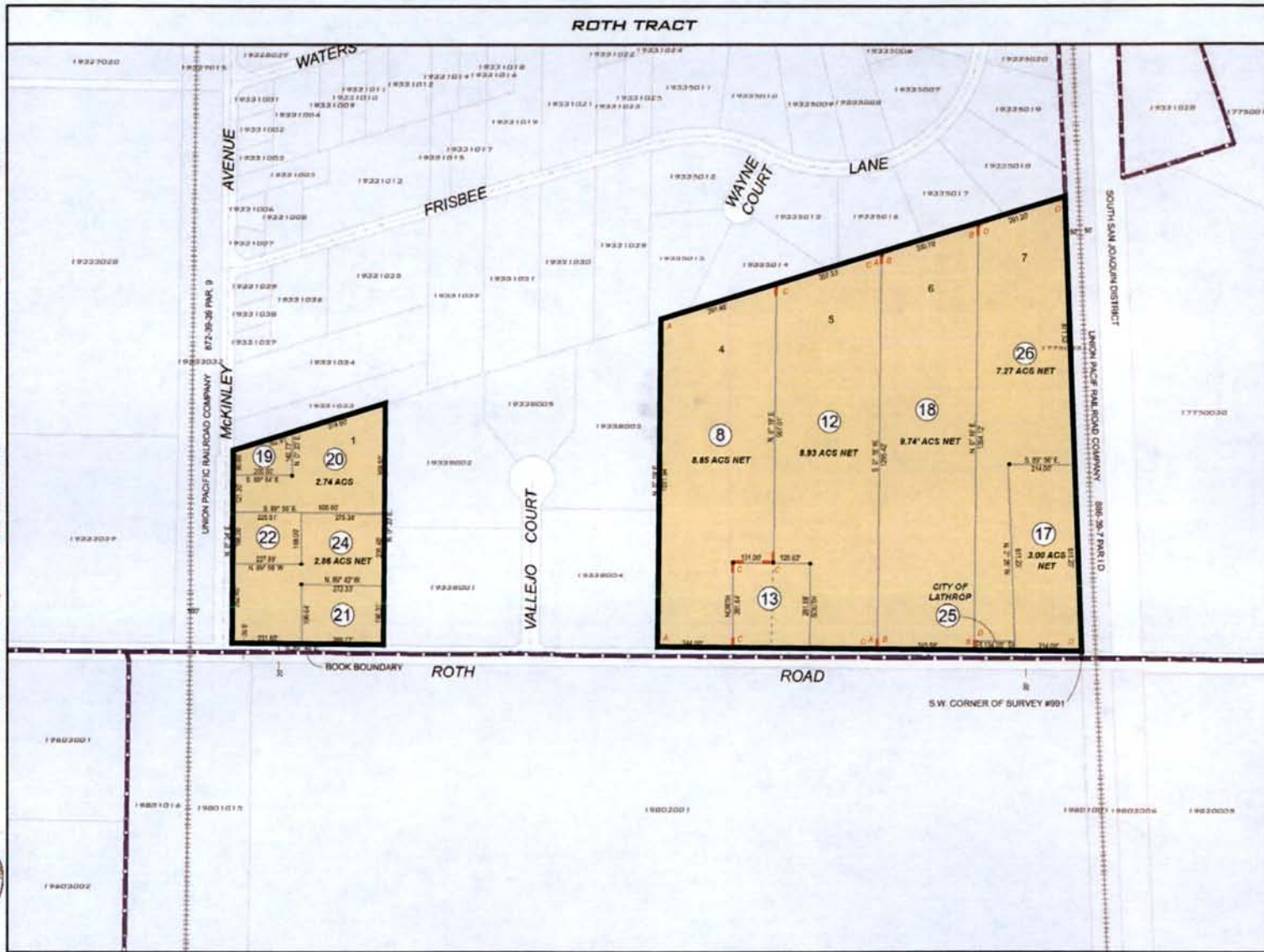
- A - P.M. Bk. 04 Pg. 109
- B - P.M. Bk. 07 Pg. 061
- C - P.M. Bk. 09 Pg. 223

SAN JOAQUIN COUNTY
 ASSessor PARCELS
 NUMBER ISSUED PER
 ROLL YEAR

ROLL YEAR	PAR. #	PAR. #
80-81	35	-
82-84	38	-
18-19	40	-
-	-	-
-	-	-
-	-	-

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193-32

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MAPPING/GIS
 0 100 200 300
 Feet

LEGEND

Example of a limited Assessor Parcel Number (APN)
000-000-00
 District Parcel Number

R.M. = Re-recorded Subdivision Map
 P.M. = Re-recorded Parcel Map
 R.S. = Re-recorded Survey Map

Williamson Act Parcel

Assessors Book Boundary

- A - P.M. Bk. 07 Pg. 195
- B - P.M. Bk. 11 Pg. 068
- C - P.M. Bk. 10 Pg. 186
- D - P.M. Bk. 11 Pg. 167

SAN JOAQUIN COUNTY ASSESSOR PARCEL NUMBER INDEXED PER ROLL YEAR

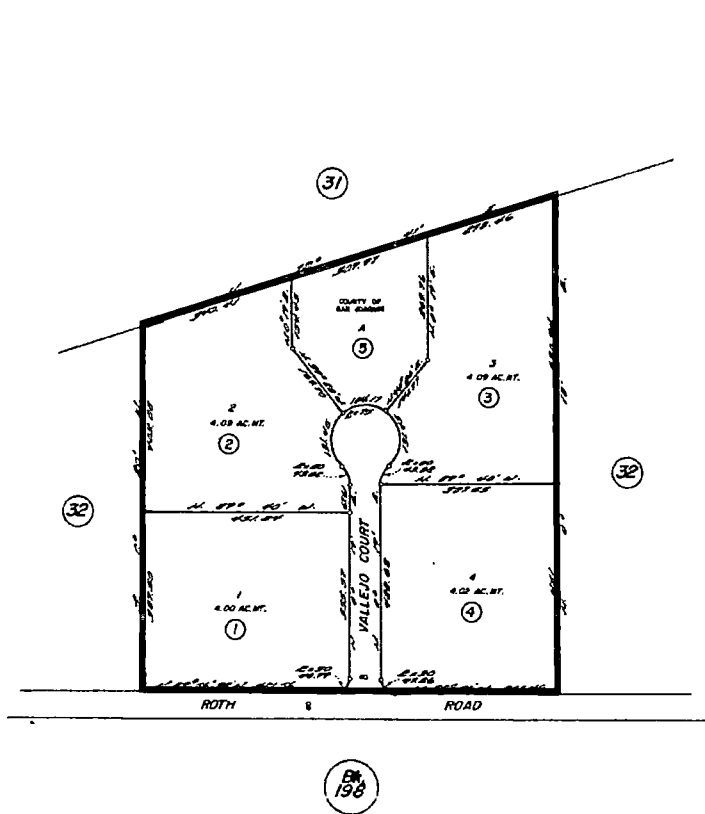
ROLL YEAR	PAGE #	PAGE #
80-81	09	-
82-83	15	-
83-84	17	-
88-89	18	-
94-95	20	-
02-03	24	-
20-21	28	-

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 ASSESSOR MARCH/APRIL 2019

VALLEJO COURT

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193 - 38



R. M. Bk. 27 Pg. 88

NOTE - Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 193 - Pg. 38

APPENDIX B

Pilot Cost Allocation Table & Sewer Project and Fee Area Location Maps

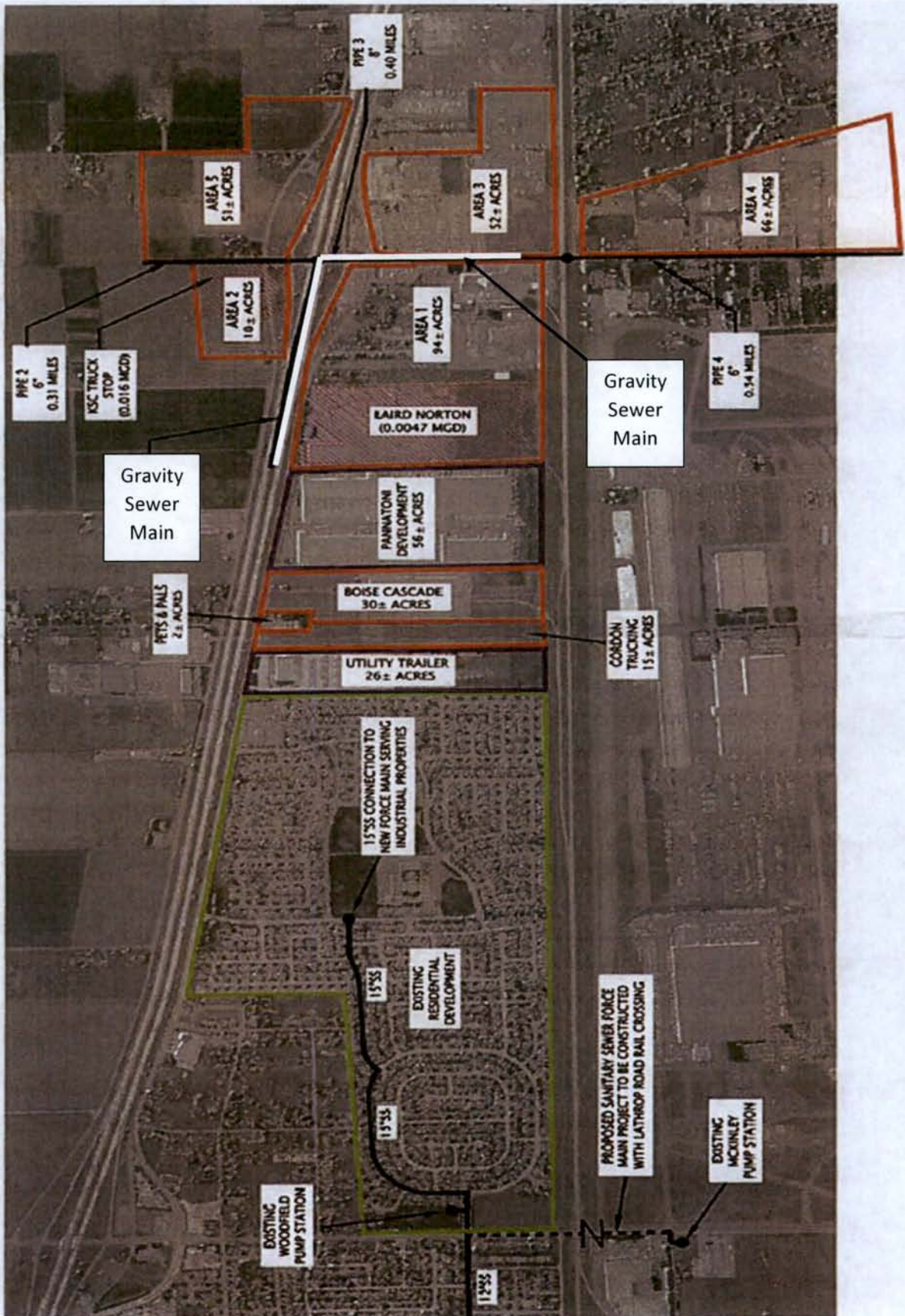
Table B - 1
Pilot Travel Centers, LLC
Gravity Sewer Main and Sanitary Sewer Pump Station Cost Allocation

Costs
 \$2,192,493 Costs based on paid invoices
 \$4,792 Cost to establish CFF
 \$2,197,285 Actual Total
 (\$89,295) Unreimbursable
 \$2,107,990 Reimbursable Cost

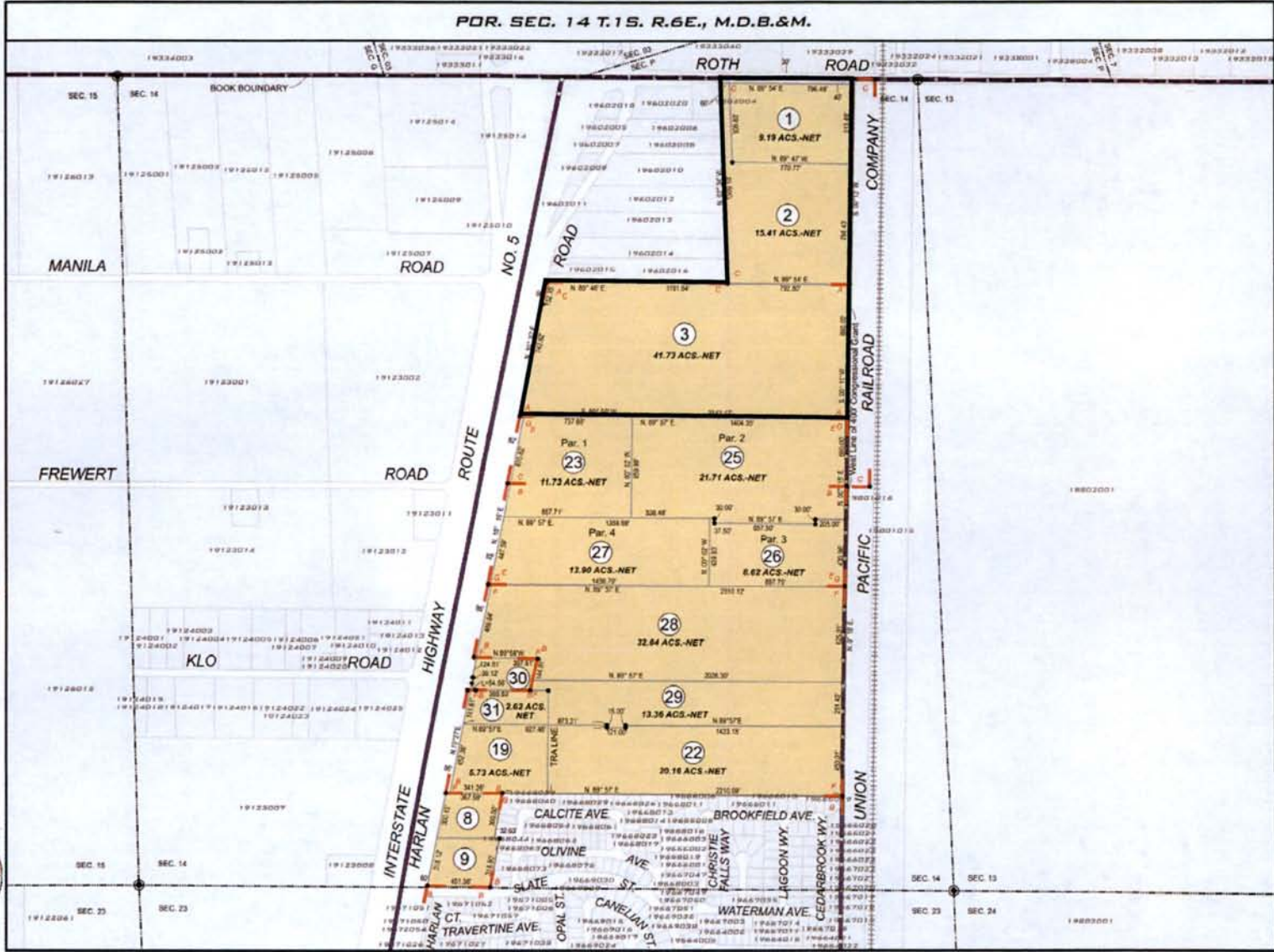
APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	Wastewater Generation (gpd)	Percent (%) of Total Wastewater Generation	Cost Allocation
Unreimbursable - Pilot¹							
193-330-390 ²	345 ROTH RD	8.76	Freeway Commercial	1,200	10,512	4.1%	\$89,295
Total - Unreimbursable							\$89,295
Reimbursable							
Area 1							
196-020-040	134 ROTH RD	1.01	Freeway Commercial	1,200	1,212	0.5%	\$10,295
196-020-050	11333 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$4,281
196-020-060	11338 S HARLAN RD	1.66	Freeway Commercial	1,200	1,992	0.8%	\$16,921
196-020-070	11299 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$4,281
196-020-080	11378 S HARLAN RD	1.72	Freeway Commercial	1,200	2,064	0.8%	\$17,533
196-020-090	11401 S HARLAN RD	0.59	Freeway Commercial	1,200	711	0.3%	\$6,041
196-020-100	11432 S HARLAN RD	3.87	Freeway Commercial	1,200	4,644	1.8%	\$39,449
196-020-110	11525 S HARLAN RD	0.41	Freeway Commercial	1,200	492	0.2%	\$4,179
196-020-120	11500 S HARLAN RD	3.66	Freeway Commercial	1,200	4,392	1.7%	\$37,308
196-020-130	11550 S HARLAN RD	3.97	Freeway Commercial	1,200	4,764	1.8%	\$40,468
196-020-140	11616 S HARLAN RD	3.43	Freeway Commercial	1,200	4,116	1.6%	\$34,964
196-020-150	11674 S HARLAN RD	0.42	Freeway Commercial	1,200	504	0.2%	\$4,281
196-020-160	11672 S HARLAN RD	3.88	Freeway Commercial	1,200	4,656	1.8%	\$39,551
196-020-180	11265 S HARLAN RD	0.64	Freeway Commercial	1,200	773	0.3%	\$6,563
196-020-200	116 ROTH RD	1.88	Freeway Commercial	1,200	2,256	0.9%	\$19,127
196-030-010	250 ROTH RD	9.52	Limited Industrial	900	8,568	3.3%	\$72,781
196-030-020	342 ROTH RD	15.41	Limited Industrial	900	13,869	5.4%	\$117,811
Subtotal		52.91			56,021	21.7%	\$475,833
Area 2							
191-250-090	11401 S MANTHEY RD	6.84	Freeway Commercial	1,200	8,208	3.2%	\$69,723
191-250-100	11555 S MANTHEY RD	0.08	Freeway Commercial	1,200	97	0.0%	\$823
191-250-140	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							
193-330-170	11145 S HARLAN RD	1.18	Freeway Commercial	1,200	1,416	0.5%	\$12,028
193-330-280	10842 S HARLAN RD	28.24	Freeway Commercial	1,200	33,888	13.1%	\$287,863
193-330-400 ²	10998 S HARLAN (Beneto) RD	14.88	Freeway Commercial	1,200	17,856	6.9%	\$151,678
193-330-310	10980 S HARLAN RD	1.97	Freeway Commercial	1,200	2,364	0.9%	\$20,081
Subtotal		46.27			55,524	21.5%	\$471,650
Area 4							
193-320-080	707 ROTH RD	8.85	Limited Industrial	900	7,965	3.1%	\$67,659
193-320-120	755 ROTH RD	8.93	Limited Industrial	900	8,037	3.1%	\$68,271
193-320-130	719 ROTH RD	1.62	Limited Industrial	900	1,458	0.6%	\$12,385
193-320-260 ³	865 ROTH RD	7.37	Limited Industrial	900	6,633	2.6%	\$56,344
193-320-170	889 ROTH RD	3.00	Limited Industrial	900	2,700	1.0%	\$22,935
193-320-180	801 ROTH RD	9.74	Limited Industrial	900	8,766	3.4%	\$74,463
193-320-190	11160 S MCKINLEY AV	0.54	Limited Industrial	900	486	0.2%	\$4,128
193-320-200	11156 S MCKINLEY AV	2.74	Limited Industrial	900	2,466	1.0%	\$20,948
193-320-210	437 ROTH RD	1.22	Limited Industrial	900	1,098	0.4%	\$9,327
193-320-220	11200 S MCKINLEY AV	0.87	Limited Industrial	900	783	0.3%	\$6,651
193-320-240	11288 S MCKINLEY AV	2.86	Limited Industrial	900	2,574	1.0%	\$21,865
193-380-010	11285 S VALLEJO CT	4.00	Limited Industrial	900	3,600	1.4%	\$30,580
193-380-020	11191 S VALLEJO CT	4.09	Limited Industrial	900	3,681	1.4%	\$31,268
193-380-030	11180 S VALLEJO CT	4.09	Limited Industrial	900	3,681	1.4%	\$31,268
193-380-040	11290 S VALLEJO CT	4.02	Limited Industrial	900	3,618	1.4%	\$30,733
193-380-050	11150 S VALLEJO CT	1.95	Limited Industrial	900	1,755	0.7%	\$14,908
Subtotal		65.89			59,301	22.9%	\$503,735
Area 5							
193-330-110	11199 S MANTHEY RD	0.77	Freeway Commercial	1,200	924	0.4%	\$7,849
193-330-150	10623 S MANTHEY RD	0.52	Freeway Commercial	1,200	624	0.2%	\$5,301
193-330-160	11140 S MANTHEY RD	0.16	Freeway Commercial	1,200	192	0.1%	\$1,631
193-330-190	10749 S MANTHEY RD	9.22	Freeway Commercial	1,200	11,064	4.3%	\$93,984
193-330-210	11161 S MANTHEY RD	0.97	Freeway Commercial	1,200	1,164	0.4%	\$9,888
193-330-220	11100 S MANTHEY RD	0.50	Freeway Commercial	1,200	600	0.2%	\$5,097
193-330-340	10910 S MANTHEY RD	1.76	Freeway Commercial	1,200	2,112	0.8%	\$17,940
193-330-350	10950 S MANTHEY RD	2.49	Freeway Commercial	1,200	2,988	1.2%	\$25,382
193-330-360	0 BRIGGS/MANTHEY	27.60	Freeway Commercial	1,200	33,120	12.8%	\$281,339
193-330-370	124 W BRIGGS RD	1.07	Freeway Commercial	1,200	1,284	0.5%	\$10,907
193-330-380	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
Total - Reimbursable							\$2,107,990

(1) Parcel 193-330-390, which is shown as 193-330-300 in the reimbursement agreement, is owned by Pilot Travel Centers, LLC. This developer will receive fee credits and reimbursement for sewer facility oversizing.
 (2) This parcel is identified in the Pilot reimbursement agreement as parcel 193-330-300; it was subsequently renumber to 193-330-400.
 (3) This parcel is identified in the Pilot reimbursement agreement as parcel 193-320-160; it was subsequently renumber to 193-320-260.

Pilot Sewer Reimbursement Fee Project Area



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196-03

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MAPPING/GIS
 0 200 400 600
 Feet

LEGEND
 Example of a Standard Assessor Parcel Number (APN)
000-000-00
 District Parcel Parcel Number

R.M. = Revested Subdivision Map
 P.M. = Revested Parcel Map
 R.S. = Revested Survey Map

Williamson Act Parcel
 Assessors Book Boundary

A - R.S. Bk. 20 Pg. 038
B - P.M. Bk. 11 Pg. 182
C - P.M. Bk. 09 Pg. 208
D - P.M. Bk. 31 Pg. 121
E - P.M. Bk. 21 Pg. 144
F - P.M. Bk. 23 Pg. 048

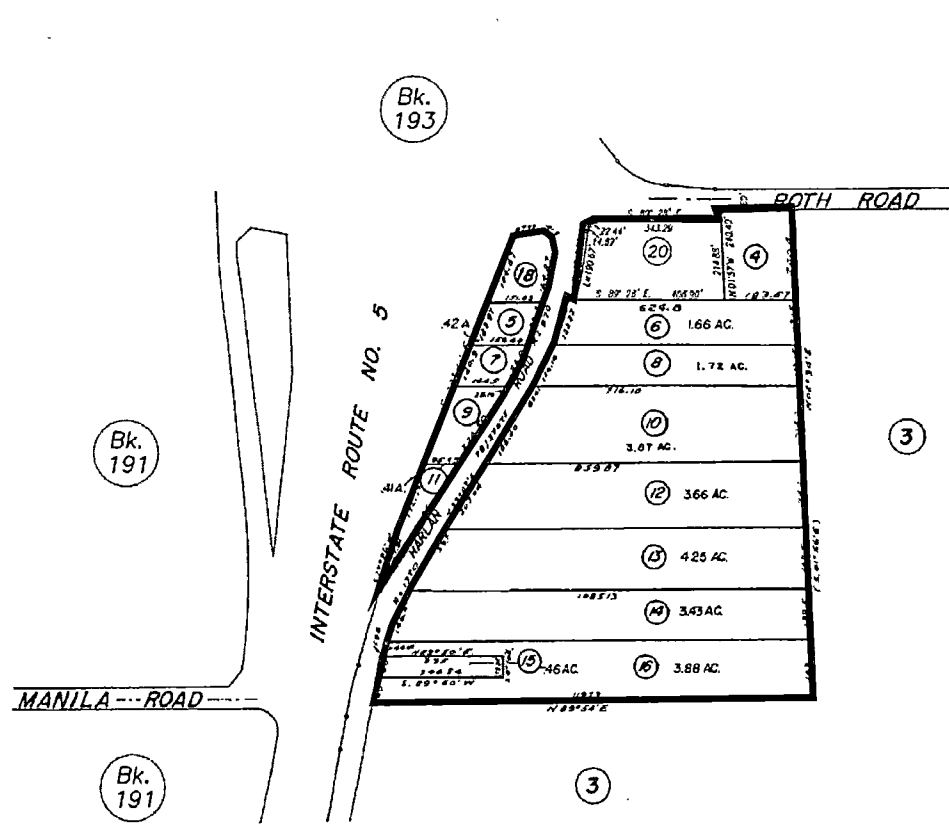
ROLL YEAR	PARCEL #	PAGE #
03-04	11	-
99-00	15	-
99-00	17	-
01-02	23	-
05-06	24	-
06-07	27	-
09-10	29	-
13-14	31	-

BK. 196 PG. 03
 COUNTY OF
SAN JOAQUIN, CA
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 Assessor Mapping 2018

POR. N.E.1/4 SEC. 14, T.1S.R.6E., M.D.B.&M.

THIS MAP IS FOR
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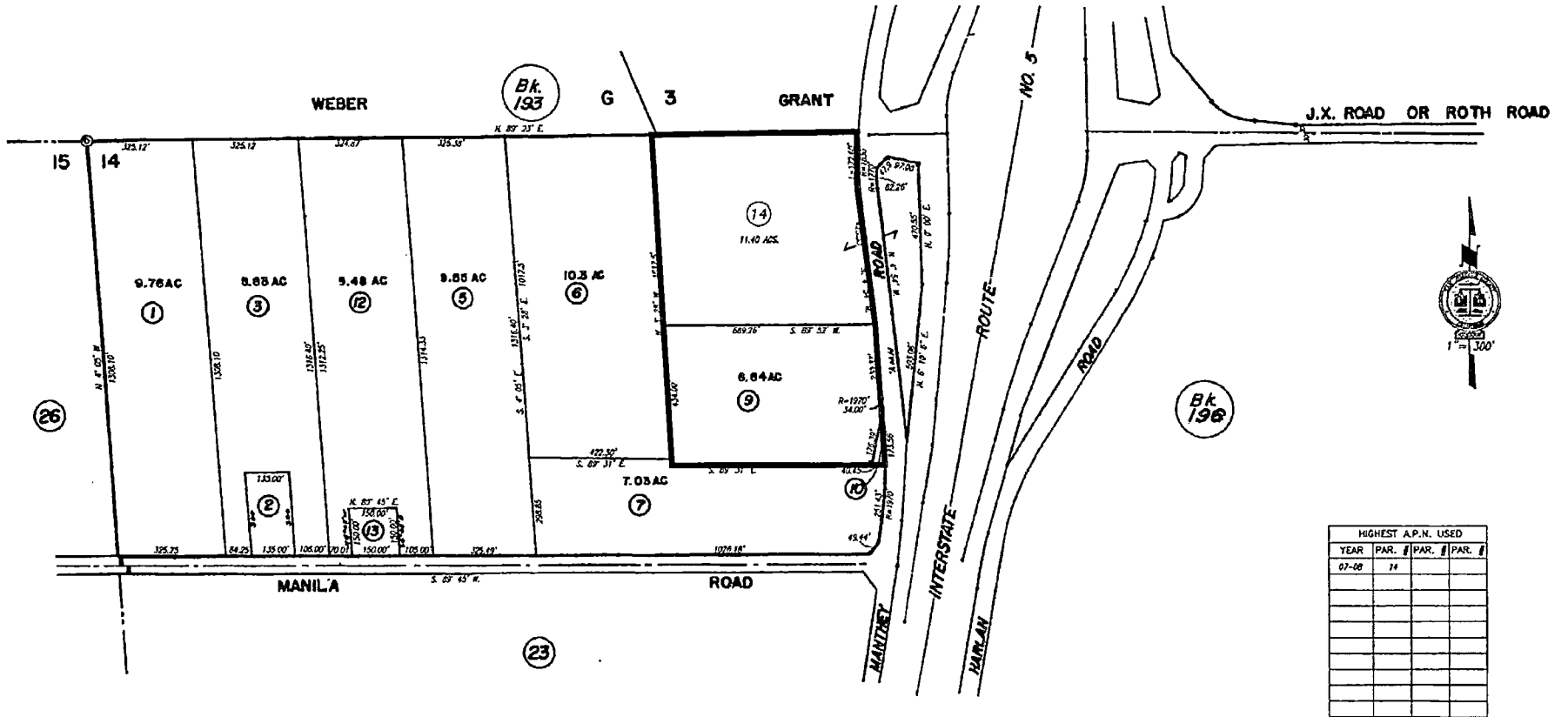
196-02



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
93-94	17		
04-05	20		

CITY OF LATHROP
Assessor's Map Bk.196 Pg.02
County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

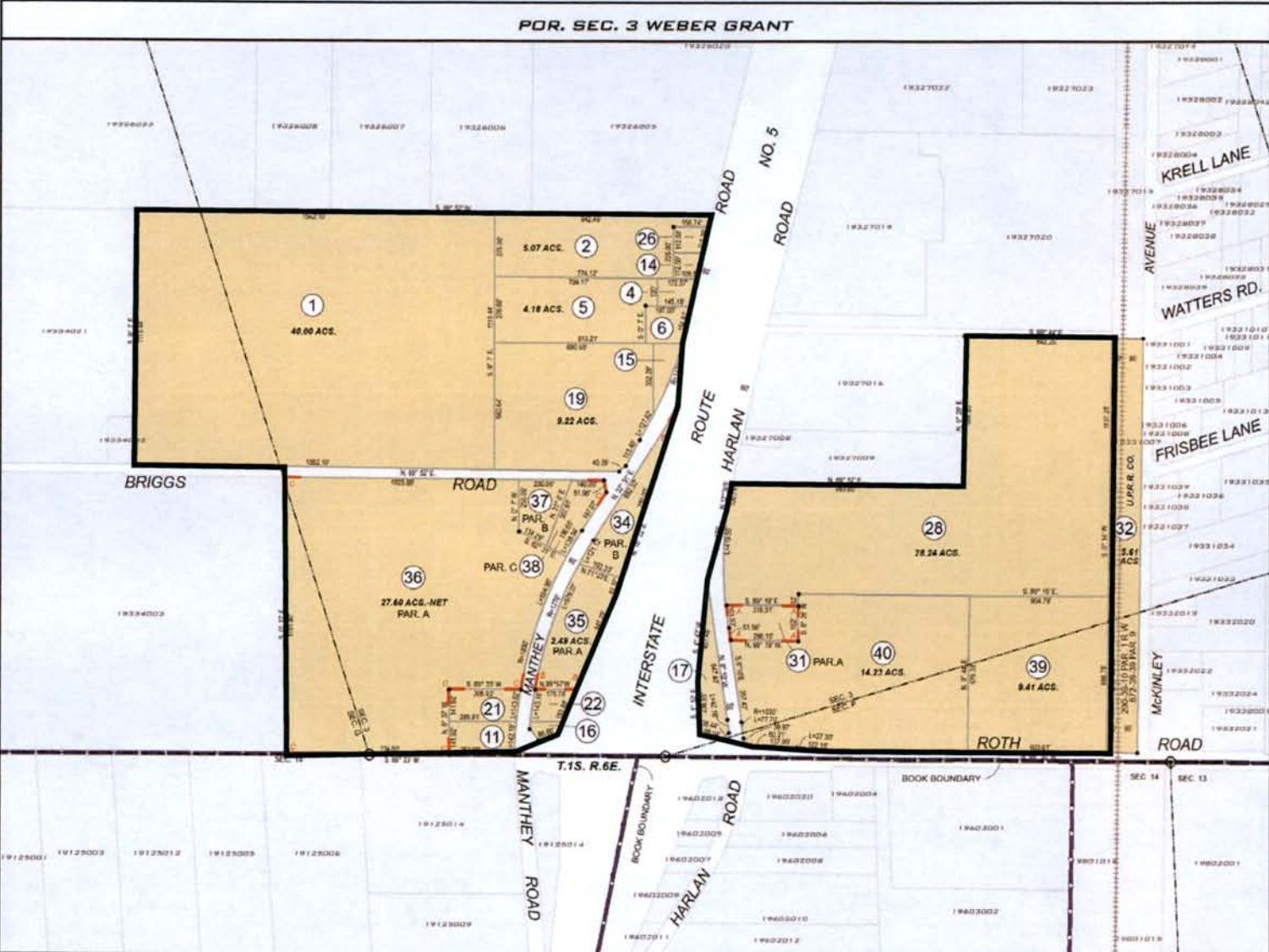


HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
07-08	14		

Assessor's Map Bk.191 Pg.25
County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

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193-33

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MAPPING/GIS
 0 100 200 300 400 Feet

LEGEND
 Example of a Standard Assessor Parcel Number (APN)
000-000-00
 Book Page Parcel Number

R.M. = Recorded Subdivision Map
 P.M. = Recorded Parcel Map
 R.S. = Recorded Survey Map

Williamson Act Parcel
 Assessors Book Boundary

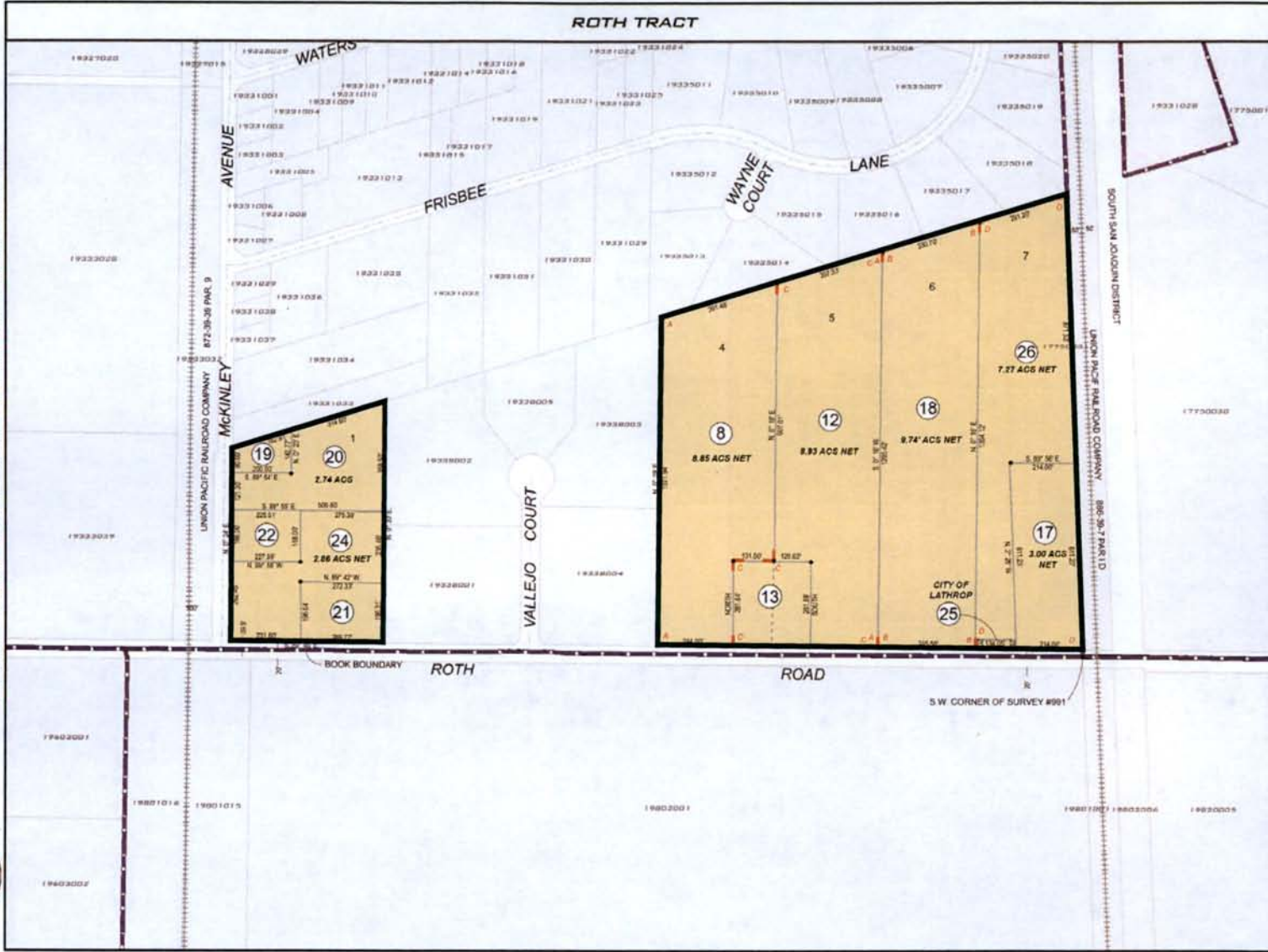
A - P.M. Sk. 04 Pg. 109
 B - P.M. Sk. 07 Pg. 061
 C - P.M. Sk. 09 Pg. 222

SAN JOAQUIN COUNTY
 ADDRESSES PARCEL NUMBER ISSUED PER ROLL YEAR

ROLL YEAR	PAR. #	PAR. #
80-81	35	-
82-84	38	-
18-19	40	-
-	-	-
-	-	-
-	-	-

BK. 193 PG. 33
COUNTY OF SAN JOAQUIN, CA
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 ASSESSOR MAPPING/2018

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193-32

THIS MAP IS FOR A FISCAL YEAR AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE COUNTY OF SAN JOAQUIN IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS MAP.

MAPPING/GIS

0 100 200 300 Feet

LEGEND

Example of a Standard Assessor Parcel Number (APN)
000-000-00
 Book Page Parcel Number

R.M. = Recorded Subdivision Map
 F.M. = Reverted Parcel Map
 R.S. = Recorded Survey Map

Williamson Act Parcel
 Assessors Book Boundary

A - R.M. Bk. 07 Pg. 195
 B - R.M. Bk. 11 Pg. 062
 C - R.M. Bk. 10 Pg. 188
 D - R.M. Bk. 11 Pg. 187

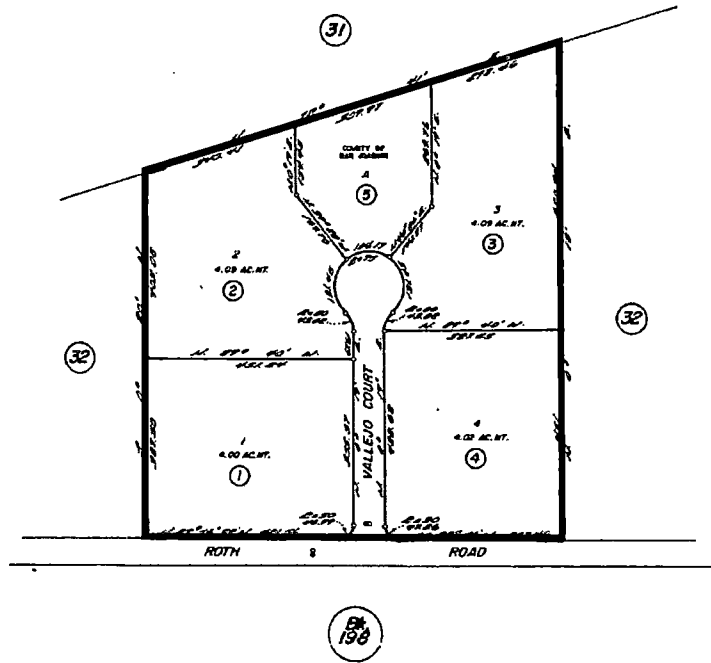
SAN JOAQUIN COUNTY			
ASSESSORS PARCELS			
NUMBER ISSUED PER			
ROLL YEAR			
ROLL	PAR. #	PAR. #	
80-81	09	-	
82-83	15	-	
83-84	17	-	
85-89	18	-	
94-95	20	-	
02-03	24	-	
2002-1	28	-	

BK. 193 PG. 32
 COUNTY OF
SAN JOAQUIN, CA
 ALL RIGHTS RESERVED
 COPYRIGHT COUNTY OF SAN JOAQUIN
 ASSESSOR MAPPING/GIS 2019

VALLEJO COURT

THIS MAP FOR
ASSESSMENT USE ONLY

193 - 38



R. M. Bk. 27 Pg. 88

NOTE - Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 193 - Pg. 38

Table C - 1
DPIF CA 1 Lathrop, LLC
Gravity Sewer Main Cost Allocation

Costs
 \$1,089,214 Costs based on paid invoices
\$4,792 Cost to establish CFF
 \$1,094,006 Actual Total
 \$ (195,759) Unreimbursable
 \$898,247 Reimbursable

APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	Wastewater Generation (gpd)	Percent (%) of Total Wastewater Generation	Cost Allocation
Unreimbursable - DPIF¹							
198-100-230-000	2131 E Louise	32.31	Limited Industrial	900	29,079	17.9%	\$ 195,759
Total - Unreimbursable							\$ 195,759
Reimbursable							
198-080-320	16178 S McKinley	0.88	Commercial Service	1200	1,056	0.6%	\$ 7,109
198-080-330	16188 S McKinley	0.08	Commercial Service	1200	99	0.1%	\$ 666
198-100-010	16175 S McKinley	2.12	Commercial Service	1200	2,544	1.6%	\$ 17,126
198-100-020	16263 S McKinley	5.00	Commercial Service	1200	6,000	3.7%	\$ 40,392
198-100-030	16351 S McKinley	6.33	Commercial Service	1200	7,596	4.7%	\$ 51,136
198-100-040	1631 E Louise	1.51	Commercial Service	1200	1,812	1.1%	\$ 12,198
198-100-050	1629 E Louise	1.50	Commercial Service	1200	1,800	1.1%	\$ 12,118
198-100-060	1683 E Louise	1.62	Commercial Service	1200	1,941	1.2%	\$ 13,067
198-100-070	1695 E Louise	1.90	Commercial Service	1200	2,286	1.4%	\$ 15,389
198-100-090	16490 E McKinley	0.15	Commercial Service	1200	180	0.1%	\$ 1,212
198-100-100	1909 E Louise	3.45	Commercial Service	1200	4,140	2.5%	\$ 27,870
198-100-110	16300 S McKinley	5.00	Commercial Service	1200	6,000	3.7%	\$ 40,392
198-100-120	16200 S McKinley	5.89	Commercial Service	1200	7,068	4.3%	\$ 47,582
198-100-130	16190 S McKinley	4.08	Commercial Service	1200	4,896	3.0%	\$ 32,960
198-100-150	2075 E Louise	0.16	Commercial Service	1200	191	0.1%	\$ 1,286
198-100-180	2445 E Louise	16.45	Limited Industrial	900	14,805	9.1%	\$ 99,667
198-100-190	2001 E Louise	6.78	Commercial Service	1200	8,136	5.0%	\$ 54,771
198-100-200	1919 E Louise	2.12	Commercial Service	1200	2,544	1.6%	\$ 17,126
198-140-130	1700 E Louise	9.68	Commercial Service	1200	11,616	7.1%	\$ 78,199
198-140-140	1644 E Louise	3.13	Commercial Service	1200	3,756	2.3%	\$ 25,285
198-140-150	1608 E Louise	3.23	Commercial Service	1200	3,876	2.4%	\$ 26,093
198-160-010	1850 E Louise	13.74	Commercial Service	1200	16,488	10.1%	\$ 110,997
198-160-020	2050 E Louise	20.50	Commercial Service	1200	24,600	15.1%	\$ 165,607
Total - Reimbursable							\$ 898,247

(1) Parcel 198-100-230 is owned by DPIF CA 1 Lathrop, LLC. This developer will receive fee credits and reimbursement for sewer facility oversizing

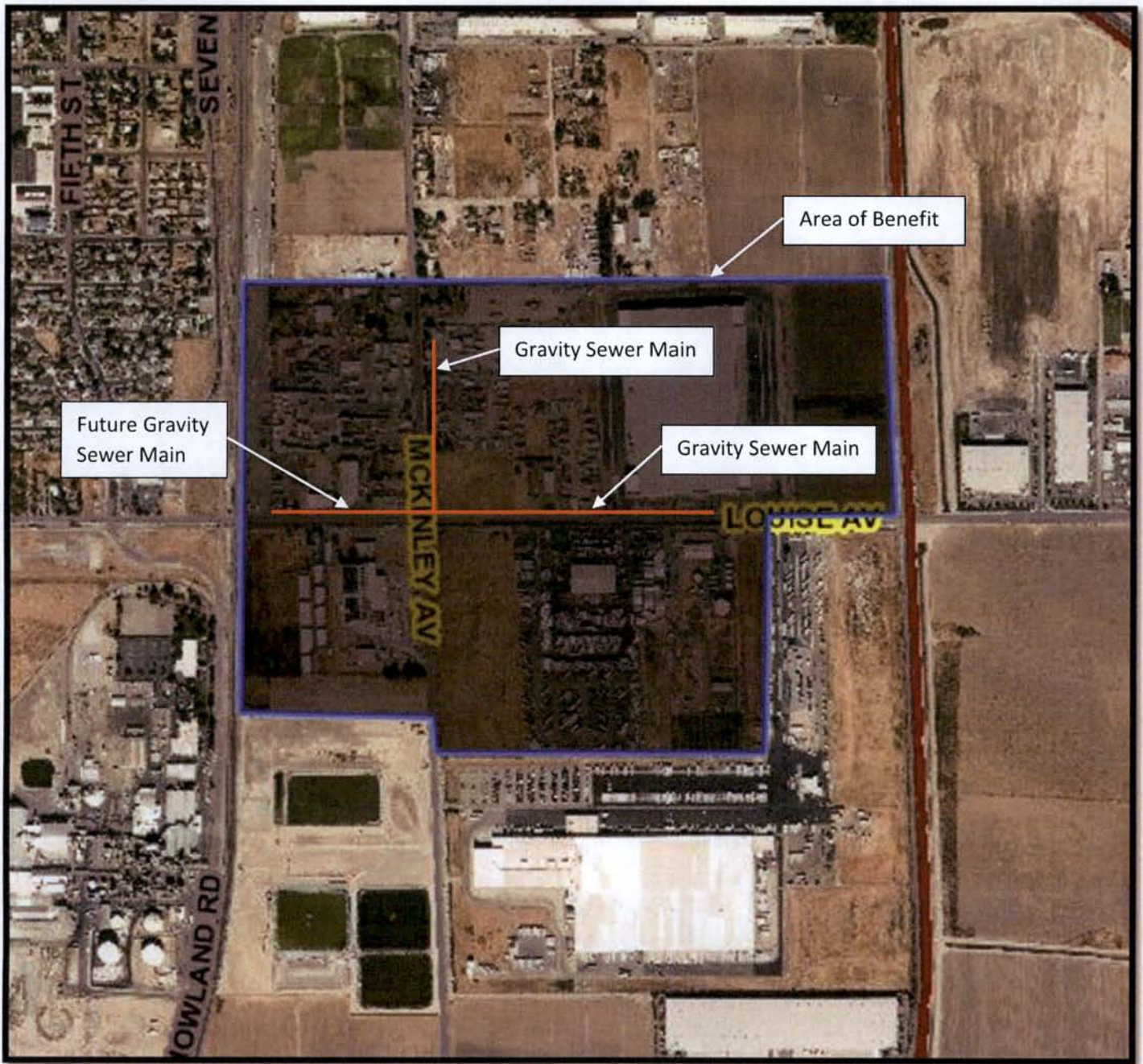
Table C - 2
DPIF CA 1 Lathrop, LLC
Future Gravity Main Cost Allocation

Costs
 \$431,367 Total Future Sewer Cost
 -\$77,188 Unreimbursable
 \$354,179 Allocation to Future Development

APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	Wastewater Generation (gpd)	Percent (%) of Total Wastewater Generation	Cost Allocation
Unreimbursable - DPIF¹							
198-100-230-000	2131 E Louise	32.31	Limited Industrial	900	29,079	17.9%	\$ 77,188
Total - Unreimbursable							\$ 77,188
Reimbursable							
198-080-320-000	16178 S McKinley	0.88	Commercial Service	1200	1,056	0.6%	\$ 2,803
198-080-330-000	16188 S McKinley	0.08	Commercial Service	1200	99	0.1%	\$ 263
198-100-010-000	16175 S McKinley	2.12	Commercial Service	1200	2,544	1.6%	\$ 6,753
198-100-020-000	16263 S McKinley	5.00	Commercial Service	1200	6,000	3.7%	\$ 15,927
198-100-030-000	16351 S McKinley	6.33	Commercial Service	1200	7,596	4.7%	\$ 20,163
198-100-040-000	1631 E Louise	1.51	Commercial Service	1200	1,812	1.1%	\$ 4,810
198-100-050-000	1629 E Louise	1.50	Commercial Service	1200	1,800	1.1%	\$ 4,778
198-100-060-000	1683 E Louise	1.62	Commercial Service	1200	1,941	1.2%	\$ 5,153
198-100-070-000	1695 E Louise	1.90	Commercial Service	1200	2,286	1.4%	\$ 6,068
198-100-090-000	16490 E McKinley	0.15	Commercial Service	1200	180	0.1%	\$ 478
198-100-100-000	1909 E Louise	3.45	Commercial Service	1200	4,140	2.5%	\$ 10,989
198-100-110-000	16300 S McKinley	5.00	Commercial Service	1200	6,000	3.7%	\$ 15,927
198-100-120-000	16200 S McKinley	5.89	Commercial Service	1200	7,068	4.3%	\$ 18,761
198-100-130-000	16190 S McKinley	4.08	Commercial Service	1200	4,896	3.0%	\$ 12,996
198-100-150-000	2075 E Louise	0.16	Commercial Service	1200	191	0.1%	\$ 507
198-100-180-000	2445 E Louise	16.45	Limited Industrial	900	14,805	9.1%	\$ 39,299
198-100-190-000	2001 E Louise	6.78	Commercial Service	1200	8,136	5.0%	\$ 21,596
198-100-200-000	1919 E Louise	2.12	Commercial Service	1200	2,544	1.6%	\$ 6,753
198-140-130-000	1700 E Louise	9.68	Commercial Service	1200	11,616	7.1%	\$ 30,834
198-140-140-000	1644 E Louise	3.13	Commercial Service	1200	3,756	2.3%	\$ 9,970
198-140-150-000	1608 E Louise	3.23	Commercial Service	1200	3,876	2.4%	\$ 10,289
198-160-010-000	1850 E Louise	13.74	Commercial Service	1200	16,488	10.1%	\$ 43,766
198-160-020-000	2050 E Louise	20.5	Commercial Service	1200	24,600	15.1%	\$ 65,299
Total - Reimbursable							\$ 354,179

(1) Parcel 198-100-230-000 is owned by DPIF CA 1 Lathrop, LLC. This developer will receive fee credits and reimbursement for sewer facility oversizing

DPIF Project Location and Fee Area



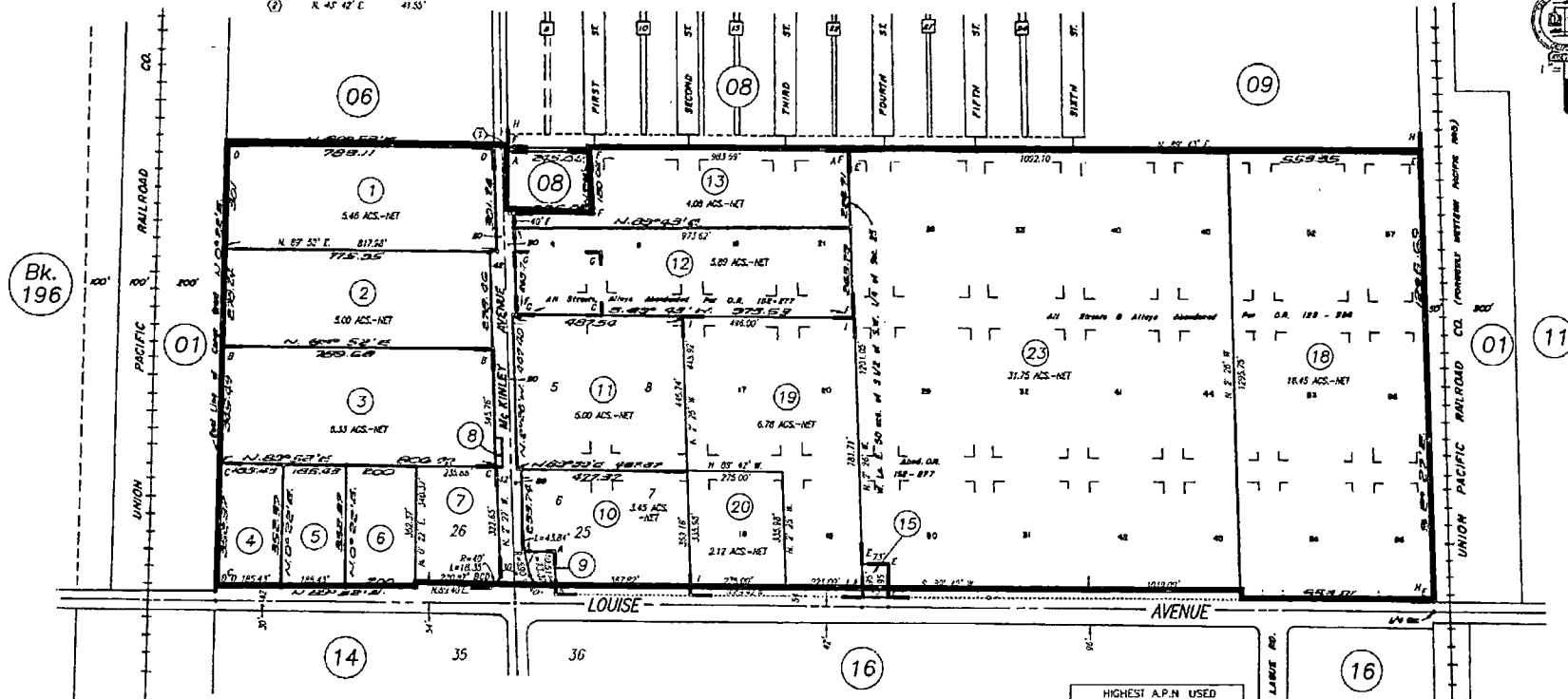
POR. SEC. 25 & 26 T.1S. R.6E., M.D.B.&M.
 - POR. SOUTHERN PACIFIC ADDITION
 - POR. SOUTHERN PACIFIC ADDITION (AMENDED)

THIS MAP IS FOR
 ASSESSMENT USE ONLY

198-10



	Bearing	Length
①	S 7° 20' E	6.18'
②	R. 45° 42' E	41.53'



Bk. 196

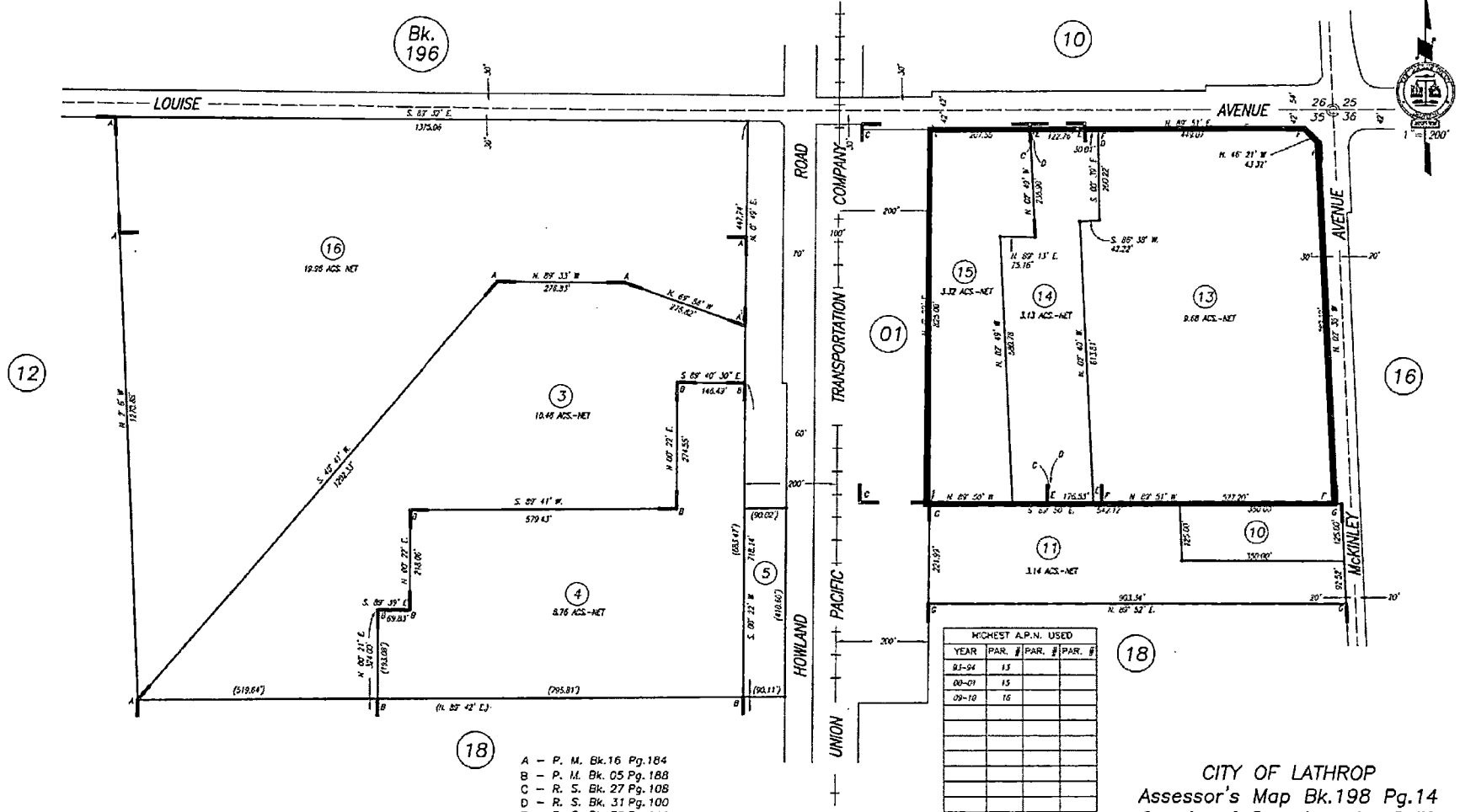
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NOTE: Assessor's Parcel Numbers Shown in Circles.
 Assessor's Black Numbers Shown in Ellipses.

- A - R. S. Bk. 22 Pg. 171 & P.M. Bk. 03 Pg. 101
- B - R. S. Bk. 26 Pg. 095 & P.M. Bk. 07 Pg. 129
- C - P. M. Bk. 11 Pg. 059 & P.M. Bk. 11 Pg. 116
- D - R. S. Bk. 18 Pg. 122
- E - P. M. Bk. 11 Pg. 137 & R.S. Bk. 14 Pg. 003
- F - P. M. Bk. 11 Pg. 163
- G - R. S. Bk. 24 Pg. 036
- H - R. M. Bk. 02 Pg. 047 & R.M. Bk. 25 Pg. 026
- I - P. M. Bk. 23 Pg. 042

HIGHEST A.P.N USED			
YEAR	PAR. #	PAR. #	PAR. #
05-04	18		
05-06	20		
05-07	22		
17-18	23		

CITY OF LATHROP
 Assessor's Map Bk.198 Pg.10
 County of San Joaquin, Calif.



- 18
- A - P. M. Bk. 16 Pg. 184
 - B - P. M. Bk. 05 Pg. 188
 - C - R. S. Bk. 27 Pg. 108
 - D - R. S. Bk. 31 Pg. 100
 - E - R. S. Bk. 30 Pg. 144
 - F - R. S. Bk. 30 Pg. 092
 - G - P. M. Bk. 05 Pg. 189

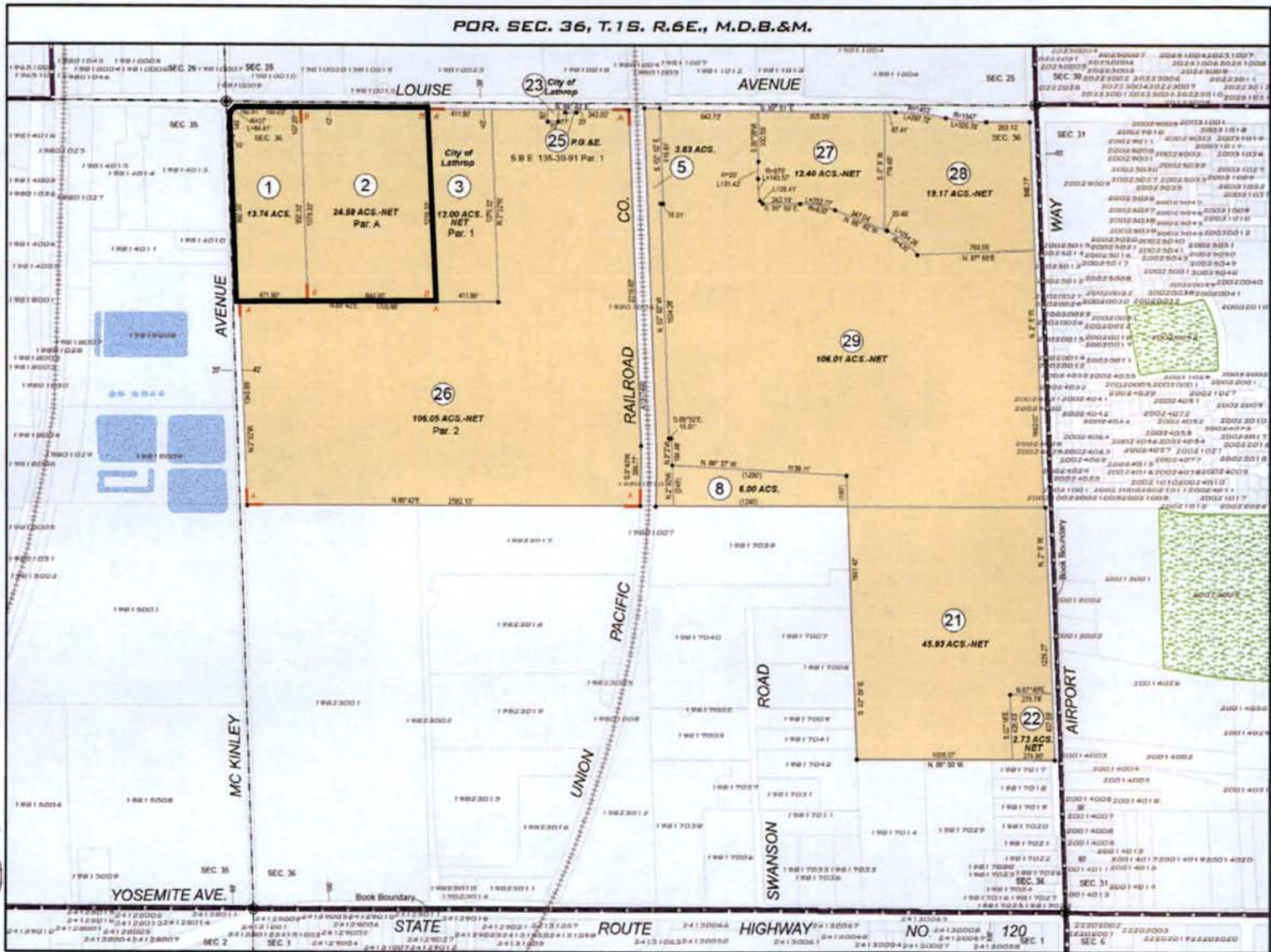
HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
81-84	13		
00-01	15		
09-10	16		

CITY OF LATHROP
Assessor's Map Bk. 198 Pg. 14
County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

93-94

DISCLAIMER
 The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s).



PDR. SEC. 36, T.1S. R.6E., M.D.B.&M.

198-16

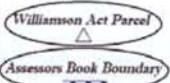
THIS MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT FOR THE PURPOSE OF DETERMINING LEGAL BOUNDARIES, RIGHTS, INTERESTS, EASEMENTS AND THE EXACT LOCATION OF LATER SURVEYS.



MAPPING/GIS
 0 150 300 450 600
 Feet

LEGEND

Example of a Standard Assessor Parcel Number (APN)
000-000-00
 Book Page Parcel Number
 R.M. = Recorded Subdivision Map
 P.M. = Recorded Parcel Map
 R.S. = Recorded Survey Map



A - R.S. Bk. 31 Pg. 048
 B - R.S. Bk. 26 Pg. 096

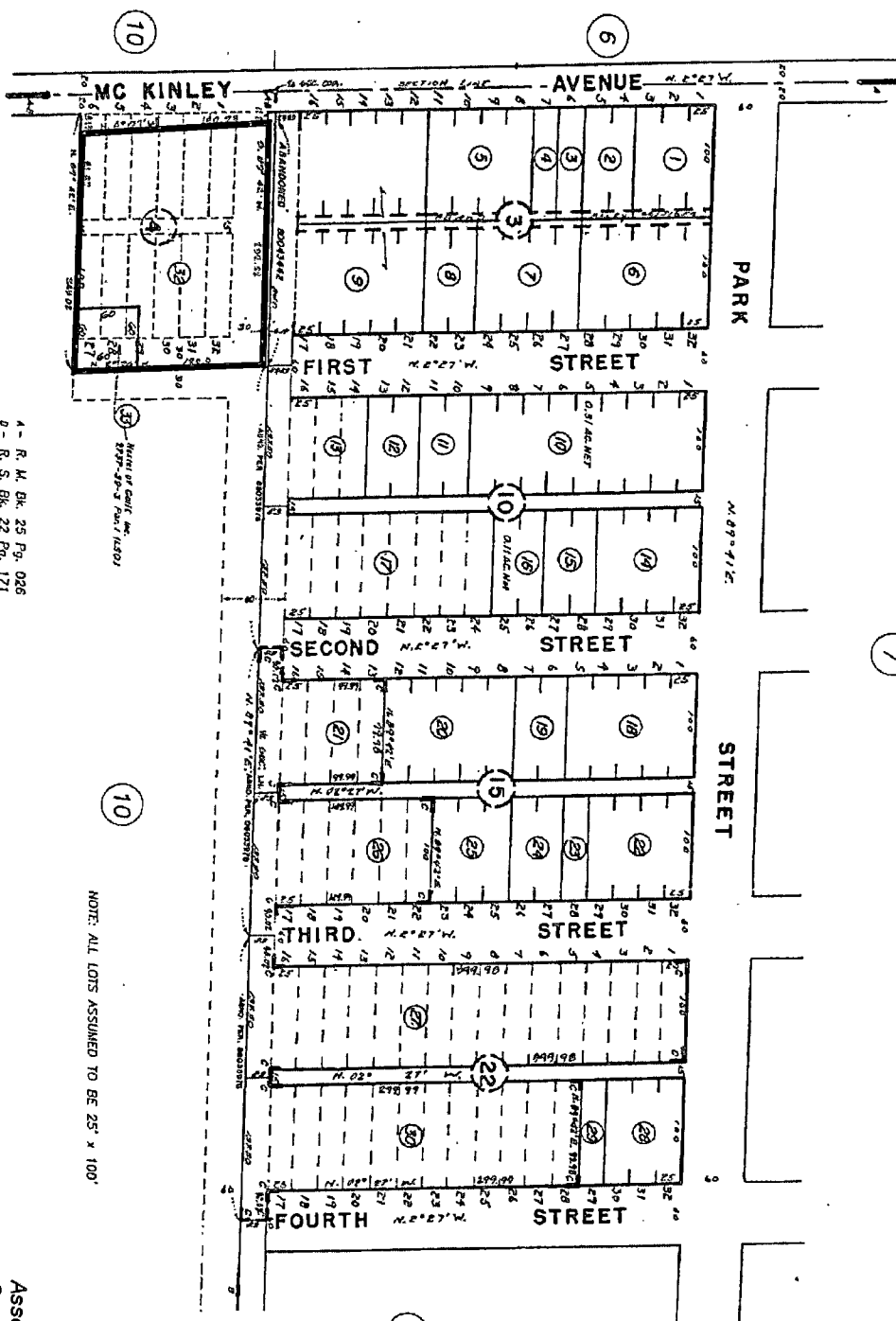
SAN JOAQUIN COUNTY ASSESSORS OFFICE NUMBERED ISSUED PER BILL YEAR		
BILL YEAR	PAR. #	PAR. #
93-94	11	-
95-96	12	-
97-98	14	-
99-00	17	-
07-08	24	-
15-16	26	-
17-18	29	-

BK. 198 PG. 16
 COUNTY OF
 SAN JOAQUIN, CA
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 COPYRIGHT COUNTY OF SAN JOAQUIN
 Assessor Mapping/GIS 2018

SOUTHERN PACIFIC ADDITION

THIS MAP IS FOR
ASSESSMENT USE ONLY

198-08



- A - R. M. Bk. 25 Pg. 026
- D - R. S. Bk. 22 Pg. 171
- C - R. S. Bk. 32 Pg. 149

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

NOTE: ALL LOTS ASSUMED TO BE 25' x 100'

YEAR	HIGHEST A.P.N. USED	
	PAR. #	PAR. #
19-20	11	11
20-21		
21-22		
22-23		
23-24		
24-25		
25-26		
26-27		
27-28		
28-29		
29-30		

CITY OF LATHROP
Assessor's Map Bk. 198 Pg. 08
County of San Joaquin, Calif.

07-08

APPENDIX D

CFT NV Cost Allocation Table & Sewer Project and Fee Area Location Maps

Table D - 1
CFT NV Developments, LLC
Gravity Sewer Main Cost Allocation

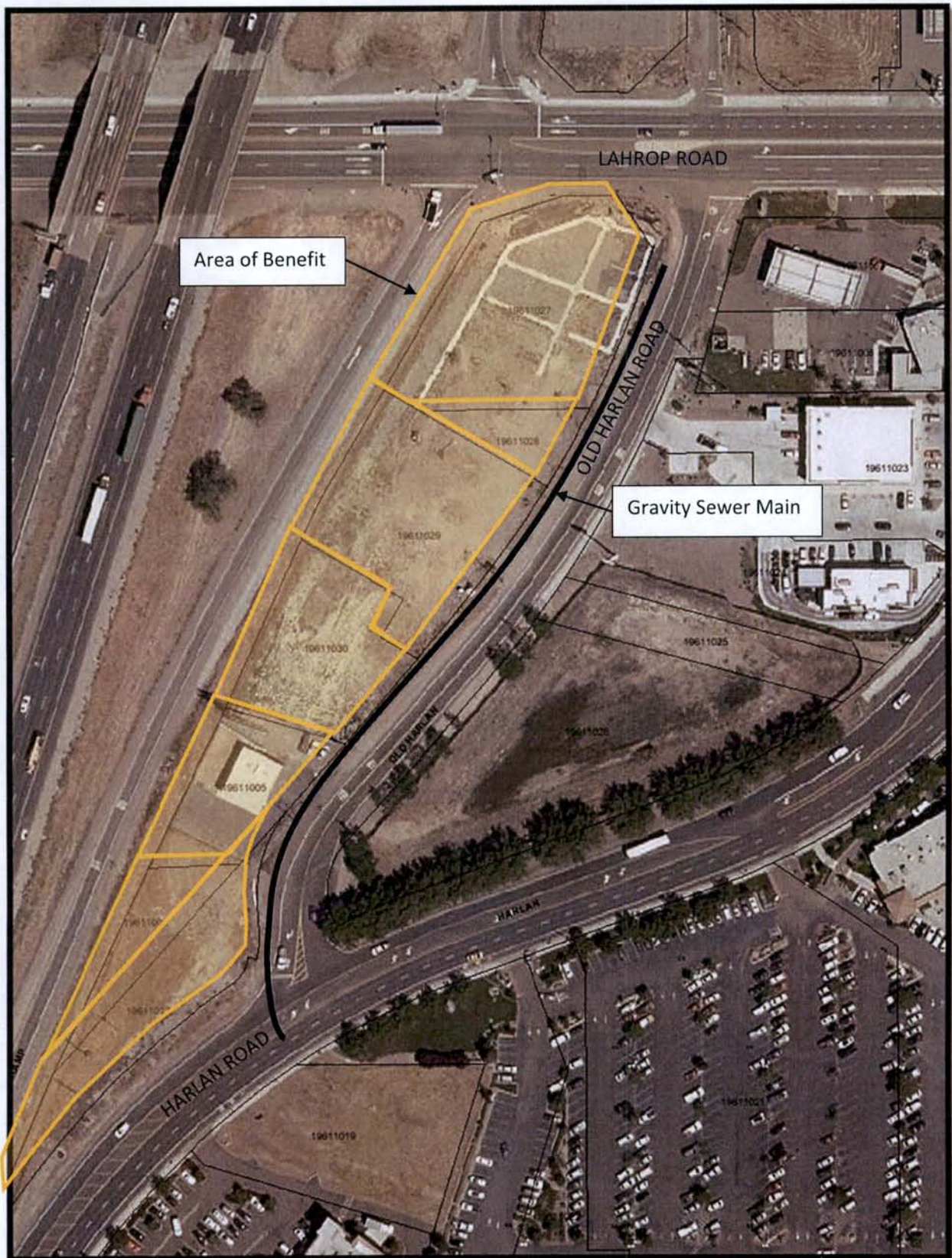
Costs	
\$260,337	Costs based on paid invoices
<u>\$4,715</u>	Cost to establish CFF
\$265,052	Actual Total
<u>(\$80,344)</u>	Unreimbursable
\$184,708	Reimbursable Cost

Current Parcel Listing and Fair Share Allocation

APN	Address	Area (acre)	General Plan Land Use Classification	Wastewater Generation Factor (gpd/acre)	Wastewater Generation (gpd)	Percent of Total Wastewater Generation	Cost Allocation
Unreimbursable - CFT NV¹							
196-110-270	15099 Old Harlan RD	0.83	Community Commercial	590	490	25.9%	\$68,748
196-110-280	15099 Old Harlan RD	0.14	Community Commercial	590	83	4.4%	\$11,596
Total - Unreimbursable		0.97				30.3%	\$80,344
Reimbursable							
196-110-290	15099 Old Harlan RD	0.69	Community Commercial	590	407	21.6%	\$57,152
196-110-300	15099 Old Harlan RD	0.49	Community Commercial	590	289	15.3%	\$40,586
196-110-050	15151 Old Harlan RD	0.36	Community Commercial	590	212	11.3%	\$29,818
196-110-060	15215 Old Harlan RD	0.22	Community Commercial	590	130	6.9%	\$18,222
196-110-170	15235 Old Harlan RD	0.47	Community Commercial	590	277	14.7%	\$38,930
Total - Reimbursable		2.23			1,888	69.7%	\$184,708

(1) Parcels 196-110-270 and 196-110-028 are owned by CFT NV, Developments, LLC. This developer will receive fee credits and reimbursement for sewer facility oversizing.

CFT NV Sewer Project and Fee Area



**ITEM: BIENNIAL BUDGET FISCAL YEAR (FY) 2019 – 2020
MID-YEAR REPORT**

RECOMMENDATION: Adopt a Resolution Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget Fiscal Year 2019/20 and 2020/21 and Related Budget Augmentation Requests and Staffing Requests

SUMMARY:

As part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2020). The financial review as of December 31, 2019 provides a mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2019 measures the budget's adherence to the Adopted Budget. The primary focus of the report is on the General Fund, which accounts for a majority of the City's basic administrative operations.

At Mid-Year, a \$289,950 appropriation adjustment is proposed for the General Fund to align the City's expenditures with its current operating needs. The additional expenditures include increased cost for state mandated closed captioning, legal ad expenses, police department relocations cost in IT, cyber security software, security upgrades at the Generation Center, Senior Center and Community Center, July 1st Celebration costs, Parks and Recreation Master Plan costs, and construction costs for Sangalang Park. In addition, Sales Tax revenue is performing better than expected. Therefore, Staff proposes increasing Sales Tax revenue by \$300,000. Overall, the proposed Mid-Year adjustments will increase the ending General Fund Balance by \$17,000. The ending General Fund Balance at June 30, 2020 is projected to be \$8.3 million.

Staff recommends that the City Council:

1. Amend Year 1 (FY 2020) of the Adopted Biennial Budget for various funds and projects as identified in Attachment B.
2. Approve/Amend Job Descriptions for the following positions:
 - a. Land Development Manager (new) (Attachment C)
 - b. Administrative Technician I/II (new) (Attachment D)
 - c. Finance Manager (new) (Attachment E)
 - d. Chief Information Officer (new) (Attachment F)
 - e. Chief Building Official (amend) (Attachment G)

3. Approve the following Reorganization:
 - a. Reclassifications:
 - i. Reclassify the Sr. Management Analyst in the Public Works Department to a Finance Manager and Reassign to the Finance Department.
 - ii. Reclassify the Information Technology Manager to a Chief Information Officer.
 - b. Additional Positions:
 - i. Add an Administrative Technician I/II (1.0 FTE) to the Finance Department.
 - ii. Add an Administrative Assistant I/II (1.0 FTE) to the Code Enforcement Division

4. Amend the City's Grade Step Table (Attachment H):
 - a. Revised minimum wage to comply with State mandated standards for eligible classification.
 - b. Add proposed new positions.

BACKGROUND:

As part of the Biennial Budget process approved by Council, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2020). The Mid-Year Budget Report as of December 31, 2019 provides a mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2019 measures the budget's adherence to the Adopted Budget. In limited instances, budget actions are recommended in this report to address unforeseen events at the time the budget document was produced and adopted.

The Mid-Year Budget Report for FY 2020 is presented in two categories:

- **General Fund Mid-Year Status:** provides an overview of the general fund revenue, expenditures, and fund balance performance compared to the fiscal plan.
- **Mid-Year Requests:** summarizes staff's recommendations to amend the fiscal plan to address program needs or perform technical adjustments.

General Fund Mid-Year Status

Most of the City's administrative expenditures are supported by the General Fund. After six months' experience in Year 1 of the Biennial Budget, overall, the General Fund is tracking within budgeted levels and is anticipated to end the year as projected.

Revenues:

Overall, staff is projecting General Fund revenues will finish the year at \$30.3 million. Sales Tax revenue is performing better than expected, therefore, Staff is recommending increasing Sales Tax Revenue by \$300,000 in FY 2020. Current revenue trends in Property Tax and Sales Tax seem favorable and will be evaluated at the end of Year 1 (FY 2020) to recommend additional adjustments to projections if needed.

Expenditures:

General Fund expenditures are greater than the amended budget level with an increase of \$289,950. Expenditures have increased as a result of unanticipated costs including: state mandated closed captioning expenses, legal advertising expenses, police department relocations cost in IT, cyber security software, security upgrades at the Generation Center, Senior Center and Community Center, July 1st Celebration costs, Parks and Recreation Master Plan costs, and construction costs for Sangalang Park.

GF Reserves/Fund Balance:

The City's General Fund Reserve provides some flexibility to smooth out economic swings, address one-time priorities, buffer the loss of state and federal revenues, and temporarily support City operations in the event of a catastrophic event (such as an earthquake, flood, fire or power loss). At Year-End for FY 2019, staff reported a General Fund Reserves balance of \$8.3 million. Staff is projecting the General Fund Reserves balance to remain stable at \$8.3 million at the end of FY 2020.

Mid-Year Requests

As part of the Biennial Budget process approved by Council in June 2019, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2020). The Mid-Year Budget Report includes budget amendments reflecting changes to revenues, expenses and staffing in the first six months of Year 1 (FY 2020). Adjustments to the fiscal plan are grouped by Staffing; Program/Project Requests; and Technical Adjustments.

Staffing

Due to recent unforeseen vacancies and the constant search of workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions:

1. Create a Land Development Manager Position (Attachment C) Grade 79 - This action will create a supervisory level engineering position. This position will perform complex professional engineering and program management and will have to have land development, planning, design standards and regulations, construction, utility system/plant and maintenance knowledge. At this time, Staff is proposing creating the position, but will return to Council to fill at a later date.

2. Create and Fund an Administrative Technician I/II Position (Attachment D) Grade 47 and Grade 51 - Staff is proposing centralizing contract administration and purchasing to the Finance Department. Historically, each department has been responsible for managing their own contracts. Centralizing contracts under one department will be more efficient and allow for better management. To assist the department with the increase in contract administration functions and the increase in administrative duties, the Finance Department is requesting an Administrative Technician I/II position. The annual estimated cost of this position is \$89,500. In FY 2020 and FY 2021 this position will be funded from salary savings from currently vacant positions.
3. Create a Finance Manager Position (Attachment E) Grade 74 and Reclassify the Senior Management Analyst in Public Works to a Finance Manager and Reassign to the Finance Department. Staff is proposing centralizing contract administration and purchasing to the Finance Department. Historically, each department has been responsible for managing their own contracts. Centralizing contracts under one department will be more efficient and allow for better management. The Finance Manager will oversee the contract administration function as well as continue to manage all aspects of the development of the City's CIP and Public Works Budget. The annual estimated cost is \$4,500. In FY 2020 and FY 2021 this position will be funded from salary savings from currently vacant positions.
4. Create a Chief Information Officer Position (Attachment F) Grade 81 and Reclassify the Information Technology Manager to a Chief Information Officer. The Chief Information Officer will be a Department Head level position responsible for the City's Information Technology Department. With the installation of License Plate Reader (LPR) and surveillance technology the duties of the Information Technology Manager have increased substantially. The Chief Information Officer will be the chief architect for all City technology. The annual estimated cost is \$9,300. In FY 2020 and FY 2021 this position will be funded from salary savings from currently vacant positions.
5. Update job description of Chief Building Official (Attachment G). Currently, the Chief Building Official position is filled by a consultant. Before hiring a full time Chief Building Official, the City would like to take the opportunity to update the job description to reflect current duties, responsibilities and reporting structure.
6. Add an Administrative Assistant I/II Position to the Code Enforcement Division. The Code Enforcement Division is requesting an Administrative I/II position to assist the Code Enforcement Supervisor with administrative duties within the division, including answering the phone, filing, and entering all cases into the software for more efficient tracking.

Program/Project Requests

The following program/project requests require additional funding from the General Fund to address a specific need:

1. City Clerk: Increase appropriations in the amount of \$5,000 to cover newly mandated closed captioning costs. Increase in advertising for City-wide legal ads in the amount of \$4,000 to cover the remainder of the fiscal year.
2. Information Technology: Increase in professional services in the amount of \$18,000 due to the police department decommissioning and relocation of equipment to the San Joaquin County, Sheriff's office. Increase computer tech support account by \$18,000 to cover new cyber security software. Increase other maintenance and repairs account by \$12,000 to cover security upgrades at the Generation Center, Senior Center and Community Center.
3. Parks and Rec: Increase appropriations by \$29,400 to cover increased expenses associated with additional programming, summer events and the July 1st event.
4. Police Services: Increase machines and equipment account by \$1,450 in order to outfit the electric vehicle that was awarded by the SJVAPC Grant.

GENERAL FUND MID-YEAR REQUESTS SUMMARY			
<i>(in millions)</i>	FY 2020 Amended	FY 2020 Mid-Year	FY 2020 Adopted
Revenue	\$30.0	\$30.3	\$30.3
Expenditures	\$21.7	\$22.0	\$22.0
Fund Balance	\$8.3	\$8.3	\$8.3

Technical Adjustments

These actions are recommended to align the General Fund budget levels with previously approved Council actions or fix inadvertent oversights from the approved Adopted budget as follows:

1. Provide funding via a transfer in the amount of \$155,000 to fund CIP PK19-13 the Parks and Recreation Master Plan.
2. Provide additional funding in the amount of \$10,000 to complete construction drawings associated with CIP PK20-18 Sangalang Park Improvements.

Non-General Fund Adjustments

The budget augmentations that are being proposed by staff for funds outside of the General Fund have been summarized in the table below:

NON GENERAL FUND EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
STREETS FUND - Public Works - Patching Materials	2080-50-10-430-28-00	\$35,000
OTS FUND - Police Services - Special Contracts	2190-40-10-425-10-00	\$9,771
OTS FUND - Police Services - Materials and Supplies	2190-40-10-430-20-00	\$3,379
OTS FUND - Police Services - Miscellaneous Equip.	2190-40-10-430-37-00	\$3,800
OTS FUND - Police Services - Training and Travel	2190-40-10-435-20-00	\$11,150
OTS FUND - Police Services - Machines and Equip.	2190-40-10-450-20-00	\$7,000
OTS FUND - Police Services - Vehicles	2190-40-10-450-30-00	\$30,000
CFF STORM DRAIN FUND - Developer Reimbursement	2280-80-00-440-50-00	\$243,763
CROSSROADS SD FUND - Improvement Nonstructure	2500-50-21-450-38-00	\$4,286
STORM DRAIN FUND - Improvement Nonstructure	2510-50-20-450-38-00	\$14,500
MOSSDALE CFD 2004-1 FUND - Improvement Nonstructure	2570-50-20-450-38-00	\$16,000
PARKS CIP - PK19-13 - Parks Master Plan	3010-80-00-420-01-00	155,000
PARKS CIP - PK20-18 - Sangalang Park	3010-80-00-420-12-00	10,000
STREETS CIP - PS18-03 - Traffic Signal GVP and Lathrop Rd	3310-80-00-420-12-00	180,000
DEVELOPER PROJECT FUND - 19-01-38- Professional Services	4150-89-99-420-01-00	40,000
DEVELOPER PROJECT FUND - 19-01-12- Professional Services	4150-89-99-420-01-00	91,287
SEWER FUND - Public Works - Professional Services	6080-50-34-420-01-00	(91,287)
SEWER FUND - Public Works - Other Maint. and Repairs	6080-50-34-420-75-00	\$16,500

Special Revenue

1. Streets Fund (Streets Fund – increase \$35,000): The City requests an appropriation increase of \$35,000 for patching materials associated with roadway maintenance and repairs.
2. Streets CIP (Streets CIP – increase \$180,000): The City requests an appropriation increase of \$180,00 for CIP, PS18-03 Traffic Signal; Golden Valley Parkway and Lathrop Rd.

Special Revenue – Grants

1. Office Traffic Safety (OTS) Grant (Police Services – increase \$65,100): The Lathrop Police Services Department was awarded OTS funds that were not included in the originally adopted budgeted. As a result, this action will amend the budget to acknowledge these additional funds.

REASON FOR RECOMMENDATION:

The Mid-Year Budget Report provides an opportunity to make adjustments in order to be in alignment with the budget forecast.

FISCAL IMPACT:

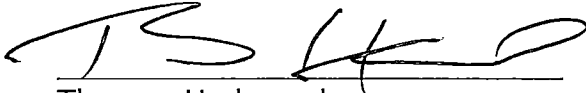
The Mid-Year Budget Report provides the City Council a periodic update on the City's Biennial Budget FY 2019/20 & 2020/21. There are no fiscal impacts associated with the recommended staffing requests due to existing salary savings from vacant positions. Program and project requests totaling \$915,099 are recommended to be funded from the sources identified in the budget amendments attachment.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget 2019/20 and 2020/21 and Related Staffing Requests
- B. Recommended Budget Amendments for Year 1 of the Biennial Budget FY2019/20
- C. Job Description: Land Development Manager
- D. Job Description: Administrative Technician I/II
- E. Job Description: Finance Manager
- F. Job Description: Chief Information Officer
- G. Job Description: Chief Building Official
- H. Grade Step Table, Effective 1/1/2020

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING**

APPROVALS:



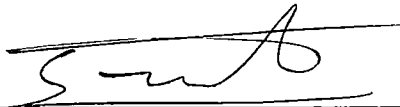
Thomas Hedegard
Accounting Manager

3/4/20
Date



Cari James
Director of Finance

3/4/2020
Date



Salvador Navarrete
City Attorney

3-4-2020
Date



Stephen Salvatore
City Manager

3-4-2020
Date

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE MID-YEAR BUDGET REPORT FOR YEAR 1 OF THE
BIENNIAL BUDGET 2019/20 AND 2020/21 AND RELATED BUDGET
AUGMENTATION REQUESTS AND STAFFING REQUESTS**

WHEREAS, the City Council of the City of Lathrop adopted the Biennial Budget for Fiscal Year 2019/20 and 2020/21 on June 12, 2019 by Resolution No. 19-4591; and

WHEREAS, Staff proposes amendments to expenditures to more accurately project estimates for activity in the General Fund; and

WHEREAS, the proposed Mid-Year Report recommends increasing General Fund Expenditures by \$289,950 to support increased cost for state mandated closed captioning, legal ad expenses, police department relocations cost in IT, cyber security software, security upgrades at the Generation Center, Senior Center and Community Center, July 1st Celebration costs, Parks and Recreation Master Plan costs, and construction costs for Sangalang Park; and

WHEREAS, in addition, Sales Tax revenue is performing better than expected, therefore, Staff proposes increasing Sales Tax revenue by \$300,000; and

WHEREAS, the proposed Mid-Year Report recommends the following staffing actions:

1. Approve/Amend Job Descriptions for the following positions:
 - a. Land Development Manager (new) (Attachment C)
 - b. Administrative Technician I/II (new) (Attachment D)
 - c. Finance Manager (new) (Attachment E)
 - d. Chief Information Officer (new) (Attachment F)
 - e. Chief Building Official (amend) (Attachment G)
2. Approve the following Reorganization:
 - a. Reclassifications:
 - i. Reclassify the Sr. Management Analyst in the Public Works Department to a Finance Manager and Reassign to the Finance Department.
 - ii. Reclassify the Information Technology Manager to a Chief Information Officer.
 - b. Additional Positions:
 - i. Add an Administrative Technician I/II (1.0 FTE) to the Finance Department.
 - ii. Add an Administrative Assistant I/II (1.0 FTE) to the Code Enforcement Division.

WHEREAS, the proposed Mid-Year Report recommends approving the Grade Step Table including various technical adjustments and Job Descriptions; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Mid-Year Budget Report for Year 1 of the Biennial Budget 2019/20 and 2020/21.

The foregoing resolution was passed and adopted this 9th day of March, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

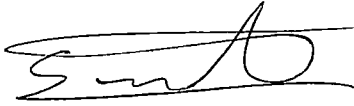
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

MID-YEAR 2019/20		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - Sales Tax	1010-15-10-313-01-00	\$300,000
GENERAL FUND - Rents and Concessions	1010-30-32-362-01-00	\$5,500
GENERAL FUND - Other State Grants	1010-40-10-331-05-00	1,450
OFFICE OF TRAFFIC SAFETY (OTS) - Other Federal Grants	2190-40-10-333-05-00	65,100
DEVELOPER CONTRIBUTION FUND - Developer Contribution	2710-80-00-372-01-00	180,000
DEVELOPER PROJECT FUND - 19-01-38-Contribution from Dev.	4150-89-99-371-91-00	40,000
DEVELOPER PROJECT FUND - 19-01-12-Contribution from Dev.	4150-89-99-371-91-00	91,287
SEWER FUND - Miscellaneous Revenue	6080-50-34-371-90-00	(91,287)
Revenue Grand Total:		\$592,050
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - City Clerk - Professional Services	1010-12-10-420-01-00	\$5,000
GENERAL FUND - City Clerk - Advertising	1010-12-10-420-60-00	\$4,000
GENERAL FUND - IT - Professional Services	1010-15-20-420-01-00	\$18,000
GENERAL FUND - IT - Computer Technical Support	1010-15-20-420-58-00	\$18,000
GENERAL FUND - IT - Other Maint. and Repairs	1010-15-20-420-75-00	\$12,000
GENERAL FUND -Leisure Programs - Professional Services	1010-30-30-420-03-00	\$9,900
GENERAL FUND -Special Events - Professional Services	1010-30-32-420-01-00	\$6,900
GENERAL FUND -Special Events - Equipment Rental	1010-30-32-420-67-00	\$5,100
GENERAL FUND -Special Events - Materials and Supplies	1010-30-32-430-20-00	\$2,500
GENERAL FUND -Sports - Materials and Supplies	1010-30-36-430-20-00	\$5,000
GENERAL FUND -Police Services - Machines and Equip.	1010-40-10-450-20-00	\$1,450
GENERAL FUND -Public Works - Improvements Nonstructure	1010-50-05-450-38-00	\$17,100
STREETS FUND - Public Works - Patching Materials	2080-50-10-430-28-00	\$35,000
OTS FUND - Police Services - Special Contracts	2190-40-10-425-10-00	\$9,771
OTS FUND - Police Services - Materials and Supplies	2190-40-10-430-20-00	\$3,379
OTS FUND - Police Services - Miscellaneous Equip.	2190-40-10-430-37-00	\$3,800
OTS FUND - Police Services - Training and Travel	2190-40-10-435-20-00	\$11,150
OTS FUND - Police Services - Machines and Equip.	2190-40-10-450-20-00	\$7,000
OTS FUND - Police Services - Vehicles	2190-40-10-450-30-00	\$30,000
CFF STORM DRAIN FUND - Developer Reimbursement	2280-80-00-440-50-00	\$243,763
CROSSROADS SD FUND - Improvement Nonstructure	2500-50-21-450-38-00	\$4,286
STORM DRAIN FUND - Improvement Nonstructure	2510-50-20-450-38-00	\$14,500
MOSSDALE CFD 2004-1 FUND - Improvement Nonstructure	2570-50-20-450-38-00	\$16,000
PARKS CIP - PK19-13 - Parks Master Plan	3010-80-00-420-01-00	155,000
PARKS CIP - PK20-18 - Sangalang Park	3010-80-00-420-12-00	10,000
STREETS CIP - PS18-03 - Traffic Signal GVP and Lathrop Rd	3310-80-00-420-12-00	180,000
DEVELOPER PROJECT FUND - 19-01-38- Professional Services	4150-89-99-420-01-00	40,000
DEVELOPER PROJECT FUND - 19-01-12- Professional Services	4150-89-99-420-01-00	91,287
SEWER FUND - Public Works - Professional Services	6080-50-34-420-01-00	(91,287)
SEWER FUND - Public Works - Other Maint. and Repairs	6080-50-34-420-75-00	\$16,500
Expenditure Grand Total:		\$915,099
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
PARKS CIP - PK19-13 - Parks Master Plan	3010-9900-393-00-00	\$155,000
PARKS CIP - PK20-18 - Sangalang Park	3010-9900-393-00-00	\$10,000
STREETS CIP - PS18-03 - Traffic Signal GVP and Lathrop Rd	3310-9900-393-00-00	\$180,000
Transfer In Total:		\$345,000
TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund	1010-9900-990-90-10	\$155,000
Measure C	1060-9900-990-90-10	\$10,000
DEVELOPER CONTRIBUTION FUND - Developer Contribution	2710-9900-990-90-10	\$180,000
Transfer Out Total:		\$345,000

CITY OF LATHROP
LAND DEVELOPMENT MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general direction, plans, oversees and performs professional and technical land development engineering work in the design, review, research, project management, and construction of Public Works engineering activities and projects related to land development/development engineering.

DISTINGUISHING CHARACTERISTICS:

The **Land Development Manager** is a supervisory level classification responsible for overseeing the management of land development projects and supervises assigned staff and staff working on land development projects.; Incumbents perform complex professional engineering and program management assignments demanding considerable knowledge of various aspects of engineering and related program requirements, including land development, planning, design standards and regulations, construction, utility systems/plants, and maintenance. This classification is distinguished from the next higher classification of Principal Engineer in that the latter is a division manager in the Public Works Department.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Director of Public Works, or designee. Exercises direct and indirect supervision over professional, technical and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, manages, oversees and performs professional and technical engineering work in the design, investigation, project management, and construction of Public Works engineering activities, including land development/development engineering, development review, and/or master plans, zoning, grading, drainage and utility systems, transportation projects and assigned activities with other divisions, departments, consultants, contractors, engineers, and outside agencies.
- Monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance with applicable rules, policies and procedures; participates in the development of policies and procedures; recommends programs, projects and work assignments to higher level personnel.
- Meet, coordinate and resolve issues with developers, designers, consultant engineers, land surveyors, contractors, representatives from Federal, State and local agencies, and other appropriate agencies, on receiving and processing: Developer Agreements, Subdivision Improvement Agreements, Final Maps, Parcel Maps, Tract Maps, Vested Tentative Maps, Deferred Frontage Improvement Agreements, Encroachment Permits, Sewer Allocation/Transfer Agreements, Building Permits, Business Licenses, and any other related regulatory permits and agreements.

- Prepares and reviews formal and informal proposals as they relate to assigned duties, but not limited to land development/development engineering, utility systems and new infrastructure/capital projects; manages the design, construction, and long-range planning of utility systems, including master plans, design plans, specifications, contracts and agreements.
- Plans, coordinates, and participates in the activities within various divisions of the Public Works Department, including: Construction Inspection, Building, Code Enforcement, and Utility Engineering.
- Oversees and participates in the review of field construction projects and inspects contractor and City construction work to ensure conformance with specifications.
- Oversees and participates in the creation of Capital Facility Fee (CFF) studies and program implementation.
- Participates in the development and administration of the Department's annual budget and Capital Improvement Program budget; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; directs and implements adjustments as necessary.
- Manages construction schedules and budgets, recommends contract change orders for approval and maintains necessary documentation and completes project closeout.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; assigns work activities, projects and programs; meets with staff to identify and resolve problems; works with employees to correct deficiencies.
- Follows City process for the selection of contractors; oversee contracts and deliverables.
- Assesses, monitors, and evaluates work projects, methods and procedures, work load, administrative support systems, and internal reporting relationships.
- Negotiates and resolves sensitive and controversial issues; responds to and resolves difficult and sensitive citizen inquires and complaints.
- Monitors and keeps informed of current trends in the field of municipal engineering, including legislation, court ruling and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly. Assists with updating the Municipal Code accordingly to new legislation and municipal needs.
- May act as the City's Land Development Liaison; interpret and apply applicable local, state and federal codes, ordinances, rules and regulations related to public infrastructure, private development and capital improvement projects; establishes a professional and positive working relationships with representatives of local stakeholders', community organizations, state/local agencies and associations, City management and staff, and the general public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone

and personal service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 50 pounds is also required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Minimum four (4) years of increasingly responsible civil engineering/land development engineering experience, including three (3) years of lead supervisory capacity responsibilities. A typical way of obtaining the required qualifications is to possess the equivalent of four years of increasingly responsible engineering experience, and a bachelor's degree with major course work in Civil Engineering or related field. Experience in land development, construction management and inspection of various infrastructure and facilities improvement projects such as roads, bridges, tunnels, water supply, wastewater/sewers and storm drain systems, buildings, electrical, park improvements and other public works infrastructure projects is highly desirable.

License/Certificate:

Possession or ability to obtain a valid Certificate of Registration as a Professional Engineer in the State of California issued by the California State Board of Registration for Civil and Professional Engineers; possession of a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the (Knowledge, Abilities and Skills (KAS's) necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, procedures, practices and standards of municipal civil engineering; surveying methods and techniques; municipal engineering laws, ordinances, codes, specifications and plans; engineering project inspection methods; water and wastewater systems/plants; modern developments, current literature and sources of information regarding engineering; principles and practices of contract administration; operational characteristics and use of standard equipment used in the engineering profession; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes, and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Lead, oversee, manage, review and perform complex engineering computations; check, design and supervise the preparation of engineering plans and studies; plan, organize, direct and evaluate the effectiveness of assigned program activities; effectively exercise supervisory control over complex professional and technical tasks; perform the full range of professional civil engineering tasks;

prepare and administer a budget; safely and effectively operate engineering tools and equipment; interpret, explain and apply applicable laws, codes and regulations pertaining to municipal public works design and construction; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; promote and observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications; safely and effectively operate engineering tools and equipment.

HISTORICAL DATA

Adopted: March 9, 2020 by Resolution: 20-_____

FLSA Status: Exempt

Bargaining Unit: LMCEA

CITY OF LATHROP

ADMINISTRATIVE TECHNICIAN I/II

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DEFINITION:

Under general supervision, performs a variety of routine and complex accounting, financial and statistical duties involving the city's purchasing and procurement process, contract management, general accounting, cashing, accounts receivable, accounts payable, business licenses and utility billing; provides assistance to internal departments in the management of the City's procurement process and contract management software and other Finance Department processes.

DISTINGUISHING CHARACTERISTICS:

Administrative Technician I

The **Administrative Technician I** is the entry level class in the para-professional Administrative Technician series that allows the incumbent to develop advanced journey level knowledge and abilities. Initially, under immediate supervision incumbents perform the more routine and less complex assignments within an established procedural framework where there is minimal consequences of error, including the City's purchasing and procurement process, contract management, general accounting and administrative support duties that does not require previous specialized experience. This classification is alternatively staffed with Administrative Technician II and incumbent may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Administrative Technician II

The **Administrative Technician II** is an advanced journey-level class in the Administrative Technician series. Incumbents are expected to independently perform the full scope of assigned duties related to the City's purchasing and procurement process, contract management, general accounting, and administrative support duties. Assignments are characterized by the presence of fairly clear guidelines from which to make decisions, and the availability of supervision when required. This classification is distinguished from the next higher classification of Management Analyst I/II in that the latter is a professional level class responsible for the more complex and difficult technical duties within the Department.

SUPERVISION EXERCISED/RECEIVED:

Administrative Technician I

Receives immediate supervision from the Finance Manager, or designee. Incumbents in this class do not routinely exercise supervision.

Administrative Technician II

Receives general supervision from the Finance Manager, or designee. May exercise technical and functional supervision over lower level staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Prepares, reviews, and maintains a variety of documents related to the City's purchasing and procurement process, contract management, financial and statistical records involving general accounting, cashiering, accounts receivable, accounts payable, business licenses and utility billing; provides assistance to internal departments in the management of the city's procurement process and contract management software; provides customer service in person and by telephone; performs cashiering duties; performs routine and complex administrative support duties, including administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required
- Assists with leading a full range of city-wide procurement processes; assists in developing, implementing, and managing city contracts, agreements, procurement of goods, services and leases related to the City's purchasing and procurement process.
- Investigates, develops and promotes the use of progressive supply chain tools and technologies to accomplish procurement objectives and assure conformance with applicable local, state and federal laws.
- Maintains all records for the City purchasing card program in accordance with administrative regulations; issues new cards; assist in setting limits for purchases; contracts issuing bank for customer service on all issues relating to the program; prepares and reconciles monthly statements; maintains records of all transactions; reviews card holders on a monthly basis to determine accuracy; and reviews records on a monthly basis for compliance with City policies.
- Assists in developing and fostering successful, long-term business relationships and ongoing process improvements with key suppliers, vendors, contractors, consultants, developers and local stakeholders.
- Identifies opportunities for operational and procurement process improvement; reviews non-contracted purchases to identify opportunities for standardization contracting and cost reduction; evaluates potential service contracts and purchases for adequate use of the City's formal and informal bidding procedures.
- Assists with the review of contract and agreement documentation recommended for City Manager or City Council approval; facilitates approval prioritization and proper use of City's purchasing and procurement process.
- Provides assistance and is responsible for systematic reporting including but not limited to contracts completed, cost savings, progress payments, and invoice audit; reconciles invoices and related documentation and prepares accounts payable for payment; inputs expenditure activity into the automated financial system; prepares and distributes forms; answers questions from departments and vendors regarding payment status for invoices.
- Expected to compose independently or from oral instructions various legal documents, including but not limited to: professional letters, agreements, service contracts, construction contracts, notices to proceed, insurance requirement forms, memorandums, procedures, inter-office communications, City Manager Reports, notices and other materials; proofreads and verifies accuracy of documents.

- May assist the front counter staff in serving the public, answering questions and processing requests; responding to inquiries from employees, customers and others; refers the public, when necessary, to appropriate persons; may receive payments and issue receipts; performs data entry and posts receipts to various City accounts and funds; operates cash register; prepares accounts receivable billings and reconciliation; verifies incoming revenue from various City departments and other agencies.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities and skills necessary for an **Administrative Technician I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Administrative Technician I

Two years of responsible procurement and contract management experience, clerical accounting experience, including financial or statistical record keeping, cashiering, accounts receivable, accounts payable, business license administration, and a high school diploma or equivalent supplemented by specialized coursework in accounting or business practices.

Administrative Technician II

In addition to the above, a bachelor's degree in accounting, business administration, finance or a related field is highly recommended.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles and practices of financial record keeping, report writing, bookkeeping and basic governmental accounting, including accounts receivable, accounts payable, cashiering and utility billing; computer operations and databases; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Prepare, maintain and reconcile various financial, accounting and statistical records; keep accurate records; perform the City's utility billing and related functions; perform cashiering duties accurately; respond to questions from the public and City personnel regarding policies and procedures for assigned areas; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze issues, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing, spreadsheet and software applications, including billing and financial systems.

HISTORICAL DATA

Adopted: March 9, 2020 by Resolution: 20-____

FLSA Status: non-exempt

Bargaining Unit: SEIU

Adopted by Resolution 20-____

CITY OF LATHROP
FINANCE MANAGER

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DEFINITION:

Under general direction, manages and coordinates the City's purchasing functions, contract oversight and programs Citywide; plans, organizes and manages the fiscal activities and accounting services in support of programs for the Public Works Department; coordinates assigned activities with other divisions, outside agencies, and the general public; serves as a technical procurement and contract resource for the City's management staff and employees; provides independent oversight and management of purchasing and contract administration, oversees the work of assigned staff; performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Finance Manager** is a supervisory-journey level classification in which the incumbent is expected to perform the full scope of accounting, budgetary, financial and supervisory duties.

The position is responsible for overseeing the accounting, budget, disbursements and financial reporting functions in the assigned departments. Additionally, manages all aspects of the development, implementation, and monitoring of operating budgets, centralized accounts payable division, and developer revenue for assigned Departments or specialized organizational units. The position is responsible for managing all aspects of the development of the City's annual Capital Improvement Program (CIP) budget, collaborates with project managers, engineers, developers and related stakeholders.

This classification is distinguished from the next higher classification of Deputy Director of Finance in that the latter is responsible for the day-to-day management of the Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Director of Finance, or designee. Exercises direct and indirect supervision over assigned technical and administrative staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Participates in the development and administration of the City's Contract and Procurement Process; prescribes operational procedures governing the procurement functions of all City departments consistent with the City's Municipal Code and Procurement Process.
- Ensures appropriate financial controls are in place to improve and/or maintain department operational efficiencies.

FINANCE MANAGER

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- Develops and implements processes and procedures to improve budget development and monitoring, forecasting, enhance financial reporting, and increase operational efficiency and effectiveness of the Public Works Department's annual operating budget, and any other assigned Department or Division.
- Monitors Departments' operating expenditures and revenues; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; directs and implements adjustments as necessary.
- Works collaboratively with department liaisons to understand their division budgetary and operational needs, and ensure that adequate resources are provided.
- Works collaboratively with City Departments to ensure and improve business and accounting processes, efficiencies and productivity.
- Fiscal management of the City's Capital Improvement Program and project budgets, preparation and interpretation of revenue and expenditure status reports.
- Manages accounting processes for accounts payable and accounts receivable/miscellaneous billing; continuously reviews policies and procedures governing procurement in order to improve upon standardize the process.
- Recommends and assists in implementing goals, policies, procedures and objectives for the Department to ensure legal compliance and efficiency; implements approved policies and procedures; reviews and analyzes federal, state, and local regulations; reviews allocations of cost within the Department/Division.
- Prepares and presents City Manager Reports for Council meetings; prepares agreements for services and Requests for Proposals.
- Follows City process for the selection of contractors; oversee contracts and deliverables.
- May act as the Department's Liaison to other Departments; establishes professional and positive working relationships with representatives of local stakeholders, community organizations, state/local agencies and associations, City management and staff, and the general public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Adopted by Resolution 20-_____

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Finance Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible professional accounting or financial experience in the maintenance of financial, fiscal, project management and related statistical records, including three (3) years of lead supervisory capacity responsibilities, and a bachelor's degree in accounting, finance, business or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the (Knowledge, Abilities and Skills (KAS's) necessary to perform essential duties of the position.)*

Knowledge of:

Generally Accepted Accounting Principles (GAAP) and Basic Principles of Accounting as applied to Governmental Accounting Standards (GASB); principles and practices of municipal government accounting, auditing and budgeting; principles and practices of accounting, investments and debt administration; practices and operations of automated financial systems and technical accounting programs; principles and practice of information systems management, including meter reading equipment; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Examine and verify financial documents, reports and transactions; prepare a variety of budgets, financial statements, reports and analyses; analyze, post, balance and reconcile financial data, ledgers and accounts;; assist with information systems programs and projects; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate standard office equipment including a computer and variety of word processing and software applications, including financial and accounting programs.

HISTORICAL DATA

Updated: March 9, 2020 by Resolution: 20-_____

FLSA Status: Exempt

Bargaining Unit: LMCEA

Adopted by Resolution 20-_____

CITY OF LATHROP
CHIEF INFORMATION OFFICER

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DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Information Technology Division, which includes: administrative and technical work related to information technology and security; serves as the chief architect for all City technology services; exercises direct supervision of assigned professional, technical and clerical staff; manages the day-to-day operations of the Information Technology Division; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Council and City Manager; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Chief Information Officer is the Department Head level position responsible for all elements of the information technology program and supervises technology staff. The incumbent is expected to exercise independent judgement and initiative in establishing efficient and effective operations consistent with City policies and administrative guidelines. This classification is distinguished from the next higher classification of Assistant City Manager in that the latter is provides management support to the City Manager and assists with the overall day-to-day responsibilities of all City Departments and Operations.

SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the City Manager, and/or Assistant City Manager. Exercises direct and indirect supervision over professional, technical and office support staff.

ESSENTIAL FUNCTIONS: (include, but are not limited to, the following)

- Accepts full responsibility for all of the Information Technology Division activities and services; establishes goals and objectives for the Division; recommends and administers policies and procedures; ensures continuous delivery of IT services through oversight of the Technology Governance process, service level agreements and monitoring of IT systems performance.
- Coordinates department activities with other departments and outside agencies; provides staff assistance to the Director of Finance, or designee; prepares agenda materials, draft reports, resolutions and ordinances.
- Researches and prepares technical and administrative reports and studies; prepares written correspondence as necessary.
- Selects, trains, motivates and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; maintains discipline and high standards necessary for the efficient and professional operation of the division.

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Adopted by Resolution 20-____

- Follows City process for the selection of contractors; oversee contracts and deliverables.
- Plans, directs and coordinates the Information Technology Division's work plan; assigns work activities and responsibilities to appropriate personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Prepares, forecasts and administers the Information Technology budget; monitors and approves expenditures; recommends mid-year adjustments; recommends additional staffing needs.
- Participates in strategic technology and operational governance processes of the City management team.
- Directs the development and execution of a City-wide disaster recovery, security compliance, and business continuity plan; aligns the technology vision and leadership with the business strategy by integrating City processes with appropriate technologies.
- Oversees the coordination, installation and upgrade of all computer, network, telecommunications, and information technology hardware and software including City operated Wi-Fi networks; security systems including surveillance systems, alarms and access control technology; City's fiber network; phone systems; and radio frequencies.
- Reviews changes in laws, regulations, and guidelines for their effect upon divisional activities; evaluates the procedural and fiscal impact of such changes, and recommends and implements changes to policies and procedures as required for compliance; attends training classes, seminars, and workshops as directed and needed to maintain proficiency and technical expertise in the area of operating and application system software.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management, staff, and the public.
- Perform related duties as assigned.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in written reports and work-related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, documents, and equipment weighing more than 25 pounds also is required. The incumbent in this position may occasionally work in outside weather conditions, including extreme heat; cold, dust, and wet situations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a Chief Information Officer. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience for information

Adopted by Resolution 20-_____

technology service, including two years of experience in municipal government and a bachelor's degree in computer science, information systems management, business administration, or a related field. Desirable: possession of certification in computer system security.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Current management practices and principles, local government operations, financing, and budgeting practices; principles of management, supervision, training, and employee development; applicable federal, state, and local laws, regulations, and reporting requirements, including related safety regulations; principles and practices of project management, administrative analysis, and report preparation; techniques for dealing with the City staff, representatives of other agencies, organizations, and the public, and resolving problems tactfully and effectively; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices, and equipment; modern office practices, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Ability to:

Effectively manage the work of the unit; select, assign, direct, review, train, and evaluate the work of subordinates; develop and implement improvements to systems, organizations, and operations; manage, administer and oversee the operation of a municipal telecommunications and information system; understand the current technology in the areas of multi-user computer server hardware, software, and support functions; develop, recommend and administer technology security strategies for a municipal government; develop department policies and procedures; analyze problems, identify alternate solutions, project consequences of proposed actions and implement recommendation in support of goals; stay current with new technological developments; establish and maintain cooperative relationships with those contacted in the course of the work, such as with employees, labor unions, officials, contractors, and the public; maintain strict confidentiality of sensitive information and discussions around information collected and stored in City systems; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

HISTORICAL DATA

Adopted: March 9, 2020 by Resolution: 20-____

Employment Status: At-will

FLSA Status: Exempt

Bargaining Unit: Unrepresented

Adopted by Resolution 20-____

CITY OF LATHROP

CHIEF BUILDING OFFICIAL

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DEFINITION:

Under general direction, performs a variety of ~~supervisory-managerial~~, administrative and technical work in the conduct of building inspection, permit processing and code enforcement and compliance activities; plans, organizes, supervises, reviews and participates in the work of professional, technical, ~~contract~~ and office support staff; coordinates activities with other divisions, City departments, outside agencies and organizations; oversees contract work; develops and implements programs and procedures within the Building Inspection; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Chief Building Official** is a division manager within the ~~Community Development~~ Public Works Department, and exercises full responsibility for planning, organizing and directing the work activities of ~~assigned building~~ staff and oversees contract resources. This classification is distinguished from the next higher classification of Director of ~~Public Work~~ Community Development, in that the latter has select management responsibility for the ~~Public Works~~ Community Development Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Director of ~~Public Works~~ Community Development or designee. Exercises direct and indirect supervision over professional, technical and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts management responsibility for activities, operations and services of the Building Inspection; directs, coordinates, reviews and participates in the work of professional and technical employees to ensure that codes are properly enforced with uniformity, equity and safety; provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement; monitors plan check flow; coordinates activities with other divisions, City departments, outside agencies, contract service providers and organizations.
- Supervises and participates in the development, implementation and maintenance of division goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting division goals; ensures that goals are achieved.
- Coordinates the selection, orientation, training and evaluation programs for assigned personnel; provides and coordinates staff training; ensures ongoing review of codes and methods of inspection for subordinates; provides positive motivation for employee performance; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of staff to ensure compliance with applicable federal, state and local laws, codes and regulations.

- Oversees and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved division budget; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Provides technical and professional advice; prepares and coordinates reports and presentations on current building issues for City Council, community groups and regulatory agencies; recommends codes and processes for building and code enforcement; participates in professional organizations; maintains statistics and reports on construction activity.
- Monitors and keeps informed of current trends in the field of building inspection and code enforcement, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly.
- Participates in conducting field inspections of complex building construction, plumbing and electrical installations; interprets and enforces City building codes; supervises programs related to structural abatement, nuisance abatement, and abandoned vehicles.
- Responds to the most complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the Department with other City departments, other agencies, civic groups and the public.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily activities. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and personal service. The need to lift, carry, pull and push tools, supplies and other equipment weighing 25 pounds or more is also required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Chief Building Official**. A typical way of obtaining the required qualifications is to possess six years of increasingly responsible experience in building inspection, plans

examination or a combination of both, including two years at a supervisory level and an Associates degree in engineering, architecture, public administration or a closely related field.

License/Certificate:

Certification from a recognized state, national or international association acceptable to the City. Certification shall be closely related to the primary job functions.

Upon hire, possession of:

- a valid Class C California driver's license.

Within 6 months of hire, possession of International Code Council ICC Certified Building Official or Council of American Building Officials CABO Building Official certificate

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and methods used in various building construction areas, including structural, plumbing, electrical and mechanical; principles and practices of program and budget development, administration and evaluation; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff; supervise and participate in the establishment of division goals, objectives and methods for evaluating achievement and performance levels; read and interpret complex plans and specifications; maintain I.C.B.O. certification through continuing education programs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a-complex issues, and develop and implement-a appropriate responses; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications; safely and effectively operate tools and equipment used in building inspection and the building trades.

HISTORICAL DATA

Updated: March 9, 2020 by Resolution: 20-_____

Employment Status: At-will

FLSA Status: Exempt

Bargaining Unit: LMCEA Unrepresented

*FOR REFERENCE USE ONLY

**CITY OF LATHROP
GRADE-STEP TABLE**

Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
NON-PUBLIC EMPLOYEES' RETIREMENT SYSTEM (NON-PERS) SCHEDULE								
17	RECREATION LEADER	Unrep	hourly			\$13.02	\$13.67	\$14.35
			bi-weekly			1,041	1,093	1,148
			monthly			2,256	2,369	2,487
			annual			27,071	28,425	29,846
18			hourly			\$13.34	\$14.01	\$14.71
			bi-weekly			1,067	1,121	1,177
			monthly			2,312	2,428	2,549
			annual			27,748	29,136	30,592
19			hourly		\$13.02	\$13.67	\$14.36	\$15.08
			bi-weekly		1,042	1,094	1,149	1,206
			monthly		2,257	2,370	2,489	2,613
			annual		27,087	28,442	29,864	31,357
20			hourly		\$13.35	\$14.02	\$14.72	\$15.45
			bi-weekly		1,068	1,121	1,177	1,236
			monthly		2,314	2,429	2,551	2,678
			annual		27,765	29,153	30,611	32,141
21	FACILITY ATTENDENT	Unrep	hourly	\$13.03	\$13.68	\$14.37	\$15.08	\$15.84
			bi-weekly	1,042	1,095	1,149	1,207	1,267
			monthly	2,259	2,372	2,490	2,615	2,745
			annual	27,103	28,459	29,882	31,376	32,944
22			hourly	\$13.36	\$14.02	\$14.72	\$15.46	\$16.23
			bi-weekly	1,068	1,122	1,178	1,237	1,299
			monthly	2,315	2,431	2,552	2,680	2,814
			annual	27,780	29,170	30,628	32,159	33,767
23			hourly	\$13.69	\$14.37	\$15.09	\$15.85	\$16.64
			bi-weekly	1,095	1,150	1,207	1,268	1,331
			monthly	2,373	2,492	2,616	2,747	2,884
			annual	28,476	29,899	31,394	32,964	34,612
24	SENIOR RECREATION LEADER	Unrep	hourly	\$14.03	\$14.73	\$15.47	\$16.24	\$17.06
			bi-weekly	1,123	1,179	1,238	1,300	1,365
			monthly	2,432	2,554	2,682	2,816	2,956
			annual	29,188	30,647	32,180	33,789	35,478
25			hourly	\$14.38	\$15.10	\$15.86	\$16.65	\$17.48
			bi-weekly	1,151	1,208	1,269	1,332	1,399
			monthly	2,493	2,618	2,749	2,886	3,030
			annual	29,917	31,413	32,984	34,633	36,365
26			hourly	\$14.74	\$15.48	\$16.25	\$17.07	\$17.92
			bi-weekly	1,179	1,238	1,300	1,365	1,434
			monthly	2,555	2,683	2,817	2,958	3,106
			annual	30,665	32,199	33,809	35,499	37,274
27			hourly	\$15.11	\$15.87	\$16.66	\$17.49	\$18.37
			bi-weekly	1,209	1,269	1,333	1,399	1,469
			monthly	2,619	2,750	2,888	3,032	3,184
			annual	31,432	33,004	34,654	36,386	38,206
28			hourly	\$15.49	\$16.26	\$17.08	\$17.93	\$18.83
			bi-weekly	1,239	1,301	1,366	1,434	1,506
			monthly	2,685	2,819	2,960	3,108	3,263
			annual	32,218	33,828	35,520	37,296	39,161
29			hourly	\$15.88	\$16.67	\$17.50	\$18.38	\$19.30
			bi-weekly	1,270	1,334	1,400	1,470	1,544
			monthly	2,752	2,890	3,034	3,186	3,345
			annual	33,023	34,674	36,408	38,229	40,140
30			hourly	\$16.27	\$17.09	\$17.94	\$18.84	\$19.78
			bi-weekly	1,302	1,367	1,435	1,507	1,582
			monthly	2,821	2,962	3,110	3,265	3,429
			annual	33,849	35,541	37,318	39,184	41,143

ATTACHMENT " H "

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
31			hourly	\$16.68	\$17.51	\$18.39	\$19.31	\$20.27
			bi-weekly	1,334	1,401	1,471	1,545	1,622
			monthly	2,891	3,036	3,188	3,347	3,514
			annual	34,695	36,430	38,251	40,164	42,172
32	OFFICE ASSISTANT I	Unrep	hourly	17.10	17.95	18.85	19.79	20.78
			bi-weekly	1,368	1,436	1,508	1,583	1,663
			monthly	2,964	3,112	3,267	3,431	3,602
			annual	35,562	37,341	39,208	41,168	43,226
33			hourly	\$17.52	\$18.40	\$19.32	\$20.29	\$21.30
			bi-weekly	1,402	1,472	1,546	1,623	1,704
			monthly	3,038	3,190	3,349	3,516	3,692
			annual	36,451	38,274	40,187	42,197	44,307
34			hourly	\$17.96	\$18.86	\$19.80	\$20.79	\$21.83
			bi-weekly	1,437	1,509	1,584	1,664	1,747
			monthly	3,114	3,269	3,433	3,604	3,785
			annual	37,363	39,231	41,193	43,252	45,415
35	OFFICE ASSISTANT II	Unrep	hourly	\$18.41	\$19.33	\$20.30	\$21.31	\$22.38
			bi-weekly	1,473	1,547	1,624	1,705	1,790
			monthly	3,191	3,351	3,519	3,694	3,879
			annual	38,297	40,212	42,223	44,334	46,550
36			hourly	\$18.87	\$19.82	\$20.81	\$21.85	\$22.94
			bi-weekly	1,510	1,585	1,665	1,748	1,835
			monthly	3,271	3,435	3,606	3,787	3,976
			annual	39,254	41,217	43,278	45,442	47,714
37	ANIMAL SERVICES ASSISTANT RECREATION SPECIALIST	Unrep	hourly	\$19.34	\$20.31	\$21.33	\$22.39	\$23.51
			bi-weekly	1,548	1,625	1,706	1,791	1,881
		Unrep	monthly	3,353	3,521	3,697	3,881	4,076
			annual	40,235	42,247	44,359	46,577	48,906
38	ACCOUNTING SPECIALIST I MAINTENANCE WORKER I METER READER SENIOR CENTER RECREATION COORDINATOR	Unrep	hourly	\$19.83	\$20.82	\$21.86	\$22.95	\$24.10
			bi-weekly	1,586	1,666	1,749	1,836	1,928
		Unrep	monthly	3,437	3,609	3,789	3,979	4,177
			annual	41,242	43,304	45,469	47,742	50,129
39			hourly	\$20.32	\$21.34	\$22.41	\$23.53	\$24.70
			bi-weekly	1,626	1,707	1,793	1,882	1,976
			monthly	3,523	3,699	3,884	4,078	4,282
			annual	42,272	44,386	46,605	48,935	51,382
40	RECREATION COORDINATOR	Unrep	hourly	\$20.83	\$21.87	\$22.97	\$24.11	\$25.32
			bi-weekly	1,667	1,750	1,837	1,929	2,026
			monthly	3,611	3,791	3,981	4,180	4,389
			annual	43,329	45,496	47,771	50,159	52,667

PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) SCHEDULE

12			hourly				\$ 13.07	\$ 13.73
			bi-weekly				1,046	1,098
			monthly				2,266	2,380
			annual				27,195	28,554
13			hourly				\$ 13.40	\$ 14.07
			bi-weekly				1,072	1,126
			monthly				2,323	2,439
			annual				27,874	29,268
14			hourly			\$ 13.08	\$ 13.74	\$ 14.42
			bi-weekly			1,047	1,099	1,154
			monthly			2,268	2,381	2,500
			annual			27,211	28,571	30,000
15	RECREATION LEADER	SEIU	hourly			\$ 13.41	\$ 14.08	\$ 14.78
			bi-weekly			1,073	1,126	1,183
			monthly			2,324	2,440	2,562
			annual			27,891	29,285	30,749

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
16			hourly		\$ 13.09	\$ 13.74	\$ 14.43	\$ 15.15	
			bi-weekly		1,047	1,100	1,155	1,212	
			monthly		2,269	2,382	2,501	2,627	
			annual		27,227	28,588	30,018	31,519	
17			hourly		\$ 13.42	\$ 14.09	\$ 14.79	\$ 15.53	
			bi-weekly		1,073	1,127	1,183	1,243	
			monthly		2,326	2,442	2,564	2,692	
			annual		27,907	29,303	30,768	32,306	
18			hourly	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16	\$ 15.92	
			bi-weekly		1,048	1,100	1,155	1,213	1,274
			monthly		2,270	2,384	2,503	2,628	2,760
			annual		27,243	28,605	30,036	31,537	33,114
19			hourly	\$ 13.43	\$ 14.10	\$ 14.80	\$ 15.54	\$ 16.32	
			bi-weekly		1,074	1,128	1,184	1,243	1,305
			monthly		2,327	2,443	2,566	2,694	2,829
			annual		27,924	29,320	30,786	32,326	33,942
20			hourly	\$ 13.76	\$ 14.45	\$ 15.17	\$ 15.93	\$ 16.73	
			bi-weekly		1,101	1,156	1,214	1,274	1,338
			monthly		2,385	2,504	2,630	2,761	2,899
			annual		28,622	30,053	31,556	33,134	34,791
21	FACILITY ATTENDENT	SEIU	hourly	\$ 14.10	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.14	
			bi-weekly		1,128	1,185	1,244	1,306	1,372
			monthly		2,445	2,567	2,695	2,830	2,972
			annual		29,338	30,805	32,345	33,962	35,661
22			hourly	\$ 14.46	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.57	
			bi-weekly		1,157	1,214	1,275	1,339	1,406
			monthly		2,506	2,631	2,763	2,901	3,046
			annual		30,070	31,574	33,153	34,810	36,551
23			hourly	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.15	\$ 18.01	
			bi-weekly		1,185	1,245	1,307	1,372	1,441
			monthly		2,569	2,697	2,832	2,973	3,122
			annual		30,823	32,364	33,982	35,681	37,465
24	SENIOR FACILITY ATTENDANT SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 15.19	\$ 15.95	\$ 16.75	\$ 17.58	\$ 18.46	
			bi-weekly		1,215	1,276	1,340	1,407	1,477
			monthly		2,633	2,764	2,903	3,048	3,200
			annual		31,594	33,173	34,832	36,574	38,402
25			hourly	\$ 15.57	\$ 16.35	\$ 17.16	\$ 18.02	\$ 18.92	
			bi-weekly		1,246	1,308	1,373	1,442	1,514
			monthly		2,699	2,834	2,975	3,124	3,280
			annual		32,384	34,003	35,703	37,488	39,363
26			hourly	\$ 15.96	\$ 16.76	\$ 17.59	\$ 18.47	\$ 19.40	
			bi-weekly		1,277	1,340	1,408	1,478	1,552
			monthly		2,766	2,904	3,050	3,202	3,362
			annual		33,193	34,853	36,596	38,425	40,347
27			hourly	\$ 16.36	\$ 17.18	\$ 18.03	\$ 18.94	\$ 19.88	
			bi-weekly		1,309	1,374	1,443	1,515	1,591
			monthly		2,835	2,977	3,126	3,282	3,446
			annual		34,023	35,724	37,510	39,386	41,355
28			hourly	\$ 16.77	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.38	
			bi-weekly		1,341	1,408	1,479	1,553	1,630
			monthly		2,906	3,051	3,204	3,364	3,532
			annual		34,873	36,617	38,448	40,370	42,389
29			hourly	\$ 17.19	\$ 18.04	\$ 18.95	\$ 19.89	\$ 20.89	
			bi-weekly		1,375	1,444	1,516	1,592	1,671
			monthly		2,979	3,128	3,284	3,448	3,621
			annual		35,745	37,533	39,409	41,380	43,449

**CITY OF LATHROP
GRADE-STEP TABLE**

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Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
30			hourly	\$ 17.61	\$ 18.50	\$ 19.42	\$ 20.39	\$ 21.41
			bi-weekly	1,409	1,480	1,554	1,631	1,713
			monthly	3,053	3,206	3,366	3,535	3,711
			annual	36,639	38,471	40,394	42,414	44,535
31			hourly	\$ 18.06	\$ 18.96	\$ 19.91	\$ 20.90	\$ 21.95
			bi-weekly	1,444	1,517	1,592	1,672	1,756
			monthly	3,130	3,286	3,450	3,623	3,804
			annual	37,555	39,433	41,404	43,475	45,648
32	OFFICE ASSISTANT I	SEIU	hourly	\$ 18.51	\$ 19.43	\$ 20.40	\$ 21.42	\$ 22.49
			bi-weekly	1,481	1,555	1,632	1,714	1,800
			monthly	3,208	3,368	3,537	3,713	3,899
			annual	38,494	40,418	42,439	44,561	46,789
33			hourly	\$ 18.97	\$ 19.92	\$ 20.91	\$ 21.96	\$ 23.06
			bi-weekly	1,518	1,593	1,673	1,757	1,845
			monthly	3,288	3,452	3,625	3,806	3,997
			annual	39,456	41,429	43,500	45,675	47,959
34			hourly	\$ 19.44	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.63
			bi-weekly	1,555	1,633	1,715	1,801	1,891
			monthly	3,370	3,539	3,716	3,901	4,097
			annual	40,442	42,465	44,588	46,817	49,158
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 19.93	\$ 20.93	\$ 21.97	\$ 23.07	\$ 24.22
			bi-weekly	1,594	1,674	1,758	1,846	1,938
			monthly	3,454	3,627	3,809	3,999	4,199
			annual	41,454	43,527	45,703	47,988	50,388
36			hourly	\$ 20.43	\$ 21.45	\$ 22.52	\$ 23.65	\$ 24.83
			bi-weekly	1,634	1,716	1,802	1,892	1,986
			monthly	3,541	3,718	3,904	4,099	4,304
			annual	42,490	44,615	46,845	49,188	51,647
37	ANIMAL SERVICES ASSISTANT RECREATION SPECIALIST	SEIU	hourly	\$ 20.94	\$ 21.99	\$ 23.08	\$ 24.24	\$ 25.45
			bi-weekly	1,675	1,759	1,847	1,939	2,036
			monthly	3,629	3,811	4,001	4,201	4,411
			annual	43,552	45,729	48,016	50,417	52,938
38	ACCOUNTING SPECIALIST I MAINTENANCE WORKER I WATER METER READER I SENIOR CENTER RECREATION COORDINATOR	SEIU	hourly	\$ 21.46	\$ 22.54	\$ 23.66	\$ 24.85	\$ 26.09
			bi-weekly	1,717	1,803	1,893	1,988	2,087
			monthly	3,720	3,906	4,101	4,306	4,522
			annual	44,641	46,873	49,217	51,678	54,262
39			hourly	\$ 22.00	\$ 23.10	\$ 24.25	\$ 25.47	\$ 26.74
			bi-weekly	1,760	1,848	1,940	2,037	2,139
			monthly	3,813	4,004	4,204	4,414	4,635
			annual	45,757	48,045	50,447	52,969	55,618
40			hourly	\$ 22.55	\$ 23.68	\$ 24.86	\$ 26.10	\$ 27.41
			bi-weekly	1,804	1,894	1,989	2,088	2,193
			monthly	3,908	4,104	4,309	4,524	4,751
			annual	46,901	49,246	51,708	54,294	57,009
41	ADMINISTRATIVE ASSISTANT I UTILITY OPERATOR I	SEIU	hourly	\$ 23.11	\$ 24.27	\$ 25.48	\$ 26.76	\$ 28.09
			bi-weekly	1,849	1,941	2,038	2,140	2,247
			monthly	4,006	4,206	4,417	4,638	4,869
			annual	48,073	50,477	53,001	55,651	58,433
42	ACCOUNTING SPECIALIST II MAINTENANCE WORKER II WATER METER READER II	SEIU	hourly	\$ 23.69	\$ 24.87	\$ 26.12	\$ 27.42	\$ 28.80
			bi-weekly	1,895	1,990	2,089	2,194	2,304
			monthly	4,106	4,312	4,527	4,754	4,991
			annual	49,275	51,739	54,326	57,042	59,894
43			hourly	\$ 24.28	\$ 25.50	\$ 26.77	\$ 28.11	\$ 29.51
			bi-weekly	1,943	2,040	2,142	2,249	2,361
			monthly	4,209	4,419	4,640	4,872	5,116
			annual	50,507	53,032	55,683	58,468	61,391

**CITY OF LATHROP
GRADE-STEP TABLE**

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 24.89	\$ 26.13	\$ 27.44	\$ 28.81	\$ 30.25
			bi-weekly	1,991	2,091	2,195	2,305	2,420
			monthly	4,314	4,530	4,756	4,994	5,244
			annual	51,770	54,358	57,076	59,930	62,926
45	ADMINISTRATIVE ASSISTANT II RECREATION COORDINATOR UTILITY OPERATOR II	SEIU	hourly	\$ 25.51	\$ 26.79	\$ 28.13	\$ 29.53	\$ 31.01
			bi-weekly	2,041	2,143	2,250	2,363	2,481
			monthly	4,422	4,643	4,875	5,119	5,375
			annual	53,064	55,717	58,503	61,428	64,500
46	ANIMAL SERVICES OFFICER	SEIU	hourly	\$ 26.15	\$ 27.46	\$ 28.83	\$ 30.27	\$ 31.78
			bi-weekly	2,092	2,197	2,306	2,422	2,543
			monthly	4,533	4,759	4,997	5,247	5,509
			annual	54,391	57,111	59,966	62,964	66,113
47	PERMIT TECHNICIAN ADMINISTRATIVE TECHNICIAN I (new)	SEIU	hourly	\$ 26.80	\$ 28.14	\$ 29.55	\$ 31.03	\$ 32.58
			bi-weekly	2,144	2,251	2,364	2,482	2,606
			monthly	4,646	4,878	5,122	5,378	5,647
			annual	55,750	58,538	61,464	64,538	67,765
48	SENIOR MAINTENANCE WORKER SOLID WASTE&RESOURCE CONSERV. COORD.	SEIU	hourly	\$ 27.47	\$ 28.85	\$ 30.29	\$ 31.80	\$ 33.39
			bi-weekly	2,198	2,308	2,423	2,544	2,672
			monthly	4,762	5,000	5,250	5,513	5,788
			annual	57,144	60,001	63,002	66,152	69,459
49	ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 28.16	\$ 29.57	\$ 31.05	\$ 32.60	\$ 34.23
			bi-weekly	2,253	2,365	2,484	2,608	2,738
			monthly	4,881	5,125	5,381	5,650	5,933
			annual	58,573	61,501	64,577	67,805	71,196
50	ENGINEERING TECHNICIAN I SENIOR ANIMAL SERVICES OFFICER	SEIU	hourly	\$ 28.86	\$ 30.31	\$ 31.82	\$ 33.41	\$ 35.08
			bi-weekly	2,309	2,425	2,546	2,673	2,807
			monthly	5,003	5,253	5,516	5,792	6,081
			annual	60,037	63,039	66,191	69,500	72,975
51	CRIME & INTELLEGENCE ANALYST SENIOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICIAN II (new)	SEIU	hourly	\$ 29.59	\$ 31.06	\$ 32.62	\$ 34.25	\$ 35.96
			bi-weekly	2,367	2,485	2,609	2,740	2,877
			monthly	5,128	5,385	5,654	5,937	6,233
			annual	61,538	64,615	67,846	71,238	74,800
52	ACCOUNTANT I BUILDING INSPECTOR I CODE COMPLIANCE OFFICER I	SEIU	hourly	\$ 30.33	\$ 31.84	\$ 33.43	\$ 35.11	\$ 36.86
			bi-weekly	2,426	2,547	2,675	2,808	2,949
			monthly	5,256	5,519	5,795	6,085	6,389
			annual	63,076	66,230	69,542	73,019	76,670
53	CONSTRUCTION INSPECTOR I GIS SPECIALIST I LEGAL SECRETARY	SEIU	hourly	\$ 31.08	\$ 32.64	\$ 34.27	\$ 35.98	\$ 37.78
			bi-weekly	2,487	2,611	2,742	2,879	3,023
			monthly	5,388	5,657	5,940	6,237	6,549
		annual	64,653	67,886	71,280	74,844	78,587	
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	LMCEA	hourly	\$ 31.86	\$ 33.45	\$ 35.13	\$ 36.88	\$ 38.73
			bi-weekly	2,549	2,676	2,810	2,951	3,098
			monthly	5,522	5,799	6,089	6,393	6,713
			annual	66,270	69,583	73,062	76,715	80,551
55	ASSISTANT PLANNER BUILDING INSPECTOR II CODE COMPLIANCE OFFICER II SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 32.66	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69
			bi-weekly	2,613	2,743	2,880	3,024	3,176
			monthly	5,661	5,944	6,241	6,553	6,880
			annual	67,927	71,323	74,889	78,633	82,565
56	ACCOUNTANT II MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	hourly	\$ 33.47	\$ 35.15	\$ 36.90	\$ 38.75	\$ 40.69
			bi-weekly	2,678	2,812	2,952	3,100	3,255
			monthly	5,802	6,092	6,397	6,717	7,052
			annual	69,625	73,106	76,761	80,600	84,629
57	CONSTRUCTION INSPECTOR II GIS SPECIALIST II LEGAL ASSISTANT PARKS & RECREATION SUPERVISOR	SEIU	hourly	\$ 34.31	\$ 36.03	\$ 37.83	\$ 39.72	\$ 41.70
			bi-weekly	2,745	2,882	3,026	3,177	3,336
			monthly	5,947	6,244	6,557	6,884	7,229
		annual	71,365	74,933	78,680	82,614	86,745	

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
58	ASSOCIATE PLANNER	SEIU	hourly	\$ 35.17	\$ 36.93	\$ 38.77	\$ 40.71	\$ 42.75
	JUNIOR ENGINEER	SEIU	bi-weekly	2,813	2,954	3,102	3,257	3,420
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,096	6,401	6,721	7,057	7,409
			annual	73,149	76,807	80,647	84,679	88,913
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 36.05	\$ 37.85	\$ 39.74	\$ 41.73	\$ 43.82
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	2,884	3,028	3,179	3,338	3,505
	CODE COMPLIANCE OFFICER III	SEIU	monthly	6,248	6,561	6,889	7,233	7,595
	INFORMATION TECHNOLOGY ANALYST	LMCEA	annual	74,978	78,727	82,663	86,796	91,136
	MAINTENANCE SERVICES SUPERVISOR	LMCEA						
	UTILITY OPERATOR III	SEIU						
60	EXECUTIVE ASSISTANT TO THE CITY MANAGER	LMCEA	hourly	\$ 36.95	\$ 38.80	\$ 40.74	\$ 42.77	\$ 44.91
	HUMAN RESOURCES MANAGER	EXEMPT	bi-weekly	2,956	3,104	3,259	3,422	3,593
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	6,404	6,725	7,061	7,414	7,785
			annual	76,853	80,696	84,730	88,967	93,415
61	POLICE SERVICES MANAGER	LMCEA	hourly	\$ 37.87	\$ 39.77	\$ 41.75	\$ 43.84	\$ 46.03
	SENIOR CONSTRUCTION INSPECTOR	LMCEA	bi-weekly	3,030	3,181	3,340	3,507	3,683
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	6,564	6,893	7,237	7,599	7,979
			annual	78,774	82,712	86,848	91,190	95,750
62	WASTEWATER TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 38.82	\$ 40.76	\$ 42.80	\$ 44.94	\$ 47.18
			bi-weekly	3,106	3,261	3,424	3,595	3,775
			monthly	6,729	7,065	7,418	7,789	8,179
			annual	80,743	84,780	89,019	93,470	98,144
63	SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 39.79	\$ 41.78	\$ 43.87	\$ 46.06	\$ 48.36
			bi-weekly	3,183	3,342	3,509	3,685	3,869
			monthly	6,897	7,242	7,604	7,984	8,383
			annual	82,762	86,900	91,245	95,807	100,598
64	ANIMAL SERVICES MANAGER	LMCEA	hourly	\$ 40.78	\$ 42.82	\$ 44.96	\$ 47.21	\$ 49.57
	ASSISTANT ENGINEER	SEIU	bi-weekly	3,263	3,426	3,597	3,777	3,966
	PARKS AND RECREATION ADMINISTRATOR	SEIU	monthly	7,069	7,423	7,794	8,184	8,593
	PLANS EXAMINER	SEIU	annual	84,831	89,072	93,526	98,202	103,112
65	BUDGET MANAGER	LMCEA	hourly	\$ 41.80	\$ 43.89	\$ 46.09	\$ 48.39	\$ 50.81
	SENIOR ACCOUNTANT	LMCEA	bi-weekly	3,344	3,512	3,687	3,871	4,065
			monthly	7,246	7,608	7,989	8,388	8,808
			annual	86,952	91,299	95,864	100,657	105,690
66			hourly	\$ 42.85	\$ 44.99	\$ 47.24	\$ 49.60	\$ 52.08
			bi-weekly	3,428	3,599	3,779	3,968	4,167
			monthly	7,427	7,798	8,188	8,598	9,028
			annual	89,125	93,582	98,261	103,174	108,332
67	CODE COMPLIANCE SUPERVISOR	LMCEA	hourly	\$ 43.92	\$ 46.12	\$ 48.42	\$ 50.84	\$ 53.38
	PROGRAMMER ANALYST	LMCEA	bi-weekly	3,514	3,689	3,874	4,067	4,271
	SENIOR PLANNER	LMCEA	monthly	7,613	7,993	8,393	8,813	9,253
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	91,353	95,921	100,717	105,753	111,041
	SPECIAL DISTRICTS MANAGER	LMCEA						
68			hourly	\$ 45.02	\$ 47.27	\$ 49.63	\$ 52.11	\$ 54.72
			bi-weekly	3,601	3,781	3,971	4,169	4,378
			monthly	7,803	8,193	8,603	9,033	9,485
			annual	93,637	98,319	103,235	108,397	113,816
69			hourly	\$ 46.14	\$ 48.45	\$ 50.87	\$ 53.42	\$ 56.09
			bi-weekly	3,691	3,876	4,070	4,273	4,487
			monthly	7,998	8,398	8,818	9,259	9,722
			annual	95,978	100,777	105,816	111,107	116,662
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 47.30	\$ 49.66	\$ 52.15	\$ 54.75	\$ 57.49
			bi-weekly	3,784	3,973	4,172	4,380	4,599
			monthly	8,198	8,608	9,038	9,490	9,965
			annual	98,378	103,297	108,462	113,885	119,579

**CITY OF LATHROP
GRADE-STEP TABLE**

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Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
71	PARKS AND RECREATION SUPERINTENDENT	LMCEA	hourly	\$ 48.48	\$ 50.90	\$ 53.45	\$ 56.12	\$ 58.93
			bi-weekly	3,878	4,072	4,276	4,490	4,714
			monthly	8,403	8,823	9,264	9,728	10,214
			annual	100,838	105,879	111,173	116,732	122,569
72	PRINCIPAL PLANNER	LMCEA	hourly	\$ 49.69	\$ 52.18	\$ 54.78	\$ 57.52	\$ 60.40
			bi-weekly	3,975	4,174	4,383	4,602	4,832
			monthly	8,613	9,044	9,496	9,971	10,469
			annual	103,358	108,526	113,953	119,650	125,633
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 50.93	\$ 53.48	\$ 56.15	\$ 58.96	\$ 61.91
			bi-weekly	4,075	4,278	4,492	4,717	4,953
			monthly	8,828	9,270	9,733	10,220	10,731
			annual	105,942	111,239	116,801	122,641	128,773
74	CITY CLERK SENIOR CIVIL ENGINEER SENIOR ENGINEER FINANCE MANAGER (new)	EXEMPT	hourly	\$ 52.21	\$ 54.82	\$ 57.56	\$ 60.44	\$ 63.46
		LMCEA	bi-weekly	4,177	4,385	4,605	4,835	5,077
		LMCEA	monthly	9,049	9,502	9,977	10,476	10,999
		LMCEA	annual	108,591	114,021	119,722	125,708	131,993
75	INFORMATION TECHNOLOGY MANAGER	LMCEA	hourly	\$ 53.51	\$ 56.19	\$ 59.00	\$ 61.95	\$ 65.04
			bi-weekly	4,281	4,495	4,720	4,956	5,204
			monthly	9,275	9,739	10,226	10,738	11,274
			annual	111,306	116,871	122,715	128,850	135,293
76	ACCOUNTING MANAGER PARKS PROJECT MANAGER PERMIT CENTER MANAGER PROJECTS MANAGER UTILITIES & STREET MAINTENANCE SUPERINTENDENT	LMCEA	hourly	\$ 54.85	\$ 57.59	\$ 60.47	\$ 63.50	\$ 66.67
		LMCEA	bi-weekly	4,388	4,607	4,838	5,080	5,334
		LMCEA	monthly	9,507	9,983	10,482	11,006	11,556
		LMCEA	annual	114,088	119,792	125,782	132,071	138,675
77	ASSISTANT CITY ATTORNEY CHIEF BUILDING OFFICIAL	EXEMPT	hourly	\$ 56.22	\$ 59.03	\$ 61.98	\$ 65.08	\$ 68.34
		UNREP	bi-weekly	4,498	4,723	4,959	5,207	5,467
			monthly	9,745	10,232	10,744	11,281	11,845
			annual	116,940	122,787	128,926	135,373	142,141
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 57.63	\$ 60.51	\$ 63.53	\$ 66.71	\$ 70.05
			bi-weekly	4,610	4,841	5,083	5,337	5,604
			monthly	9,989	10,488	11,013	11,563	12,141
			annual	119,864	125,857	132,150	138,758	145,695
79	ECONOMIC DEVELOPMENT ADMINISTRATOR LAND DEVELOPMENT MANAGER (new)	LMCEA	hourly	\$ 59.07	\$ 62.02	\$ 65.12	\$ 68.38	\$ 71.80
		LMCEA	bi-weekly	4,725	4,962	5,210	5,470	5,744
			monthly	10,238	10,750	11,288	11,852	12,445
			annual	122,860	129,003	135,454	142,226	149,338
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA	hourly	\$ 60.54	\$ 63.57	\$ 66.75	\$ 70.09	\$ 73.59
		LMCEA	bi-weekly	4,844	5,086	5,340	5,607	5,887
		LMCEA	monthly	10,494	11,019	11,570	12,148	12,756
			annual	125,932	132,228	138,840	145,782	153,071
81	SENIOR CONSTRUCTION MANAGER CHIEF INFORMATION OFFICER (new)	LMCEA	hourly	\$ 62.06	\$ 65.16	\$ 68.42	\$ 71.84	\$ 75.43
		EXEMPT	bi-weekly	4,965	5,213	5,474	5,747	6,035
			monthly	10,757	11,295	11,859	12,452	13,075
			annual	129,081	135,535	142,311	149,427	156,898
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 63.61	\$ 66.79	\$ 70.13	\$ 73.64	\$ 77.32
			bi-weekly	5,089	5,343	5,610	5,891	6,185
			monthly	11,026	11,577	12,156	12,764	13,402
			annual	132,307	138,922	145,869	153,162	160,820
83	DIRECTOR OF HUMAN RESOURCES	EXEMPT	hourly	\$ 65.20	\$ 68.46	\$ 71.88	\$ 75.48	\$ 79.25
			bi-weekly	5,216	5,477	5,751	6,038	6,340
			monthly	11,301	11,866	12,460	13,083	13,737
			annual	135,615	142,396	149,515	156,991	164,841
84			hourly	\$ 66.83	\$ 70.17	\$ 73.68	\$ 77.36	\$ 81.23
			bi-weekly	5,346	5,614	5,894	6,189	6,499
			monthly	11,584	12,163	12,771	13,410	14,080
			annual	139,005	145,955	153,253	160,916	168,961

**CITY OF LATHROP
GRADE-STEP TABLE**

**FOR REFERENCE USE ONLY*

Eff. 01/01/2020

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
85	DIRECTOR OF PARKS & RECREATION	EXEMPT	hourly	\$ 68.50	\$ 71.93	\$ 75.52	\$ 79.30	\$ 83.26
			bi-weekly	5,480	5,754	6,042	6,344	6,661
			monthly	11,873	12,467	13,090	13,745	14,432
			annual	142,480	149,604	157,084	164,938	173,185
86	DIRECTOR OF ADMINISTRATIVE SERVICES	EXEMPT	hourly	\$ 70.21	\$ 73.72	\$ 77.41	\$ 81.28	\$ 85.34
			bi-weekly	5,617	5,898	6,193	6,502	6,827
			monthly	12,170	12,779	13,418	14,088	14,793
			annual	146,042	153,344	161,011	169,062	177,515
87	DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 71.97	\$ 75.57	\$ 79.34	\$ 83.31	\$ 87.48
			bi-weekly	5,757	6,045	6,348	6,665	6,998
		EXEMPT	monthly	12,474	13,098	13,753	14,441	15,163
			annual	149,694	157,178	165,037	173,289	181,954
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT	hourly	\$ 73.77	\$ 77.46	\$ 81.33	\$ 85.39	\$ 89.66
			bi-weekly	5,901	6,196	6,506	6,832	7,173
			monthly	12,786	13,426	14,097	14,802	15,542
			annual	153,436	161,108	169,163	177,621	186,502
89	CITY ENGINEER	EXEMPT	hourly	\$ 75.61	\$ 79.39	\$ 83.36	\$ 87.53	\$ 91.91
			bi-weekly	6,049	6,351	6,669	7,002	7,353
			monthly	13,106	13,761	14,449	15,172	15,930
			annual	157,272	165,136	173,392	182,062	191,165
90			hourly	\$ 77.50	\$ 81.38	\$ 85.45	\$ 89.72	\$ 94.20
			bi-weekly	6,200	6,510	6,836	7,177	7,536
			monthly	13,434	14,105	14,811	15,551	16,329
			annual	161,204	169,264	177,727	186,613	195,944
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 79.44	\$ 83.41	\$ 87.58	\$ 91.96	\$ 96.56
			bi-weekly	6,355	6,673	7,007	7,357	7,725
			monthly	13,769	14,458	15,181	15,940	16,737
			annual	165,234	173,495	182,170	191,278	200,842
CONTRACT								
	CITY ATTORNEY	EXEMPT	annual	\$ 214,264				
	CITY MANAGER	EXEMPT	annual	\$ 227,756				

Changes

Added:

- Land Development Manager (Grade 79)
- Administrative Technician (Grade 47)
- Administrative Technician II (Grade 51)
- Finance Manager (Grade 81)
- Chief Information Officer (Unrepresented)

* Step calculations in this workbook are formula driven, thus, causing minimal decimal differences when compared to the salaries shown in the financial software, New World System. Also, the Grade Step Table does not reflect special salary arrangements adopted for Y-Rated classifications. To obtain Y-Rated salaries, please contact the Human Resources Department.

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
2020 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

REASON FOR RECOMMENDATION:

This trip helps to promote regional projects. In addition, the City has benefited with more than \$1,790,000 in federal appropriations from its efforts over the past sixteen (16) years.

FISCAL IMPACT:

Depending on tonight's decision by Council, a budget amendment from the General Fund Reserves to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) will be required to fund Council participants to attend this years' One Voice Legislative Event. The budget amendment amount may vary depending on the option selected by Council.

Options Include	Cost	Budget Amendment
1.) Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.) Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.) Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.) Send City Manager	Approx. \$3,800	None
5.) Do not send representatives of the City in 2020	None	None

ATTACHMENTS:

- A. Resolution Authorizing Out-of-State Travel
- B. San Joaquin One Voice 2020 Registration Information

**CITY MANAGER'S REPORT
MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
2020 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

APPROVALS:




Teresa Vargas
City Clerk

3/2/2020
Date




Cari James
Administrative Services and Finance Director

3/4/2020
Date



Salvador Navarrete
City Attorney

3-2-2020
Date



Stephen J. Salvatore
City Manager

3-2-2020
Date

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT-OF-STATE TRAVEL FOR UP TO TWO COUNCIL MEMBERS AND THE CITY MANAGER TO ATTEND THE SAN JOAQUIN ONE VOICE TRIP TO WASHINGTON, D.C. FROM MAY 10, 2020 TO MAY 14, 2020, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, over the past several years, City officials have participated in thirteen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs; and

WHEREAS, in 2019, Council adopted resolution 19-4516 authorizing one Councilmember and the City Manager to attend this event; and

WHEREAS, Councilmember Paul Akinjo and City Manager Stephen Salvatore represented the City in 2018; and

WHEREAS, in previous years, the Mayor, a Council Member, and the City Manager have participated on the trip; and

WHEREAS, in order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor; and

WHEREAS, commencing with FY 2012/13 budget process, Council approved to eliminate the One Voice expense from the City Council’s budget for a savings of \$3,500 for that fiscal year; and

WHEREAS, the travel funds for subsequent fiscal years were also removed from the Council budget with the notion that if Council elected to have one or two City Council Members to attend the One Voice legislative event, a budget amendment request would come back to Council for approval; and

WHEREAS, the City Managers travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this years’ One Voice legislative event, funds are available; and

WHEREAS, the following options were considered by Council:

Options Include	Cost	Budget Amendment
1. Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2. Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3. Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4. Send City Manager	Approx. \$3,800	None
5. Do not send representatives in 2020	None	None

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby authorizes option #___ to have City and Council participant(s) attend this years' One Voice legislative event; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund Reserves to the City Council training and travel account:

Option #	Budget Amendment	Fund Account
1	\$7,600	1010-11-10-435-20-00
2	\$3,800	
3	\$3,800	
4	N/A	
5	N/A	

The foregoing resolution was passed and adopted this 9th day of March, 2020, 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

San Joaquin One Voice®

The annual San Joaquin One Voice® trip is scheduled for May 10-14, 2020 in Washington, DC. The firm of C.J. Lake, LLC is once again scheduling and facilitating our meetings with our Congressional representatives, various transportation officials, and others from USDOT, housing, education, air quality, and water agencies.

As a reminder, the Call for Projects was circulated in November and **projects are due to SJCOG by February 28, 2020**. The project requests will be brought to the SJCOG Board at their March meeting for consideration and approval. Staff will also be asking the Board to select the regional priority projects for the 2020 program.

Accommodations:

A block of rooms have been reserved at the Washington Court Hotel for May 9-14, 2020. SJCOG has negotiated a group rate of \$339 for single occupancy and \$339 for double occupancy.

The deadline to reserve a room at the group rate is April 9, 2020. You can make a reservation by visiting www.sjcog.org/onevoice and clicking on the link provided or by contacting the hotel directly at 800-321-3010. Please use group code (200508SANJ) when making your reservation.

Please Note: The hotel is often sold out in April/May. Participants are encouraged to make their reservations as soon as possible. Cancellations can be made up to 24 hours prior to arrival with no charges.

Registration:

A \$175 registration fee is required for each participant attending the 2020 San Joaquin One Voice® trip. The fee is due by April 9, 2020 and includes the costs of your materials, breakfast on each day, and the Wednesday evening reception.

The registration fee for SJCOG Board members (or their elected designee) is waived, however we do ask that everyone complete the attached form. Spouses and guests may participate in breakfasts/receptions on a per-diem basis.

Transportation:

Everyone is responsible for booking their own transportation to and from Washington, DC. SJCOG Board members (or their elected designee) shall be reimbursed for 50% of their airfare and hotel costs.

Cancellation Policy:

All cancellations after April 30, 2020 are subject to payment for all costs; i.e. meals, copying fees, etc. Substitutions are always accepted.

Additional Information:

A pre-trip planning session will be scheduled in early April (date and time are pending). We will be discussing logistics for the trip and identifying lead speakers and discussing their roles.



2020 San Joaquin One Voice® Registration Form

Name _____ Title: _____

Organization: _____

Address: _____ City: _____

State/Zip: _____ Phone: _____

Email: _____ Cell Phone: _____

Cost is **\$175 per person** and includes all continental breakfasts and the Wednesday evening reception. Registration fees apply to each **participant** (spouses and/or guests must pay if they will be participating in any meals) and must be paid by April 4, 2020. The registration fee is waived for SJCOG Board members. Registration fees underwrite the direct costs of the trip.

Amount Enclosed \$ _____

Please Note:

The purpose of the San Joaquin One Voice® trip is to seek federal support or funding for projects of broad community-wide benefit and regional significance within San Joaquin County. In order to accomplish this goal, we need to present a unified presence as we meet with Congressional, Legislative, and Departmental representatives to advocate for the regionally significant issues that have been agreed upon during the COG selection process.

We understand many of our public officials do double-duty while in D.C. However, please keep in mind the effectiveness of the scheduled One Voice® meetings rely on participation from our delegates. Please discuss any separate meetings you may be scheduling with our staff so the One Voice® meeting schedule can be modified to insure maximum and comprehensive attendance at all One Voice® meetings.

