

July 13, 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 and
Administrative Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks and 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 routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



JULY 13, 2020 – Regular Meeting Agenda – 7:00 p.m.



Printed on Recycled Paper

See Reverse

Addressing the Council

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

Citizen's Forum

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

Public Participation

Attendance to this meeting is allowed with the following guidelines. However, in accordance with Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, public participation is allowed in the following additional ways:

- Attendance by video/teleconference is not mandatory, however, it is provided as an alternate participation method :
 - 📌 **Event address: (copy and paste link on browser):**
<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=ed49ecf6dfa0e80a983264689bc705404>
 - 📌 Please log in and register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.
 - 📌 For audio only, call-in number: (408) 418-9388 Access code: 146 690 7936
No need to call-in if using WebEx audio on your computer. If using WebEx audio, please use headphones to avoid background noise interference.
- Council Meetings are live-streamed on Comcast Cable Channel 97 and on the City's website at <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at Tvargas@ci.lathrop.ca.us
- In order to allow the City Council adequate time to review questions and comments, please submit written questions or comments by 3:00 p.m., on the day of the meeting.

If you have travelled internationally and/or you have had direct contact with someone who has travelled internationally or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, sore throat, chills, muscle pain, headache, new loss of taste or smell, difficulty breathing/shortness of breath, or other flu-like symptoms, please DO NOT ATTEND this meeting in person.

If you are in the group of individuals who may be most vulnerable to COVID-19, including older adults and those with underlying health conditions, including but not limited to heart disease, lung disease, immune-compromised, diabetes, or other conditions that could interfere with your ability to fight COVID-19, please consider carefully before attending this meeting in person and keep a six-foot distance from others as much as possible.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage: <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:

City of Lathrop
Teresa Vargas, City Clerk
390 Towne Centre Drive, Lathrop, CA 95330 / Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 13, 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 5:30 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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- Titles: City Manager, City Attorney

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

- 2 Potential Case(s)

RECONVENE

1.2.3 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 PROCLAMATION DECLARING JULY AS ESSENTIAL WORKERS MONTH

2.2 PROCLAMATION DECLARING JULY AS PARKS MAKE LIFE BETTER MONTH

2.3 NEW EMPLOYEE INTRODUCTION

- Trent DaDalt, Assistant Planner
- Clarisa Basa, Administrative Assistant II
- Saira Tristan, Administrative Assistant II
- Grace Manganaan, Administrative Assistant II
- Alex Gonzales, Utility Operator I

2.4 ECONOMIC DEVELOPMENT UPDATE

2.5 UPDATE FOR CIP WW 20-17, SURFACE WATER DISCHARGE PROJECT

2.6 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

3. CITIZEN'S FORUM

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities. (See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered 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 GANN APPROPRIATION LIMIT FOR FISCAL YEAR 2020-21
Adopt Resolution Determining the Total Annual Appropriations Subject to Limitation, for Fiscal Year 2020-21
- 4.3 PUBLIC WORKS DEPARTMENT RESTRUCTURING
Adopt Resolution Approving the Proposed Public Works Department Restructuring to Accomplish the Following:
1. Un-fund Vacant Principal Engineer Position
2. Fund an Associate Engineer Position
- 4.4 AUTHORIZE APPLICATION FOR, AND RECEIPT OF, LEAP GRANT FUNDS THROUGH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Adopt a Resolution Authorizing Application for, and Receipt of, LEAP Grant Program Funds through the State Department of Housing and Community Development
- 4.5 APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Professional Services Agreements with Ascent Environmental Inc., Robertson-Bryan Inc., and EKI Environment & Water, Inc. for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment
- 4.6 PROFESSIONAL SERVICE AGREEMENT WITH THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY
Adopt a Resolution Approving a Professional Services Agreement with the Economic Development Association of San Joaquin County for Economic Development Support Services
- 4.7 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN
Adopt Resolution Accepting Public Improvements for Stanford Crossing Neighborhood Park Located in Central Lathrop Specific Plan
- 4.8 APPROVE CONSTRUCTION CONTRACT FOR WARREN AVENUE SIDEWALK IMPROVEMENTS CIP PS 19-05
Adopt Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Warren Avenue Sidewalk Improvements CIP PS 19 05 and Related Budget Amendment

- 4.9 APPROVE ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS
Adopt a Resolution Approving a Contract for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. and Related Budget Amendment
- 4.10 VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA
Adopt Resolution, Acting as the Land Use Agency, Validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin)
- 4.11 REQUEST FOR OUT-OF-STATE TRAVEL FOR PARKS AND RECREATION DEPARTMENT RECOMMENDATIONS
Adopt Resolution to Approve a Request for Out-of-State Travel to Allow the Parks and Recreation Superintendent to attend the CalFest Board Meeting in Reno, Nevada
- 4.12 PARKS AND RECREATION DEPARTMENT STAFFING RECOMMENDATIONS
Adopt a Resolution Approving the Proposed Parks and Recreation Staffing Changes including the addition of 2 Part Time Sr. Recreation Leaders and 20 Part Time Recreation Leader Positions to accommodate the needs created by COVID-19 requirements

RIVER ISLANDS CONSENT ITEM(S)

- 4.13 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)
Adopt Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) Area Levees of Reclamation District 2062 by the Year 2025

5. SCHEDULED ITEMS - None

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL: Reappoint Nellie Zavala as the City of Lathrop Representative to the San Joaquin County Commission on Aging with Term Expiring June 30, 2023
- 6.2 MAYOR DHALI WAL REFERRAL: Appointment of One (1) Member to the Parks and Recreation Commission with Term Expiring June 30, 2023
 - One (1) Application for Consideration

6.3 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL: Discussing on Outdoor Dining Options Within City Limits Following Specific Guidelines Provided by the San Joaquin County Department of Public Health

6.4 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 (VACANT)*
- *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)*

6.5 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk

**ITEM: GANN APPROPRIATION LIMIT FOR FISCAL YEAR
2020/21**

**RECOMMENDATION: Adopt Resolution Determining the Total Annual
Appropriations Subject to Limitation, for Fiscal Year
2020/21**

SUMMARY:

California voters adopted the GANN Initiative (also known as GANN Limit) in 1979. The purpose of the GANN Initiative is to limit tax revenues which can be appropriated in any fiscal year. The GANN Limit is calculated by increasing the base year tax revenues by the Population Growth factor and one of the following: 1. Changes in Assessed Values attributed to Non-Residential Growth or 2. Changes in the Per Capita Personal Income factor whichever is greater and readily available. To comply with Article XIII.B of the State Constitution and Government Code 7900 and as part of the budget process, the City adopts the GANN Limit.

After reviewing the GANN Limit's growth factors, staff recommends using the Assessed Value attributed to Non-Residential Growth to set the appropriation limit at \$235,194,000 (Attachment "B") for Fiscal Year 2020/21. The Fiscal Year 2020/21 budget remains in compliance within the appropriation limit.

BACKGROUND:

The GANN Limit originated with Proposition 4 and was passed by California voters in November 1979 (also known as the Gann Initiative). The purpose of the GANN Limit is to limit tax growth.

Section 7910 of the Government Code of the State of California requires that the governing bodies of each local jurisdiction establish its appropriation limit for the following fiscal year pursuant to Article XIII B of the State Constitution (GANN Initiative). The GANN Initiative limits the amount of revenue which can be appropriated in any fiscal year. However, not all revenues are restricted, only those referred to as "proceeds of taxes". The limit is adjusted annually for population growth, inflation/per capita income or changes to non-residential new construction, and other factors. Certain appropriations are exempt from the GANN Limit, such as voter-approved debt, court orders, and federal mandates.

The GANN Limit is calculated by increasing the base year tax revenues annually by a population growth factor and by one of the following:

1. The increase in Assessed Value attributed to Non-Residential Growth; or
2. The increase or decrease in California Per Capita Personal Income

**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
GANN LIMIT FISCAL YEAR 2020/21**

PAGE 2

Staff has prepared the FY 2020/21 GANN Appropriation Limit calculation (shown in Attachment "B" of the Proposed Resolution). The increase in Assessed Value attributed to Non-Residential Growth of 10.13% was chosen as the factor to compute the GANN Limit since the Per Capita Personal Income that was provided by Department of Finance was a lesser amount.

The GANN Appropriation Limit for FY 2020/21 is \$235,194,000 as calculated in Attachment "B" of the proposed resolution.

REASON FOR RECOMMENDATION:

The City is required by State law to annually adopt the GANN Limit.

FISCAL IMPACT:

The City's FY 2020/21 appropriations funded by tax revenues are within the required GANN Limit.

ATTACHMENTS:

- A. Resolution Determining the Total Annual Appropriation Subject to Limitation, for Fiscal Year 2020/21
- B. Proposition 4 Appropriation GANN Limit Calculations for Fiscal Year 2020/21

**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
GANN LIMIT FISCAL YEAR 2020/21**

APPROVALS:



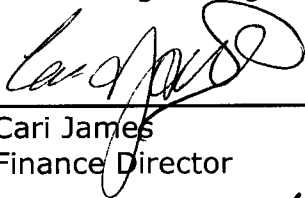
Sandra Frias
Senior Management Analyst

7/6/2020
Date




Thomas Hedegard
Accounting Manager

7/6/20
Date



Cari James
Finance Director

7/6/2020
Date



Salvador Navarrete
City Attorney

7-6-2020
Date



Stephen J Salvatore
City Manager

7-7-2020
Date

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO
LIMITATION, FOR FISCAL YEAR 2020/21**

WHEREAS, the City of Lathrop has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2020; and

WHEREAS, the City Council should determine its final annual appropriations that are subject to limitation pursuant to Article XIII.B of the State Constitution; and

WHEREAS, said total annual appropriations subject to limitation of the City of Lathrop has been computed by the Director of Finance in accordance with the provisions in Article XIII.B and Government Code 7900, et seq; and

WHEREAS, the increase in the assessed value attributed to non-residential growth of 10.13% was used rather than per capita personal income; and

WHEREAS, the City of Lathrop has complied with all of the provisions of Article XIII.B and Government Code 7902 in determining the Gann Limit which has been calculated for fiscal year 2020/21 to be \$235,194,000 (see Attachment "B");

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Gann Limit for 2020/21 as set forth in Attachment "B".

The foregoing resolution was passed and adopted this 13th day of July 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
PROPOSITION 4 APPROPRIATION GANN LIMIT CALCULATIONS

2000-01 GANN LIMIT	30,292,149
2001-02 GANN LIMIT	34,068,671
2002-03 GANN LIMIT	41,338,925
2003-04 GANN LIMIT	46,340,935
2004-05 GANN LIMIT	49,037,977
2005-06 GANN LIMIT	51,774,296
2006-07 GANN LIMIT	61,109,202
2007-08 GANN LIMIT	71,980,529
2008-09 GANN LIMIT	80,085,537
2009-10 GANN LIMIT	82,111,701
2010-11 GANN LIMIT	81,627,242
2011-12 GANN LIMIT	87,006,477
2012-13 GANN LIMIT	91,800,534
2013-14 GANN LIMIT	98,612,134
2014-15 GANN LIMIT	101,077,437
2015-16 GANN LIMIT	108,061,888
2016-17 GANN LIMIT	121,072,539
2017-18 GANN LIMIT	130,843,093
2018-19 GANN LIMIT	150,652,737
2019-20 GANN LIMIT	202,160,908
2020-21 GANN LIMIT	235,194,000

2020-21 FINAL CALCULATION

The City will use the percentage change in Non Residential New Construction
to calculate the Final Gann Limit.

ADJUST FOR CHANGE IN POPULATION

Based on California Department of Finance Information

Increase 5.64%

Adjust for Change in Non Residential New Construction

Per Change in Non Residential New Construction: 10.13%

Adjust by the Above Factors:

Population 1.0564x Change in Non Res 1.1013 = 1.1634

$\$202,160,908 \times 1.1634 = \$235,194,000$

If you have any questions, contact Cari James in the Finance Department.

ITEM 4.3

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC WORKS DEPARTMENT RESTRUCTURING

RECOMMENDATION: Adopt Resolution Approving the Proposed Public Works Department Restructuring to Accomplish the Following:

1. Un-fund Vacant Principal Engineer Position
2. Fund an Associate Engineer Position

SUMMARY:

Public Works is the largest City department and is responsible for executing all development projects, capital improvement projects, regulatory compliance as well as maintenance and operations of City facilities and infrastructure. The traditional staffing model for the management of the department included a Public Works Director, Principal Engineer, City Engineer and Operations Superintendent.

In response to Lathrop's rapid growth in recent years, we have taken steps consistent with realigning our staffing needs to meet the demands of each of the four divisions within Public Works. In April of 2018, we created the Senior Construction Manager position to facilitate the management and execution of the City's capital improvement projects as well as various development projects. This past March we created the Land Development Manager position to provide the complex engineering required for development. This position largely focuses on various development projects including River Islands, Stanford Crossing, Gateway and South Lathrop Commerce Center.

Because of those changes, workflow in the department has been streamlined significantly; however, the Principal Engineer position no longer functions in a supervisory role as intended under the traditional model. Staff requests Council approval to un-fund the vacant Principal Engineer position and fund an associate level engineering position that will focus on work product delivery versus supervision reducing cost and further streamlining work product delivery. Below is a fiscal summary of the changes:

- Un-fund the vacant Principal Engineer Position
\$157,663 (salary) + \$46,257 (overhead cost) = \$206,816
- Fund an Associate Engineer Position
\$123,166 (salary) + \$39,197 (overhead cost) = \$156,399

If Council adopts the resolution there will be a net savings to the General Fund of \$50,417.

REASON FOR RECOMMENDATION:

Creating the Senior Construction Manager position and the Land Development Manager position has greatly streamlined the work flow within the department. However, an additional step is needed to un-fund the Principal Engineer position and fund an associate level engineering position. The proposed associate level position will focus on work product delivery, versus supervision, which will be cost effective and further streamline work flow within the department.

These efficiencies will allow the department to meet the demands of current land development and capital projects. Below is a list of significant projects that the proposed change will help facilitate:

CIP Projects

- Harlan Road Realignment Project at Roth Road
- Manthey Road Bridge Replacement
- Louise Avenue Pavement Rehabilitation
- River Islands Parkway Widening
- State Route 120 and Yosemite Ave Interchange Improvements
- Louise Avenue and Interstate 5 Interchange Improvements
- Consolidated Treatment Facility – Surface Water Discharge

Development Projects

- River Islands Residential Project – Phase 2
- Stanford Crossing Residential – Phase 1B (approx. 600 homes)
- Stanford Crossing Commercial – Evergreen
- Gateway Industrial Project – Phase 1 (Two warehouses totaling approx. 1 million sq. ft.)
- South Lathrop Commerce Center - Additional warehouses totaling approx. 1.5 million sq. ft.
- CFT Commercial Development (Sonic & Dutch Bros)
- Reynolds and Brown (formally the Pilkington Property) Industrial Development
- LBA North Industrial Development

FISCAL IMPACT:

Below is a fiscal summary of the changes:

- Un-fund the vacant Principal Engineer Position
\$157,663 (salary) + \$46,257 (overhead cost) = \$206,816
- Fund an Associate Engineer Position
\$123,166 (salary) + \$39,197 (overhead cost) = \$156,399

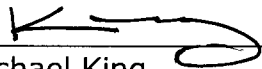
If Council adopts the resolution there will be a net savings to the general fund of \$50,417.

ATTACHMENTS:

- A. Resolution Approving the Proposed Public Works Department Restructuring to Un-fund Vacant Principal Engineer Position and Fund an Associate Engineer Position


**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
PUBLIC WORKS DEPARTMENT RESTRUCTURING**

APPROVALS:




Michael King
Director of Public Works

7-8-2020
Date




Cari James
Finance & Administrative
Services Director

7/8/2020
Date



Salvador Navarrete
City Attorney

7-8-2020
Date



Stephen J. Salvatore
City Manager

7-8-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PROPOSED PUBLIC WORKS DEPARTMENT RESTRUCTURING TO UN-FUND VACANT PRINCIPAL ENGINEER POSITION AND FUND AN ASSOCIATE ENGINEER POSITION

WHEREAS, Public Works is the largest City department and is responsible for executing all development projects, capital improvement projects, regulatory compliance as well as maintenance and operations of City facilities and infrastructure; and

WHEREAS, in response to Lathrop’s rapid growth in recent years, we have created the Senior Construction Manager position and the Land Development which has greatly streamlined the work flow within the department; and

WHEREAS, the traditional staffing model for the management of the department included a Public Works Director, Principal Engineer, City Engineer and Operations Superintendent; and

WHEREAS, the Principal Engineer position no longer functions in a supervisory role as intended under the traditional model, therefore, staff requests Council approval to un-fund the vacant Principal Engineer position and fund an associate level engineering position; and

WHEREAS, the proposed associate level position will focus on work product delivery, versus supervision, which will be cost effective and further streamline work flow within the department; and

WHEREAS, the proposed request has the following fiscal impact:

- Un-fund the vacant Principal Engineer Position
\$157,663 (salary) + \$46,257 (overhead cost) = \$206,816
- Fund an Associate Engineer Position
\$123,166 (salary) + \$39,197 (overhead cost) = \$156,399

If Council adopts the resolution there will be a net savings to the General Fund of \$50,417.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does approve the Proposed Public Works Department Restructuring to Un-fund Vacant Principal Engineer Position and Fund an Associate Engineer Position.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

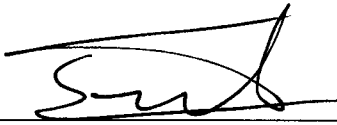
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

ITEM: AUTHORIZE APPLICATION FOR, AND RECEIPT OF, LEAP GRANT FUNDS THROUGH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

RECOMMENDATION: City Council to Consider the Following:

Adopt a Resolution Authorizing Application for, and Receipt of, LEAP Grant Program Funds through the State Department of Housing and Community Development

SUMMARY:

On November 21, 2019, the City Council adopted a Resolution authorizing staff to submit an application for Senate Bill 2 Planning Grant Funds to promote housing production. The Council authorized three programs: 1) Housing Element Update, 2) Accessory Dwelling Units (ADUs) Pre-Approved Building Plans, and 3) Code text Amendment to Lathrop Municipal Code (LMC) as it relates to ADUs. The City received approval from the Department of Housing and Community Development for \$149,000 on April 24, 2020. Since then, a similar Grant Funding opportunity has been made available by the Department of Housing and Community Development – Local Early Action Planning (LEAP) Grants Program.

On January 27, 2020, the State of California, Department of Housing and Community Development issued a Notice of Funding Availability (NOFA) for its LEAP Grants Program. LEAP is made available as a portion of the Local Government Planning Supports Grant Program and provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the Regional Housing Need Allocation (RHNA).

The LEAP Grant has \$119,040,000 available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. The maximum award amounts are based on population estimates as of January 1, 2019. Based on Lathrop's population (24,268 as of January 1, 2019), the maximum award amount is \$150,000.

LEAP Grant Applications are submitted to the Department of Housing and Community Development with an application deadline of July 1, 2020. Staff has identified three programs that would qualify for LEAP Grant Funding:

- 6th Cycle Housing Element Update;
- Accessory Dwelling Units Pre-Approved Building Plans; and
- General Plan Update

**CITY MANAGERS REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
LEAP GRANT FUNDING**

PAGE 2

6th Cycle Housing Element Update

The Housing Element is a required Element of the City's General Plan and is required by State law to be periodically updated. The Housing Element is essential for establishing a policy framework appropriate for the City's long-term housing needs.

The City Council may recall recently adopting the 5th Cycle Housing Element Update on December 9, 2019 is for the planning period of 2013 – 2023. The City Council may also recall SB 2 funding to pay ourselves back for costs associated with the preparation of the 5th Cycle Housing Element Update.

Looking ahead, the Department of Housing and Community Development has issued the schedule for the 6th Cycle Housing Element, which is for a planning period from December 15, 2023 to December 15, 2031 (8 years). The deadline for adopting the 6th Cycle Housing Element is December 15, 2023 which is more than three (3) years away. However, it can take up to one year to update the City's Housing Element to meet existing and new statutory requirements.

The San Joaquin Council of Governments (SJCOG) is currently updating the 6th Cycle Regional Housing Needs Allocation (RHNA) Plan. 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 distribute the RHNA to each jurisdiction. The City is part of the RHNA adoption process and a member of the Steering Committee and together with the other Cities in the County, will make a recommendation to the Policy Board on the RHNA Plan. The 6th Cycle RHNA is estimated to be adopted by the SJCOG Policy Board in 2021 or 2022. Following adoption, the City will kick-off the preparation of the 6th Cycle Housing Element Update. The City will utilize LEAP Grant Program funds to prepare the 6th Cycle Housing Element Update as the HCD has coordinated the expenditure date with the due date of the 6th Cycle Housing Element Update. The City estimates that the cost to prepare the 6th Cycle Housing Element Update will be \$50,000.

ADU Building Permit Plans

As discussed during the recent Housing Element Update process and adoption, new State Law has provided additional flexibility to the construction of new Accessory Dwelling Units (ADU) (also known as secondary dwelling units or mother-in-law units). An ADU is a living quarters (up to 1,200 square feet if detached) that is an accessory to the principal dwelling unit. They are typically constructed in the rear of the property but can also be attached to the dwelling unit. In addition, the new ADU law also allows for the conversion of the garage into an ADU and has removed the requirement for replacement off-street parking.

**CITY MANAGERS REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
LEAP GRANT FUNDING**

PAGE 3

The ADU program would include the preparation of up to seven pre-engineered ADU plans ranging in size from 250 sq. ft. to 1,000 sq. ft. that can be used by a resident to construct an ADU. Options will include asphalt shingle or tile roof, and lap siding or stucco and building permits could be issued over the counter after a brief planning review, thus streamlining the process significantly. The intent of the ADU program is to encourage quality development of ADUs to supplement existing home construction, provide a convenient alternative to avoid garage conversions and to ensure that ADU's are permitted and built to California Building Code standards.

The City received approval of Senate Bill 2 funding to contribute to the preparation of ADU Pre-Approved Plans (\$55,000). The City is requesting an additional \$20,000 to prepare the Pre-Approved Plans with this LEAP Grant Application.

General Plan Update

The City is currently underway in updating the City's General Plan. The LEAP Planning Grant states that an eligible activity is "rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs." The City is requesting \$80,000 dollars to be allocated towards the General Plan Update effort.

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, and if determined to be appropriate, adopt a resolution authorizing the City Manager to execute and submit the application for the LEAP Grant Program Funds and appoint the City Manager, or designee, to execute the LEAP Grant Application and amendments, if necessary.

FISCAL IMPACT:

There are potential positive fiscal impacts associated with the LEAP Grant Program as the grant could fund up to \$150,000 in City of Lathrop Planning projects.

ATTACHMENTS:

1. City Council Resolution for the LEAP Grant Application
2. Notice of Funding Availability – LEAP Grant Program


**CITY MANAGERS REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
LEAP GRANT FUNDING**

APPROVALS:



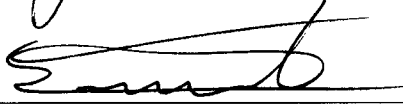
Mark Meissner
Community Development Director

6/24/2020
Date



Cari James
Finance Director

6/24/2020
Date



Salvador Navarrete
City Attorney

6-29-2020
Date



Stephen J. Salvatore
City Manager

6-30-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Lathrop desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lathrop, as follows:

Section 1. The City Manager is hereby authorized and directed to apply for and directed to apply for and submit to the Department the Application package;

Section 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Lathrop is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of **\$150,000**, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's objections related thereto, and all amendments thereto; and

Section 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and the timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for the eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

The foregoing resolution was passed and adopted this 13st day of July, 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

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



January 27, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development**

**SUBJECT: NOTICE OF FUNDING AVAILABILITY -
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Program applications, forms and instructions are available on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

**LOCAL EARLY ACTION PLANNING GRANTS PROGRAM
(LEAP)
2020 NOTICE OF FUNDING AVAILABILITY**



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director
California Department of Housing and Community Development
Division of Housing Policy Development**

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2911

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

Table of Contents

I.	Introduction.....	1
II.	Authority and Scope	1
III.	Program Summary	2
IV.	Program Timeline	2
V.	Award Amounts	3
VI.	Eligible Applicants	3
VII.	Eligible Activities.....	4
VIII.	Ineligible Activities	6
IX.	Eligible Uses.....	7
X.	Ineligible Uses	7
XI.	Application Requirements.....	7
XII.	Application Submission Requirements	8
XIII.	Application Review	8
XIV.	Award Letter and Standard Agreement	9
XV.	Appeals	9
XVI.	Administration.....	10
XVII.	Right to Modify or Suspend the NOFA, and Final Decision-making	13
XVIII.	Definitions.....	14

2019 NOTICE OF FUNDING AVAILABILITY LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019)). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

Event	Date
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

V. Award Amounts

This Program will make \$119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.¹ The minimum award amount is \$25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	\$1,500,000
300,000 to 749,999	\$750,000
100,000 to 299,999	\$500,000
60,000 to 99,999	\$300,000
20,000 to 59,999	\$150,000
Less than 20,000	\$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to \$1.0 million.

VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

¹ Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

Prohousing Policies

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

programs.

Pursuant to Gov. Code Section 65589.9(f)(2), "Prohousing" policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

- A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
- B. Reducing parking requirements for sites that are zoned for residential development;
- C. Adoption of zoning allowing for use by right for residential and mixed-use development;
- D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
- E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
- F. Process improvements that reduce permit processing time;
- G. Creating of objective development standards;
- H. Studies and implementing actions that reduce development impact fees; and
- I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200."

VIII. Ineligible Activities

- 1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
- 2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
- 3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
- 4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

IX. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

X. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

XI. Application Requirements

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

Accelerating Housing Production: Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

State and Other Planning Priorities: Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

XII. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

XIII. Application Review

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

- information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
 7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
 8. The Department may request additional information to complete and approve the application for funding;
 9. Applications recommended for funding are subject to conditions specified by the Department;
 10. Applications will be reviewed within 30 days from the date the Department receives the application; and
 11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

XIV. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

XV. Appeals

1. Basis of Appeals:
 - A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
 - B. The decision of the Director is final and not subject to further administrative or judicial review.
 - C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.
2. Appeals Process and Deadlines:
 - A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

- B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

XVI. Administration

1. Grant Execution and Term

- A. The Department will notify the grantee if they have been selected for a grant award;
- B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
- C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
- D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

2. Payment and Accounting of Grant Funds

- A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
- C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
- D. Work must be completed prior to requesting reimbursement;
- E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
- F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

3. Accounting Records and Audits

- A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
- D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- E. Subcontractors employed by the grantee and paid with moneys under the

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

- F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- G. The Department may request additional information, as needed, to meet other applicable audit requirements; and
- H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

4. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
- B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

5. Reporting

- A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;
- B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction; and
 - A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.
- C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
- D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
- E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
- F. The Department shall maintain records of the following and provide that information publicly on its internet website:
- The name of each applicant for Program funds and the status of that entity's application;
 - The number of applications for Program funding received by the Department; and
 - The information described in 5(B) above for each recipient of Program funds.

XVII. Right to Modify or Suspend the NOFA, and Final Decision-making

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here:

http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Further, the Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

XVIII. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

- A. "Accelerating Housing Production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.
- B. "Affordability" means a housing unit that satisfies at least one of the following criteria:
 - 1. It is available at an "affordable rent" as that term is used and defined in Section 50053 of the Health & Safety Code;
 - 2. It is offered at an "affordable housing cost", as that term is used and defined in Section 50052.5 of the Health & Safety Code; or
 - 3. It is available at an "affordable rent" or an "affordable housing cost" according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).
- C. "Annual Progress Report" (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
- D. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.
- E. "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.
- F. "Department" means the California Department of Housing and Community Development.

- G. "Housing" means any development that satisfies both of the following criteria:
1. At least two-thirds of the square footage of the development must be designated for residential use; and
 2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

- H. "Housing Element" or "element" means the Housing Element of a community's General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.
- I. "Jurisdiction" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.
- J. "Local government" or "Locality" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.
- K. "Objective zoning standard", "objective subdivision standard", and "objective design review standard" means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. "Objective design review standards" means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.
- L. "Other Planning Priorities" means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.
- M. "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

- N. **“State Planning Priorities”** means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.

- O. **“Streamlined Housing Production”** means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment 1

Close Out Reporting Form

LEAP Grant Close Out Reporting Template

Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

LEAP Grant Close Out Reporting Template

Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email

ITEM 4.5

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Professional Services Agreements with Ascent Environmental Inc., Robertson-Bryan Inc. and EKI Environment & Water, Inc. for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment**

SUMMARY:

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. This project is needed to minimize future sewer rate increases, and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

Additional services from Ascent Environmental Inc. (Ascent), Robertson-Bryan Inc. (RBI) and EKI Environment & Water, Inc. are needed to meet California Environmental Quality Act (CEQA) requirements, and to further advance the project design and permitting efforts with the Regional Water Quality Control Board (RWQCB). The table below summarizes the requested Professional Services Agreements (PSAs):

Consultant	Scope	Cost
Ascent	Amendment 1 - Biological Assessment to Support Consultation with U.S. Fish and Wildlife Service	\$109,914
RBI	Obtain Environmental Permits	\$249,504
EKI	Modeling and Hydraulic Calculations of the Recycled Water System	\$48,000
	Total	\$407,418

Staff is recommending Council approve the additional PSAs with Ascent, RBI and EKI. Sufficient funds were not included in the adopted Fiscal Year 20/21 budget; therefore, staff is requesting a related budget amendment in the amount of \$407,418 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

CITY MANAGER'S REPORT **PAGE 2**
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

BACKGROUND:

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow (WQCF) and the City of Lathrop's CTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the Lathrop CTF is currently discharged to land via ponds and sprayfields. Lathrop CTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (Central Valley Water Board).

In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc. to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc. to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

On October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project, and approved an initial project budget of \$250,000.

On April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors. Staff has worked closely with the Central Valley Water Board and made substantial progress over the past two years.

REASON FOR RECOMMENDATION:

The ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water. Additional services from Ascent, RBI, and EKI are needed to meet the project CEQA requirements and to further advance the project design and permitting efforts with the Central Valley Regional Water Quality Control Board (RWQCB).

CITY MANAGER'S REPORT **PAGE 3**
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

FISCAL IMPACT:

The table below summarizes additional Professional Services Agreements (PSAs) and the associated cost needed to complete Phase 2 EIR and Permitting for the Surface Water Discharge Project:

Consultant	Scope	Cost
Ascent	Amendment 1 - Biological Assessment to Support Consultation with U.S. Fish and Wildlife Service	\$109,914
RBI	Obtain Environmental Permits	\$249,504
EKI	Modeling and Hydraulic Calculations of the Recycled Water System	\$48,000
Total		\$407,418

Funds approved in the Surface Water Discharge Project CIP WW 20-17 in fiscal year 2020/2021 are insufficient to complete Phase 2 EIR and Permitting. Therefore, staff is requesting City Council approve a budget amendment transferring \$406,966 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010		\$407,418
Increase Transfer In 6090-9900-393-0000	WW 20-17	\$407,418
Increase Appropriation 6090-8000-420-83-00	WW 20-17	\$407,418

ATTACHMENTS:

- A. Resolution Approving Professional Services Agreements with Ascent Environmental Inc., Robertson-Bryan Inc. and EKI Environment & Water, Inc. for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment
- B. Amendment No. 1 to Professional Services Agreement with Ascent Environmental Inc. to Provide Additional Environmental Consulting Services (Phase 2) for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17
- C. Professional Services Agreement with Robertson-Bryan Inc. to Obtain Environmental Permits for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20 17

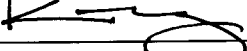
JULY 13, 2020 CITY COUNCIL REGULAR MEETING

**APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT**

- D. Professional Services Agreement with EKI Environment & Water, Inc. for Technical Assistance Services for the Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17

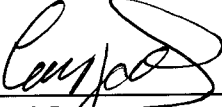
CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17
SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

APPROVALS:



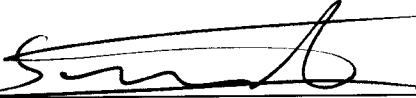
Michael King
Public Works Director

7-6-2020
Date



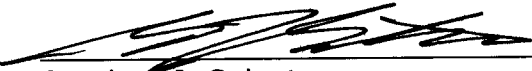
Cari James
Finance & Administrative Services Director

7/7/2020
Date



Salvador Navarrete
City Attorney

7-6-2020
Date



Stephen J. Salvatore
City Manager

7-8-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH ASCENT ENVIRONMENTAL INC., ROBERTSON-BRYAN INC. AND EKI ENVIRONMENT & WATER, INC. FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

WHEREAS, the CIP WW 20-17 Surface Water Discharge project was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent from the Lathrop CTF to the San Joaquin River; and

WHEREAS, the ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water; and

WHEREAS, on January 14, 2019 Council approved an agreement with Robertson-Bryan, Inc. (RBI) to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939; and

WHEREAS, on June 10, 2019 Council approved Task Order No. 2 with Ascent Environmental, Inc. (Ascent) to Prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287; and

WHEREAS, on October 14, 2019, Council approved creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project and approved an initial project budget of \$250,000; and

WHEREAS, on April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements; and

WHEREAS, additional services from Ascent, RBI, and EKI Environment & Water, Inc. (EKI) are needed to meet California Environmental Quality Act (CEQA) requirements and to further advance the project design and permitting efforts with the Regional Water Quality Control Board (RWQCB); and

WHEREAS, the table below summarizes the requested Professional Services Agreements (PSAs):

Consultant	Scope	Cost
Ascent	Amendment 1 - Biological Assessment to Support Consultation with U.S. Fish and Wildlife Service	\$109,914
RBI	Obtain Environmental Permits	\$249,504
EKI	Modeling and Hydraulic Calculations of the Recycled Water System	\$48,000
Total		\$407,418

WHEREAS, sufficient funds were not included in the adopted Fiscal Year 20/21 budget and staff is requesting City Council approve a budget amendment transferring \$406,966 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010	(Wastewater Connection Fee)	\$407,418
Increase Transfer In 6090-9900-393-0000	(Wastewater CIP WW 20-17)	\$407,418
Increase Appropriation 6090-8000-420-83-00	(Wastewater CIP WW 20-17)	\$407,418

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Professional Services Agreements with Ascent for a cost of \$109,914, with RBI for a cost of \$249,504 and with EKI for a cost of \$48,000 in order to meet California Environmental Quality Act (CEQA) requirements, and to further advance project design and permitting efforts with the Regional Water Quality Control Board (RWQCB) for the CIP WW 20-17 Surface Water Discharge project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$407,418 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

The foregoing resolution was passed and adopted this 13th day of July 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

AMENDMENT NO. 1

**TO THE PROFESSIONAL ENGINEERING CONSULTING SERVICES
AGREEMENT BETWEEN THE CITY OF LATHROP AND
ASCENT ENVIRONMENTAL, INC. DATED MARCH 30, 2020**

**FOR BIOLOGICAL ASSESSMENT TO SUPPORT CONSULTATION
WITH U.S. FISH AND WILDLIFE SERVICE FOR THE SURFACE WATER
DISCHARGE PROJECT – CIP WW 20-17**

THIS CONTRACT AMENDMENT (hereinafter “AMENDMENT NO. 1”) to the agreement between Ascent Environmental and the City of Lathrop dated March 30, 2020, (hereinafter “AGREEMENT”) dated for convenience this **13th of July 2020**, is by and between **Ascent Environmental** (“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 and CITY entered into an AGREEMENT to provide Professional Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated March 30, 2020; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit “A” for Amendment No. 1 for Biological Assessment to Support Consultation with U.S. Fish and Wildlife Service for the Surface Water Discharge Project – CIP WW 20-17; 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:

AMENDMENT NO. 1 TO AGREEMENT

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1
WITH ASCENT ENVIRONMENTAL FOR CIP WW 20-17

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" in addition to the scope of work in the original AGREEMENT dated March 30, 2020. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional sum of **\$109,914** for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **July 13, 2020**, and it shall terminate no later than **June 30, 2021**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

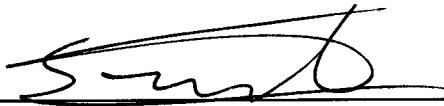
All terms and conditions set forth in the AGREEMENT dated March 30, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

(5) Signatures

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1
WITH ASCENT ENVIRONMENTAL FOR CIP WW 20-17

Approved as to Form: City of Lathrop
City Attorney



Salvador Navarrete Date 7-6-2020

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 Date
City Manager

Consultant: Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: (916) 842-3179

Federal ID # _____
Business License # 20730

Signature Date

Print Name and Title



Lathrop Surface Water Discharge Project - Phase 2 EIR and Permitting Services
Ascent Environmental Project No. 19010070.05 Amendment No. 1 (CIP WW 20-17)
Out-of-Scope Services
June 9, 2020

CTF and outfall design changes, the new outfall location, additional staging areas, and refinements to the approach to design capacity, construction methods, and operations has required additional coordination, substantial revisions to the project description and figures, additional meetings, field work, and modeling, and revisions to reports and impact analyses not accounted for in the original budget for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project Phase 2 EIR and Permitting. In addition, it has been determined that potential project-related effects to Delta smelt and riparian brush rabbit, both U.S. Fish and Wildlife Service (USFWS) special-status species, would not be covered under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), and therefore, a BA will need to be prepared to support consultation with USFWS under the Endangered Species Act. This amendment addresses these additional services required to complete the Phase 2 EIR and Permitting for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project.

Task 1: Finalize Project Description

As stated above, changes to the proposed outfall location and CTF design, addition of new staging areas, and refinements to construction methods and operations have required substantial revision to the Project Description and figures not accounted for in the Task 1 budget. Additional budget to cover the additional services and finalize the Project Description.

Task 2: Conduct Special Studies

Additional Field Surveys

An Ascent biologist will conduct a biological reconnaissance survey and habitat assessment, elderberry shrub mapping, and botanical surveys within the project impact areas as depicted in engineering design drawings provided to Ascent on June 1, 2020, including access and staging areas, plus a 50-foot buffer area. The botanical surveys, biological reconnaissance, and elderberry mapping will be conducted concurrently during a one-day site visit.

Botanical surveys will be conducted at a level necessary to determine presence/absence of special-status plant species that bloom during June. Special-status plant species that will be targeted during botanical surveys, if suitable habitat is found, include large-flowered fiddleneck, heartscale, lesser saltscare, big tarplant, watershield, palmate-bracted bird's-beak, slough thistle, recurved larkspur, Delta button-celery, San Joaquin spearscale, woolly rose-mallow, Delta tule pea, Mason's lilaeopsis, Sanford's arrowhead, Suisun Marsh aster, and Wright's trichocoronis. Results of the botanical survey will be incorporated into the EIR.

The location of elderberry shrubs, special-status plant populations, and any other sensitive biological resources found during the field surveys will be mapped digitally in the field and provided to the engineering team in GIS and PDF formats. Results of the surveys will inform the analysis in the BA and EIR.

A Natural Investigations Company (NIC) archaeologist will also conduct intensive pedestrian surveys of the expanded project area and update the Section 106 Cultural Resources report and EIR impact analysis in (see Attachment A).

Aquatic Resources Field Delineation and Report

Concurrent with the field surveys, an Ascent wetland scientist will conduct an aquatic resources field delineation in accordance with U.S. Army Corps of Engineers' (USACE) Wetlands Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, (USACE 2008), and the USACE Sacramento District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE January 2016).

Following the field delineation, an Aquatic Resources Delineation Report will be prepared that includes an executive summary, introduction, location, methods, existing conditions, and references. Preparation of this report to support a jurisdictional determination for purposes of 404 permit acquisition was not included in the original contract.

Appendices to the report will include delineation maps, supporting maps, photographs, a plant list, wetland determination datasheets, Ordinary High Water Mark datasheets, and a completed copy of the Aquatic Resource Excel Spreadsheet using the approved USACE template. The report will also include electronic GIS files and metadata used to create the maps. Upon client approval, the Aquatic Resources Delineation Report will be submitted to USACE for verification.

Biological Assessment to Support Consultation with U.S. Fish and Wildlife Service

The Clean Water State Revolving Fund (SRF) Program receives partial funding from the U.S. Environmental Protection Agency (EPA), and is subject to federal environmental regulations as well as the California Environmental Quality Act (CEQA). All SRF-financed projects must comply with both CEQA and the federal cross-cutting regulations. EPA has delegated its federal authority to engage in informal consultation with U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act (ESA) to the State Water Resources Control Board (SWRCB) for projects that may affect federally listed species. This scope of work is to provide a Biological Assessment (BA) for use by SWRCB to initiate consultation with the Bay Delta Fish and Wildlife Office of USFWS for effects to federally listed species under USFWS regulatory authority.

The species addressed in the BA for USFWS are expected to be Delta smelt and riparian brush rabbit. The project is not expected to affect giant garter snake because the project is not within the current range of the species. ESA compliance for valley elderberry longhorn beetle is expected to be obtained through participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and therefore, does not need to be included in the Section 7 consultation. Separate consultation, accounted for under the existing contract, will occur with the National Marine Fisheries Service (NMFS) for effects to anadromous fish.

Ascent will prepare the BA following USFWS' template and guidance. The BA will include an introduction and explanation of federally listed species included in the consultation, summary of any consultation that has already occurred, description of the proposed action including conservation measures relevant to reducing effects of the action to the species, definition of an action area, summary of the species and their critical habitat in the action area, description of the environmental baseline, effects of the action, conclusion

and determination, literature cited, and list of preparers. Ascent will lead the preparation of the BA for USFWS and will incorporate information provided by Robertson-Bryan, Inc (RBI) pertaining to delta smelt (see Attachment B).

As much as possible, the analysis in the BA will rely on information from the CEQA document. However, additional or refined project details may be required for the consultation, including selection of one project alternative as the proposed action, identification of staging areas and access routes, description of construction timing or work windows, and description of compensatory mitigation, if required for permanent impacts.

A draft BA will be provided for review by the City of Lathrop and SWRCB. A final BA will be prepared that addresses the comments. This scope of work does not include discussions or meetings with USFWS staff, but these tasks could be included as an amendment if desired by the City of Lathrop and SWRCB.

Additional CORMIX Modeling

The new outfall location requires additional CORMIX modeling by RBI (see Attachment C) to determine the appropriate depth for the outfall and preparation of a technical memorandum.

Task 8: Project Management and Meetings

Attendance by Ascent staff at additional regular meetings (weekly and sometimes more frequently, instead of biweekly as included in our original budget) has been required to coordinate schedule and changes in design, construction, and operations details. Additional coordination with Central Valley Flood Protection Board and U.S. Army Corps of Engineers that was not included in our original scope of work has also been required.

Cost Estimate

Task 1

Environmental Planner	20 hrs @ \$140 = \$ 2,800	
Project Manager	40 hrs @ \$170 = \$ 6,800	
GIS	16 hrs @ \$125 = \$ 2,000	
Graphics	16 hrs @ \$130 = \$ 2,080	
Task 1 Subtotal		\$13,680

Task 2

Biologist	74 hrs @ \$140 = \$10,360	
Senior Biologist	66 hrs @ \$170 = \$11,220	
Project Manager	16 hrs @ \$170 = \$ 2,720	
Principal	4 hrs @ \$290 = \$ 1,160	
GIS	22 hrs @ \$125 = \$ 2,750	
WP	2 hrs @ \$115 = \$ 230	
Task 2 Subtotal		\$28,440

Task 8

Environmental Planner	14 hrs @ \$140 = \$ 1,960	
Project Manager	48 hrs @ \$170 = \$ 8,160	
Principal	8 hrs @ \$290 = \$ 2,320	
Task 8 Subtotal		\$12,440

Subconsultants

Natural Investigations Company (NIC)	\$ 3,692	
Robertson-Bryan, Inc. (RBI)	\$48,836	
Subconsultants Subtotal		\$52,528

Other Direct Costs

Mileage	\$ 100	
GPS	\$ 100	
Subconsultants Administration (5%)	\$ 2,626	
ODC Subtotal		\$ 2,826

Total Cost **\$109,914**

Assumptions:

This cost estimate assumes that the project impact areas will not change from those depicted in engineering design drawings provided to Ascent on June 1, 2020.

NIC

Additional Cultural Work

NIC will perform an intensive pedestrian survey of the outfall, levee crossing, primary and secondary staging areas, agricultural property adjacent to Quierolo Road, and north and south levee access ramps to determine if the project area contains any surface manifestation of prehistoric or historic-period archaeological sites. Archaeologists will conduct the intensive survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project area. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20- to 40-meter transects.

Upon completion of the pedestrian survey, NIC will prepare a technical report. The technical report will document the results of the literature review, NAHC search, AB 52 consultation, field survey, evaluate the levee, as well as provide management recommendations for resources within or near the project area. The report will meet the Secretary of Interior’s Standards and Guidelines and will follow Archaeological Resource Management Reports: Recommended Contents and Format Guidelines.

Prepare Administrative Draft EIR

Cultural, Tribal, and Paleontological Resources

NIC will develop the cultural, tribal, and paleontological resources section of the EIR using data acquired in Task 2. The EIR section will encompass archaeological, architectural, paleontological, and tribal cultural resources and include the regulatory setting, the environmental/cultural setting, a discussion of known cultural resources and the sensitivity of the project area for archaeological, architectural, paleontological, or tribal cultural resources, the methods used for the impact analysis, significance criteria, and appropriate defensible mitigation measures for the proposed project. This chapter will describe the affected environment for cultural resources, the regulatory setting associated with cultural resources, and the potential impacts on cultural resources that would result from the project implementation.

Additional Cost

Task	Cost
Pedestrian Survey	\$1,360
Record and Evaluate Levee	\$780
Update Technical Report and EIR Section	\$1,105
Additional CHRIS Fees	\$447.45
Total	\$3,692.45



May 11, 2020

DELIVERED BY EMAIL

Mr. Gary Jakobs
 Ascent Environmental, Inc.
 455 Capitol Mall, Suite 300
 Sacramento, CA 95814

Re: Proposal to Prepare the Delta Smelt Section of the USFWS Biological Assessment for the City of Lathrop's New Surface Water Discharge Project

Dear Mr. Jakobs:

Per your request, please accept this letter proposal for Robertson-Bryan, Inc. (RBI) to provide professional services to Ascent Environmental, Inc (Ascent) to prepare the delta smelt section of the USFWS Biological Assessment (BA) for the City of Lathrop's New Surface Water Discharge Project (Project) in support of Section 7 consultation. The delta smelt portion of the BA will assess the potential effects of the proposed action on delta smelt and its critical habitat.

RBI's scope of services and budget for preparing the delta smelt section of the BA is provided below. RBI's scope of work for each task is limited to the budget allocated to the task as defined herein.

I. SCOPE OF WORK

TASK 1: PREPARE DRAFT DELTA SMELT SECTION OF THE USFWS BIOLOGICAL ASSESSMENT

RBI will prepare the delta smelt section of the draft BA, which will assess the Proposed Action and its potential impacts on delta smelt and its designated critical habitat. The following subtasks will be completed as part of preparing the draft delta smelt section.

SUB-TASK 1-1: PREPARE STATUS OF DELTA SMELT AND DELTA SMELT CRITICAL HABITAT SUB-SECTIONS

RBI will prepare the status of delta smelt and its critical habitat sub-sections, which will include the biological and ecological information relevant to the overall status of delta smelt. This information is provided as important background for the effects analyses in later sections. The necessary information will be gleaned from scientific literature and Agency recovery plans and associated documents.

SUB-TASK 1-2: PREPARE AQUATIC ENVIRONMENTAL BASELINE OF THE ACTION AREA SUB-SECTIONS

This section tiers from the status of the species/critical habitat (subtask 1-1), and provides an analysis of the effects of past and ongoing human and natural factors leading to the current status of delta smelt and delta smelt habitat (including designated critical habitat) within the Action Area. The environmental baseline is a "snapshot" of a species' health at a specified point in time. It does not include the effects of the action under review in the consultation. The necessary information will be gleaned from Agency monitoring data (species and water quality related), site surveys, and other scientific literature.

SUB-TASK 1-3: PREPARE EFFECTS OF THE ACTION SUB-SECTIONS

RBI will prepare the effects of the action sections, which includes an analysis of the direct and indirect effects of each of the primary components of the proposed action on delta smelt and its critical habitat and its interrelated and interdependent activities. Project features or components that have the potential to affect ESA-listed species and will be analyzed including construction of the new outfall and discharge of wastewater effluent to the San Joaquin River.

SUB-TASK 1-4: PREPARE CUMULATIVE EFFECTS SUB-SECTION

Cumulative effects include the effects of future State, local or private actions that are reasonably certain to occur in the action area. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the Act. Hence, cumulative effects involve only future non-Federal actions. Past and present impacts of non-Federal actions are part of the environmental baseline.

RBI will prepare the cumulative effects sections sub-section for delta smelt.

SUB-TASK 1-5: PREPARE INTEGRATION AND SYNTHESIS SUB-SECTION

RBI will prepare the integration and synthesis sub-section. The integration and synthesis is the final step of assessment of the risk posed to delta smelt and delta smelt critical habitat as a result of implementing the Proposed Action and is completed by adding the effects of the Proposed Action to the environmental baseline and the cumulative effects to formulate a determination as to whether the Proposed Action is likely to: (1) result in appreciable reductions in the likelihood of both survival and recovery of delta smelt in the wild by reducing its numbers, reproduction, or distribution; or (2) reduce the value of designated critical habitat for the conservation of delta smelt. The final assessment is made in full consideration of the status of delta smelt and delta smelt critical habitat.

TASK 2: PREPARE FINAL DELTA SMELT SECTION

RBI will submit an electronic file of the draft delta smelt section to Lathrop and Ascent for review and comment. Following receipt of comments on the draft delta smelt section, the

document will be revised, where appropriate, as a means of producing the final delta smelt section that will be inserted into the Ascent BA and submitted to the USFWS.

TASK 3: USFWS COORDINATION AND MEETINGS

RBI staff will prepare for and attend up to two meetings with USFWS staff to facilitate preparation and approval of the BA. In addition, this task includes additional time to coordinate with USFWS staff as needed.

TASK 4: PROJECT MANAGEMENT

Project management activities include coordination by phone and fax with other project team members, scheduling meeting times, reviewing work products, budget and schedule tracking, and other duties to coordinate/administer the project.

II. Key Assumptions

With the objective of promoting clarity about the proposed budget, the following assumptions explain the basis for the price and effort to implement the scope of work. Please note that the cost is estimated on a good faith effort and current understanding of the Project. Variations in technical approach can modify the budget.

1. USFWS Coordination and Meetings– a total number of meetings is included in the scope of work. RBI will track and report the use of meetings and if the number of meetings or the required level of effort to coordinate with the USFWS exceeds what is included in the budget, additional meetings and coordination time can be added with a budget augmentation.
2. Allocation of Costs – Costs have been allocated to tasks to determine the total budget. RBI may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
3. Scope of Analysis – Budget and schedule assumes that no new substantive issues or analysis will be identified during preparation of the BA, if new substantive issues or analysis are identified, or if any task or subtask requires substantially more effort to complete than was assumed at the time this proposal was prepared (based on available information at the time), RBI will notify Ascent and a scope and budget will be prepared for such “out-of-scope” work, as requested.

III. Schedule

RBI can begin providing professional services upon receipt of a signed contract, or written authorization to proceed.

IV. Contract and Billing Arrangement

RBI recommends a time and materials contract for **\$29,354** (Attachment A). RBI will invoice monthly, on a time-and-materials basis, according to staff rates included in RBI's 2020 fee schedule (Attachment B), and will not exceed the contract amount without written authorization from Ascent.

If you have any questions regarding this scope of work and budget, please do not hesitate to contact me at (916) 714-1802. We look forward to working with you on this project.

Sincerely,

Robertson-Bryan, Inc.



Michael D. Bryan, Ph.D.
Managing Partner

Attachment A: RBI Budget
Attachment B: RBI 2020 Fee Schedule

Attachment A

Project Budget

Lathrop Surface Water Discharge Project

		RBI			
Tasks		Managing Partner Michael Bryan	Associate Keith Whitener	Project Scientist III	Subtotal
PROFESSIONAL SERVICES					
Task 1	Prepare Draft Delta Smelt Section of USFWS BA				\$ 18,232
Sub-Task 1-1	Prepare Status Subsections		2	4	\$ 1,350
Sub-Task 1-2	Prepare Environmental Baseline Subsections		2	8	\$ 2,206
Sub-Task 1-3	Prepare Effects of the Action Subsections	6	12	24	\$ 9,912
Sub-Task 1-4	Prepare Cumulative Effects Subsection	2	2	6	\$ 2,382
Sub-Task 1-5	Prepare Intergration and Synthesis Subsection	2	2	6	\$ 2,382
Task 2	Prepare Final Delta Smelt Section	2	4	4	\$ 2,448
Task 3	USFWS Coordination and Meetings	8	8		\$ 4,392
Task 4	Project Management	6	10		\$ 4,282
	Hours:	26	42	52	
	Rate:	\$ 302	\$ 247	\$ 214	
	Labor Total	\$ 7,852	\$ 10,374	\$ 11,128	\$ 29,354
TOTAL BUDGET		\$ 29,354			

Attachment B

2020 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$302.00
◆ Partner	\$295.00
◆ Principal Engineer/Scientist	\$287.00
◆ Resource Director	\$259.00
◆ Associate	\$247.00
◆ Senior Engineer/Scientist II	\$242.00
◆ Senior Engineer/Scientist I	\$230.00
◆ Project Engineer/Scientist III	\$214.00
◆ Project Engineer/Scientist II	\$205.00
◆ Project Engineer/Scientist I	\$185.00
◆ Staff Engineer/Scientist II	\$172.00
◆ Staff Engineer/Scientist I	\$157.00
◆ Technical Analyst	\$151.00
◆ Graphics/GIS	\$138.00
◆ Laboratory Compliance Specialist	\$134.00
◆ Administrative Assistant	\$99.00
◆ Intern	\$64.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



June 9, 2020

DELIVERED BY EMAIL

Andrea Shephard
Ascent Environmental, Inc.
455 Capitol Mall #300
Sacramento, CA 95814

Subject: Proposal for Contract Change Order to the Phase II Services for Completing CEQA Environmental Review for the City of Lathrop's Surface Water Discharge Project

Dear Ms. Shephard:

Per your request, Robertson-Bryan, Inc. (RBI) has prepared this proposal for Contract Change Order #1 to our current Phase II services contract to prepare an Environmental Impact Report (EIR) for the City of Lathrop's (City) Surface Water Discharge Project (Project).

Our original scope and budget for Task 1, Finalize Project Description, was for assisting Ascent with developing both the Project Description and alternatives to be analyzed in the EIR. Development of the Project Description has required substantial input from RBI not accounted for in our original Task 1 budget. The additional effort from RBI has included obtaining and reviewing river transect data to identify a suitable outfall location, reviewing multiple drafts of the project description, discussions around the project's discharge rate to be assessed in the EIR, and the specific alternatives for assessment in the EIR. RBI has expended all Task 1 budget and needs additional budget to assist with finalizing the Project Description and alternatives development. The estimated budget to cover the additional services under Task 1 is \$9,520 (**Attachment 1**).

Related to the selection of the outfall location, RBI conducted out of scope modeling services related to determine the appropriate depth for the outfall and preparation of a technical memorandum documenting the CORMIX modeling and results. The estimated budget to cover the additional services under Task 1 is \$9,962 (**Attachment 1**).

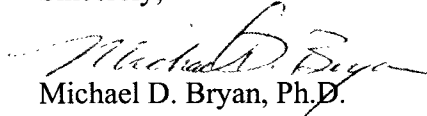
Therefore, RBI requests our contract be amended for \$19,482 for the out-of-scope services defined above.

If you have any questions regarding this contract change order request, please do not hesitate to contact me at (916) 714-1802.

Andrea Shephard
June 9, 2020
Page 2




Sincerely,


Michael D. Bryan, Ph.D.
Managing Partner

Attachment 1: Contract Change Order Budget

ATTACHMENT 1

CONTRACT CHANGE ORDER BUDGET

 ROBERTSON - BRYAN, Inc. Solutions for Progress		Managing Partner	Partner	Associate	Associate	Senior Scientist II	Project Engineer III	Subtotal
		M Bryan	A O'Brien	M Brown	K Whitener	B Guidice	C Moon	
PROFESSIONAL SERVICES								
Task 1	Finalize Project Description (additional services)	16	8		4	2	4	\$ 9,520
Task 2	Conduct Special Studies (additional services)	5		2	6	2	28	\$ 9,962
Total Hours:		21	8	2	10	4	32	
Rate		\$ 302	\$ 295	\$ 247	\$ 247	\$ 242	\$ 214	
Labor Total:		\$ 6,342	\$ 2,360	\$ 494	\$ 2,470	\$ 968	\$ 6,848	\$ 19,482

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
ROBERTSON-BRYAN, INC.**

**TO OBTAIN ENVIRONMENTAL PERMITS FOR THE LATHROP
CONSOLIDATED TREATMENT FACILITY SURFACE WATER
DISCHARGE PROJECT – CIP WW 20-17**

THIS AGREEMENT, dated for convenience this **13th day of July 2020**, is by and between **Robertson-Bryan, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional 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 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 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.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$249,504**, for the Professional Consulting Services set forth in Exhibit “A”.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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 **July 13, 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.

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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: **Michael Bryan**. 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) 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).

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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.
 - (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (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.
 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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.

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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: Robertson-Bryan, Inc.
9888 Kent St.
Elk Grove, CA 95624
Phone: (916) 714-1801
Fax: (916) 714-1804

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (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.
- (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (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.
- (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.

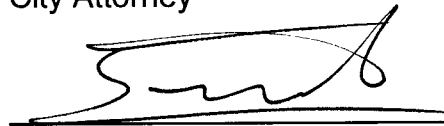
(19) Signatures

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 RBI FOR ENVIRONMENTAL PERMITS FOR THE LATHROP CTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-6-2020

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:

Robertson-Bryan, Inc.
9888 Kent St.
Elk Grove, CA 95624

Fed ID # _____
Business License # **20647**

Signature

Date

Print Name and Title



June 18, 2020

DELIVERED BY EMAIL

Mr. Michael King
 Director of Public Works
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330

Subject: Proposal to Provide Professional Services to Obtain Environmental Permits for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project

Dear Michael:

Robertson-Bryan, Inc. (RBI) has prepared this proposal to provide professional services to the City of Lathrop (City) to obtain several federal and state permits necessary for installation of the proposed new Consolidated Treatment Facility (CTF) outfall in the San Joaquin River, and discharge of CTF effluent through the new outfall into the river. Specifically, this proposal addresses obtaining the following permits:

- U.S. Army Corps of Engineers (USACE) Clean Water Act (CWA) Section 404 Permits;
- California Department of Fish and Wildlife (CDFW) Fish and Game Code Section 1602 Permit;
- CDFW Incidental Take Permit;
- CWA Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (Central Valley Water Board) associated with the USACE permits; and
- National Pollutant Discharge Elimination System (NPDES) Permit from the Central Valley Regional Water Quality Control Board (Central Valley Water Board).

RBI's scope and budget for obtaining these permits is provided below.

I. SCOPE OF WORK

TASK 1: USACE CWA SECTION 404 PERMITS

Because the project will result in placing fill material in the San Joaquin River (i.e., the outfall itself, riprap, concrete) and may require temporary dewatering at the site to construct, the City will need to apply for a USACE CWA Section 404 permit for the project. Based on the nature of the project, RBI anticipates that the USACE will issue both Nationwide 7 and Nationwide 33 permits to the City. The Nationwide 7 permit covers outfalls for wastewater treatment plants and the Nationwide 33 covers temporary construction, access, and dewatering. To

obtain these permits, permit application forms and supplemental information about the project are required to be submitted to USACE permitting staff. RBI will prepare the permit application package to obtain the Section 404 permits. The required supplemental information includes the following:

- Project Description: RBI will work from the project description prepared for the Environmental Impact Report (EIR).
- Engineering Drawings: These will need to be provided by the City's engineering consultant for the project.
- Wetland Delineation Report: RBI will utilize the wetland delineation report currently being prepared to support the EIR under a separate contract between Ascent Environmental and the City.
- Biological Assessment: Two biological assessments are required, one for the U.S. Fish and Wildlife Service (USFWS) and one for the National Marine Fisheries Service (NMFS). RBI will prepare the biological assessment for NMFS under this task. The USFWS biological assessment is being prepared under a separate contract between Ascent Environmental and the City. The budget for the NMFS biological assessment assumes that RBI will utilize the water quality assessments and thermal impacts assessment being developed for the EIR to characterize effects of the project, and will add additional details where warranted for the BA. In addition, the RBI will prepare a characterization and assessment (of effects on the status of ESA-listed fishes) for the baseline condition, which is not part of the EIR. Finally, the BA structure and wording will be consistent with that for BAs versus that used for the EIR chapter. The budget assumes that NMFS will not require substantial additional analysis following initial submittal of the BA to the USACE. Should NMFS request information substantially beyond that included in the initially submitted BA, a contract change order may be needed.
- Section 106 of the National Historic Preservation Act: The Section 106 report and associated State Historic Preservation Act consultation is being completed by Ascent under a separate contract between Ascent Environmental and the City.

RBI will prepare a draft permit application and NMFS Biological Assessment for City review and comment, and a final permit application and NMFS Biological Assessment, which incorporates comments for submittal to the USACE.

Deliverables:

- USACE CWA Section 404 Permit Application
- NMFS Biological Assessment

TASK 2: CDFW SECTION 1602 STREAMBED ALTERATION AGREEMENT

Because the project will cause modifications to the bed and bank of a river, the City will need to obtain a Fish and Game Code Section 1602 Streambed Alteration Agreement from CDFW. To obtain this permit, a permit application form and supplemental information about the project (including CEQA documentation) are required to be submitted to the CDFW permitting staff, along with a fee. RBI will prepare a draft permit application package for City review and comment, and a final permit application package, which incorporates comments, for submittal to CDFW. This scope of work assumes that the City will directly pay the required fee to CDFW.

Deliverable:

- CDFW Streambed Alteration Agreement Permit Application Package

TASK 3: CDFW INCIDENTAL TAKE PERMIT

Section 2081 subdivision (b) of the Fish and Game Code allows CDFW to authorize a permittee to “take” a California Endangered Species Act (CESA)-listed species if such taking is incidental to carrying out an otherwise lawful activity. Take as used here is defined as to “hunt, pursue, catch, capture or kill” or attempt to do so. These permits are commonly required for construction projects that may, through the use of heavy equipment and placement of materials, incidentally kill a state listed species. In the case of the project, the CESA-listed species at risk for take are spring-run and winter-run Chinook Salmon and Delta Smelt. To obtain this permit, a permit application form and supplemental information about the project are required to be submitted to the CDFW permitting staff, along with a fee. This scope of work assumes that the City will directly pay the required fee to CDFW.

RBI will prepare the incidental take permit application package, which will consist of the application and associated documentation. RBI will prepare a draft permit application package for City review and comment, and a final permit application package, which incorporates comments, for submittal to CDFW.

Deliverable:

- CDFW Incidental Take Permit Application Package

TASK 4: CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION

In order for the USACE to issue the CWA Section 404 permits, they must be in receipt of a CWA Section 401 Water Quality Certification for the project, issued by the Central Valley Water Board. To obtain the certification, an application form and supplemental information about the project (including CEQA documentation and other permit applications) are required to be submitted to the Central Valley Water Board permitting staff, along with a fee. RBI will prepare a draft certification application package for City review and comment, and a final

application package, which incorporates comments, for submittal to the Central Valley Water Board. This scope of work assumes that the City will directly pay the required fee to the Central Valley Water Board.

Deliverable:

- CWA Section 401 Certification Application Package

TASK 5: NPDES PERMIT

The City will need an NPDES permit from the Central Valley Water Board that permits discharge of treated effluent from the CTF to the San Joaquin River. This task consists of subtasks for preparation of the Report of Waste Discharge (ROWD) and its supporting information to be submitted to the Central Valley Water Board to apply for an NPDES permit for the new surface water discharge to the San Joaquin River, review and preparation of written comments on the preliminary draft and tentative NPDES permits, meetings with permitting staff, and support at the Central Valley Water Board hearing at which the NPDES permit will be considered for adoption.

Subtask 5a: Antidegradation Analysis

The Central Valley Water Board must make findings in the NPDES permit that the new surface water discharge from the CTF to the San Joaquin River is consistent with the State Water Resources Control Board's Antidegradation Policy. An Antidegradation Analysis provides the basis for making those findings. RBI will prepare an Antidegradation Analysis that will be included as an appendix to the ROWD. The Antidegradation Analysis will address the following elements.

- Water Quality Degradation: RBI will prepare an analysis to characterize changes in San Joaquin River water quality that would occur with the proposed CTF discharge according to methods accepted by the Central Valley Water Board for Antidegradation Analyses. The water quality analysis for the project EIR, currently being prepared by RBI, is being conducted in a manner consistent with the accepted methodology, thus will be used in preparation of the complete Antidegradation Analysis. The EIR analyses will be "repackaged" to be in a form appropriate for the Antidegradation Analysis.
- BPTC Assessment: RBI will prepare a detailed description of the CTF treatment process and relate those processes to a discussion of how the CTF provides "Best Practical Treatment and Control" for constituents present in the wastewater.
- Economic, Social Development, and Environmental Assessment: The economic and social development assessment is an evaluation of whether any potential reduction in high water quality (i.e., degradation) is consistent with the maximum benefit of the people of the state. RBI will assess whether the discharge is necessary to serve

important economic and social development in the City, region, and state. In addition, RBI will describe project alternatives that might reduce, eliminate, or compensate for potential water quality degradation and negative impacts of the discharge. RBI will: 1) address the viability of these alternatives; 2) provide cost estimates for each viable alternative; and 3) provide estimates of service area rate increases necessary to implement each alternative. RBI will determine any additional pollutant minimization opportunities or upgrades that would decrease any water quality impacts requiring such assessment. RBI will then incorporate the results into the socioeconomic analysis to answer the question of whether the discharge is in the best interest of the people of the state. State Water Resources Control Board antidegradation guidelines also require a consideration of environmental impacts when evaluating alternatives. The environmental assessment will discuss the types of potential environmental impacts that would be associated with each of the alternatives.

RBI will prepare a Draft Antidegradation Analysis Report for City review and comment, and a Final Report, which incorporates comments. The Final Report will be an appendix to the ROWD.

Deliverable:

- Antidegradation Analysis Report

Subtask 5b: Mixing Zone and Dilution Credit Report

The ROWD will need to include a technical report to support a request for a mixing zone and dilution credit for chlorodibromomethane (CDBM) and dichlorobromomethane (DCBM), because measured concentrations in the CTF effluent exceed water quality criteria. The report will be based on analyses completed for the project EIR to define the size of the mixing zone, the amount of dilution available, and the corresponding CDBM and DCBM effluent limitations supported by the analysis that can be requested for the NPDES permit. In addition, the report will address the consistency of the requested mixing zone with the State Water Resources Control Board's *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California*.

RBI will prepare a Draft Report for City review and comment, and a Final Report, which incorporates comments. The Final Report will be an appendix to the ROWD.

Deliverable:

- Mixing Zone and Dilution Credit Report

Subtask 5c: Report of Waste Discharge (ROWD)

A ROWD for an NPDES permit for a surface water discharge consists of federal and state application forms and other information about the treatment facility, including a complete project description, facility schematics, source control practices, discharge quality, and

requests for NPDES permit conditions specific to the discharge. RBI will prepare the ROWD that addresses the following topics.

- Introduction and Background
- Wastewater Treatment Facilities
- Biosolids Treatment and Disposal Facilities
- Source Control and Pollution Prevention
- Effluent Discharge Characterization
- Reuse Facilities and Opportunities
- Mixing Zone Analysis
- Antidegradation Analysis Findings

Appendices anticipated at this time include the following.

- Application forms
 - CalEPA Form 200
 - EPA Form 1 (General)
 - EPA Form 2A (NPDES)
 - EPA Form 2S (Sludge Disposal)
- Mixing Zone and Dilution Credit Report
- Antidegradation Analysis Report

A draft of the ROWD will be submitted to the City for review and comment. A final ROWD will be prepared that addresses the comments received from the City for submittal to the Central Valley Water Board. RBI will prepare the ROWD as a PDF file, as the Central Valley Water Board requires electronic file submittals.

Deliverable:

- Report of Waste Discharge

Subtask 5d: Comments on Preliminary Draft NPDES Permit

RBI will perform a thorough, detailed review of the preliminary draft NPDES permit issued by the Central Valley Water Board, and will lead and coordinate efforts to prepare written comments. Detailed comments on the preliminary draft NPDES permit are important because they serve as a springboard to negotiations with Board staff prior to release of the tentative NPDES permit for public review and comment. In addition, RBI will prepare a cover letter for printing on City letterhead to submit the comments (to be provided as an attachment).

Deliverable:

- Written Comments on Preliminary Draft NPDES Permit and Transmittal Cover Letter

Subtask 5e: Comments on Tentative NPDES Permit

RBI will perform a thorough, detailed review of the tentative NPDES permit issued by the Central Valley Water Board, and will lead and coordinate efforts to prepare written comments. The written comments submitted by City on the tentative NPDES permit are important because: (a) Central Valley Water Board staff are obligated to prepare written responses to the comments and to brief the Board members regarding how they responded to discharger comments prior to the Board's adoption of the tentative NPDES permit; and (b) the comments are the cornerstone of the administrative record, should the City need to appeal or litigate the NPDES permit. The comments prepared for the tentative NPDES permit will tier from those prepared for the preliminary draft NPDES permit. In addition, RBI will prepare a cover letter for printing on City letterhead to submit the comments (to be provided as an attachment).

Deliverable:

- Written Comments on Tentative NPDES Permit and Transmittal Cover Letter

Subtask 5f: Meetings/Calls

RBI will participate in meetings and conference calls with City and Central Valley Water Board staff to facilitate the preparation and review of the new NPDES permit. RBI anticipates three (3) meetings with Central Valley Water Board NPDES permitting section staff to address the ROWD and comments on the preliminary draft and tentative NPDES permits. In addition, this task provides for one (1) City meeting to review the ROWD, and two (2) conference calls with City staff to discuss/finalize comments on the preliminary draft and tentative NPDES permits. For budgeting purposes, meetings are assumed to be held in-person, though they may be held by video conference, depending on agency restrictions associated with COVID-19.

Subtask 5g: Attend Permit Adoption Hearing

RBI will attend the Central Valley Water Board hearing at which the NPDES permit will be considered for adoption. This meeting is for hearing attendance only, and for addressing questions Board members may have that Board staff cannot answer. A separate scope of work will be prepared in the event that City testimony is needed at the hearing, which is not anticipated to be needed at this time.

TASK 6: PROJECT MANAGEMENT

This task provides hours for the Managing Partner and Project Manager to oversee and direct RBI staff efforts on each task. In addition, this task provides time for project coordination by

Mr. Michael King
City of Lathrop
June 18, 2020
Page 8



phone, email, and fax with project team members, budget and schedule tracking, and other duties to coordinate/administer the project. A separate subtask is budgeted for routine (i.e., weekly/bi-weekly) project team conference calls to coordinate RBI's permitting roles with efforts by others on the project team.

II. SCHEDULE

RBI can begin providing professional services upon receipt of a signed contract, Purchase Order, or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time and materials contract not to exceed **\$249,502** without written authorization to provide the professional services defined in the scope of work outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice monthly according to RBI's current rates (Attachment 2) for all work activities completed in the prior month.

If you have any questions regarding this scope of work and budget, please do not hesitate to contact me at (916) 714-1802. We look forward to working with you on this project.

Sincerely,


A handwritten signature in cursive script that reads 'Michael D. Bryan'.

Michael D. Bryan, Ph.D.
Managing Partner

Attachment 1: Budget
Attachment 2: 2020 Fee Schedule

ATTACHMENT 1

RBI BUDGET

	Managing Partner	Associate	Senior Scientist II	Project Scientist III	Project Engineer III	RBI Subtotal
	M. Bryan	M. Brown / K. Whitener	C. Irvine / P. Bedore	E. Preece	C. Moon	
PROFESSIONAL SERVICES						
Task 1: USACE CWA Section 404 Permits						\$ 65,232
Subtask 1a: Fill out application	2	12		12		\$ 6,136
Subtask 1b: Prepare Biological Assessment	64	44		62	32	\$ 50,312
Subtask 1c: Process facilitation	16	16				\$ 8,784
Task 2: CDFW Section 1602 Streambed Alteration Agreement	2	8		24		\$ 7,718
Task 3: CDFW Incidental Take Permit	6	38		40		\$ 19,758
Task 4: CWA Section 401 Certification	8	4	40			\$ 13,084
Task 5: NPDES Permit						\$ 106,504
Task 5a: Antidegradation Analysis	8	40	40		16	\$ 25,400
Task 5b: Mixing Zone and Dilution Credit Report	8	32			16	\$ 13,744
Task 5c: Report of Waste Discharge	8	28	40		14	\$ 22,008
Task 5d: Comments on Prelim Draft NPDES Permit	8	12	40			\$ 15,060
Task 5e: Comments on Tentative NPDES Permit	8	12	40			\$ 15,060
Task 5f: Meetings/Calls	20		20			\$ 10,880
Task 5g: Attend Permit Adoption Hearing	8		8			\$ 4,352
Task 6: Project Management						\$ 37,068
Task 6a: Management and Coordination	48	50				\$ 26,846
Task 6b: Project Team Conference Calls	24	12				\$ 10,212
Total Hours:	238	308	228	138	78	
Rate:	\$ 302	\$ 247	\$ 242	\$ 214	\$ 214	
Labor Subtotal:	\$ 71,876	\$ 76,076	\$ 55,176	\$ 29,532	\$ 16,892	\$ 249,352
DIRECT EXPENSES						
Mileage						\$ 150
Direct Expenses Subtotal						\$ 150
TOTAL BUDGET						\$ 249,502

ATTACHMENT 2

2020 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$302.00
◆ Partner	\$295.00
◆ Principal Engineer/Scientist	\$287.00
◆ Resource Director	\$259.00
◆ Associate	\$247.00
◆ Senior Engineer/Scientist II	\$242.00
◆ Senior Engineer/Scientist I	\$230.00
◆ Project Engineer/Scientist III	\$214.00
◆ Project Engineer/Scientist II	\$205.00
◆ Project Engineer/Scientist I	\$185.00
◆ Staff Engineer/Scientist II	\$172.00
◆ Staff Engineer/Scientist I	\$157.00
◆ Technical Analyst	\$151.00
◆ Graphics/GIS	\$138.00
◆ Laboratory Compliance Specialist	\$134.00
◆ Administrative Assistant	\$99.00
◆ Intern	\$64.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates are adjusted annually, effective December 16th.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH EKI ENVIRONMENT & WATER, INC.

TO PROVIDE TECHNICAL ASSISTANCE SERVICES FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

THIS AGREEMENT, dated for convenience this **13th day of July 2020**, is by and between **EKI Environment & Water, 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 professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances and to CITY’S reasonable 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 **\$48,000**, for the Professional Engineering Consulting Services set forth in Exhibit “A”.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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 **July 13, 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 reasonable satisfaction. CONSULTANT expressly warrants not representing, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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 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: **Jonathan Sutter, PE**. 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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 \$1,000,000 (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, and provide a waiver of subrogation endorsement in favor of the CITY, its officers, agents, employees and volunteers, for loss arising from work performed under this Agreement

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than \$2,000,000 (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, and blanket contractual liability.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 00 01 (ed. 04/13) (or equivalent) and Insurance Services Office Business Auto Coverage form CA 00 01 (ed. 03/06) (or equivalent) for owned, non-owned, and hired autos.

Coverage shall contain a waiver of subrogation in favor of the CITY.

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, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent).
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance shall be placed with California-admitted insurers with an AM Best rating of no less than A: VII.
- (vi) Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to the City except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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 (\$1,000,000) one million dollars per claim made and per policy aggregate covering the licensed professionals' negligent errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, 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 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 three 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.
 - 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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.

(11) Indemnification - CONSULTANT'S Responsibility

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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers or any third parties for whom CONSULTANT is not legally liable. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code. Notwithstanding anything to the contrary in this Agreement, the CONSULTANT shall have no duty to hire counsel to defend the CITY, but at the time of any settlement or adjudication of a matter the CONSULTANT shall pay as damages to CITY all reasonable attorney's fees and costs incurred by CITY to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents. 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.

(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 and payment of all amounts owed to CONSULTANT under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(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: EKI Environment & Water, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010
Phone: (650) 292-9100

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- (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.
- (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, upon payment to CONSULTANT of all amounts owed under this Agreement, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

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.
- (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) Except as may be specifically allowed under this Agreement, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY.
- (s) In the event of any dispute between the parties arising under this Agreement, the parties shall first endeavor to settle such disputes through mediation.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

The parties shall bear their own attorney's fees and costs but shall share equally in the cost of the mediator. If the parties are unable to settle the dispute through mediation, the dispute shall be settled by recourse to litigation.

(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.

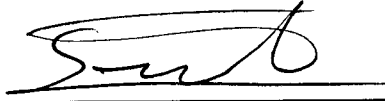
(19) Signatures

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 EKI FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



7-6-2020

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:

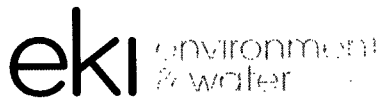
EKI Environment & Water, Inc.
577 Airport Blvd., Suite 500
Burlingame, CA 94010

Fed ID # **94-3087395**
Business License # **20137**

Signature

Date

Print Name and Title



Corporate Office
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
(650) 292-9100
ekiconsult.com

6 July 2020 - Revised

Michael King
Director of Public Works
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Proposal for Providing Technical Assistance Services for the Discharge of CTF Tertiary Effluent to the San Joaquin River
City of Lathrop, California
(EKI B80122.05)

Dear Mr. King:

EKI Environment & Water, Inc. (EKI) is pleased to present to the City of Lathrop (City) this proposal to provide Technical Assistance Services for obtaining a NPDES permit for discharge of tertiary treated effluent from, the City’s Consolidated Treatment Facility (CTF) to the San Joaquin River.

BACKGROUND

The City is proposing to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary-treated effluent into the San Joaquin River as part of managing its overall water supplies. The City has retained Ascent Environmental, Inc. teamed with Robertson-Bryan, Inc. (RBI) (collectively, the Ascent team) to undergo a California Environmental Quality Act (CEQA) process to prepare an Environmental Impact Report (EIR) for City’s Surface Water Discharge Project (Project). The City has also hired design consultants KPFF and MBK to prepare necessary designs for the permitting and environmental process, as well as begin preparation of construction documents. EKI will coordinate with City staff, developers, legal counsel, and consultants to provide technical assistance to permit CTF effluent discharge to the San Joaquin River.

SCOPE OF WORK

Task 1 – Technical Assistance

- A. Ongoing Project Modeling: EKI will perform ongoing modeling and hydraulic calculations of the recycled water system as needed by the project team to analyze design alternatives and provide input to the team on the preferred alternative. This includes assisting with the analysis of pipelines required, including alignments and sizing (including the existing LOF pipe), and evaluating needs for storage ponds and spray fields.
- B. Project Description Narrative for the Environmental Document: EKI will assist the project team with preparing the Project Description narrative that will be included in the CEQA/NEPA process.
- C. Project Description Exhibits for the Environmental Document: EKI will assist the project team with preparing recycled water system and CTF exhibits to assist with understanding the overall recycled water system strategy.

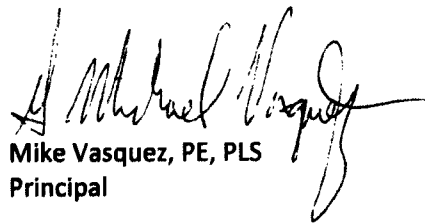
- D. Project Cost Estimating: EKI will develop an initial project cost estimate and assist the project team with maintaining it for ongoing alternatives and the preferred alternative.
- E. CTF Operations and Maintenance Technical Memorandum: EKI will prepare a technical memorandum (draft, interim, and final versions) as required by the project team to assess current and future operation and maintenance at the CTF.

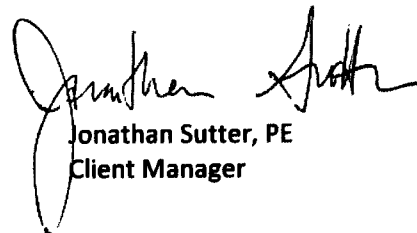
COMPENSATION

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2019 which will be maintained through December 2021. Based on the Scope of Work described above, we propose a budget of for \$48,000. A breakdown of this budget by task and personnel is presented on the attached Table 1.

We are excited about the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,


Mike Vasquez, PE, PLS
Principal


Jonathan Sutter, PE
Client Manager

City of Lathrop

(Authorized Representative)

(Date)

TABLE 1
River Discharge Technical Assistance Budget Estimate

City of Lathrop, CA
(EKI B80122.05)

TASKS	ESTIMATED EKI HOURLY LABOR						TOTAL EKI Labor (\$)	GIS/CADD Software Charge, per hour \$20	Modeling Sub	TOTAL EXPENSES + 10% markup	TOTAL TASK BUDGET TOTALS (\$)
	G6- Ruy Barretto	G5 - Chris Pitner	Al - Jonathan Sutter	Supervising Eng - Dave Umezaki	TOTAL EKI Labor						
	113	146	219	265	(\$)	(\$)					
Task 1 - Technical Assistance											
A Ongoing project modeling	8	8	48			\$12,584		\$10,000	\$11,000	\$23,584	
B Project description narrative			16	2		\$4,034			\$0	\$4,034	
C Project description exhibits		8	20			\$5,548			\$0	\$5,548	
D Project cost estimating	8		8			\$2,656			\$0	\$2,656	
E CTF O&M TM			52	4		\$12,448			\$0	\$12,448	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
						\$0			\$0	\$0	
Total - Task 1	0	16	150	6		\$37,270		\$0	\$0	\$48,000	

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM: PROFESSIONAL SERVICE AGREEMENT WITH THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

RECOMMENDATION: Council to Consider and Adopt a Resolution Approving a Professional Services Agreement with the Economic Development Association of San Joaquin County for Economic Development Support Services

SUMMARY:

In August of 2018, Lathrop's City Council authorized a Professional Service Agreement (Agreement) with the Economic Development Association of San Joaquin County (EDA) for Professional Economic Development Services for FY 2018/2019 in the amount of \$26,914. The Agreement included a broad scope of Economic Development focused programs and services of which the EDA provided an update report and presentation to City Council at the September 9, 2019 meeting.

In February 2019, the City hired a full-time Economic Development Administrator, which allows the City to reduce the Scope of Services from the EDA targeted at Economic Development Support Services as referenced in Attachment "B".

Staff requests City Council's authorization to approve a Professional Services Agreement with the Economic Development Association of San Joaquin County for Economic Development Support Services for FY 2020-2021 in the amount of \$15,000.

BACKGROUND:

The Economic Development Association of San Joaquin County is a non-profit organization that was established in 1963 for the purpose of creating a county-wide effort for economic development services focused on workforce development, retention and expansion of existing businesses.

The EDA is also responsible for coordination of the Countywide Comprehensive Economic Development Strategy (CEDS) that is submitted to the United States Department of Commerce's Economic Development Administration for potential funding of public works projects, economic development strategies, disaster grant opportunities and more. Local projects must be listed within the CEDS in order for a municipality to submit a grant application for funding. San Joaquin County's Revolving Loan Fund, formed in 1977, was created using seed money from a Federal Economic Development Administration, and it is still offering business assistance and micro loans to qualified local companies.

The EDA was the lead agency in applying for and implementing the former Enterprise Zone for San Joaquin County, which provided significant tax credits to businesses

CITY MANAGER’S REPORT **Page | 2**
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
PROFESSIONAL SERVICE AGREEMENT WITH THE ECONOMIC DEVELOPMENT
ASSOCIATION OF SAN JOAQUIN COUNTY

located within its geographical boundaries. Unfortunately, when Governor Brown eliminated the Enterprise Zones statewide in 2013, EDA funding was significantly impacted. However, the EDA continues to work with employers on carryover tax credits until their exhaustion or expiration in years 2023 - 2028 without contribution from the municipalities where the business is located.

The EDA staff possess the professional and knowledgeable expertise to enhance and support the City’s Economic Development vision for its community.

RECOMMENDATION:

Staff recommends that City Council consider and adopt a Resolution approving a new Professional Services Agreement with the EDA in the amount of \$15,000 for FY 2020-2021 for Economic Development Support Services.

FISCAL IMPACT:

Funding for this agenda item is included within the approved FY 2020-2021 budget within the Economic Development Division of the City Manager’s Department.

ATTACHMENTS:

- A. Resolution Authorizing the Approval of a Professional Services Agreement with the Economic Development Association of San Joaquin County for Economic Development Support Services

- B. Economic Development Association’s Scope of Services


CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
PROFESSIONAL SERVICE AGREEMENT WITH THE ECONOMIC DEVELOPMENT
ASSOCIATION OF SAN JOAQUIN COUNTY

APPROVALS:



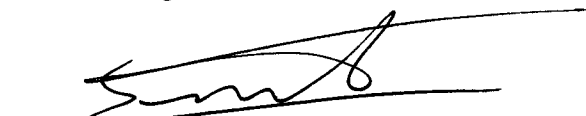
Shelley Burcham
Economic Development Administrator

6-11-2020
Date



Cari James
Director of Finance and Administrative Services

6/20/2020
Date



Salvador Navarrete
City Attorney

6-11-2020
Date



Stephen J. Salvatore
City Manager

6-25-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY FOR ECONOMIC DEVELOPMENT SUPPORT SERVICES

WHEREAS, the City of Lathrop desires professional economic development support services; and

WHEREAS, the Economic Development Association of San Joaquin County possesses the experience and expertise to support and complement the City's economic development efforts; and

WHEREAS, funding identified for professional and consulting services has been considered and approved within the FY 2020-2021 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the proposed Professional Services Agreement with the Economic Development Association of San Joaquin County for FY 2020-2021.

PASSED AND ADOPTED this 13th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT:

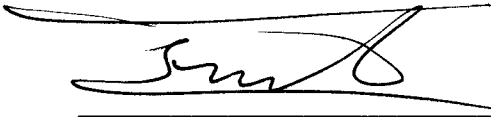
ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

SAN JOAQUIN COUNTY ECONOMIC DEVELOPMENT ASSOCIATION
SCOPE OF SERVICES FOR CITY OF LATHROP

Section 2.1 GENERAL SCOPE OF SERVICES

In consideration for the payment of fifteen thousand dollars (\$15,000), the CONTRACTOR will provide the economic development services set forth in the following categories requested by CITY during the Term of this Agreement:

1. Economic Development – Business Retention, Engagement & Expansion

- a. Conduct 20 visits with CITY companies to identify expansion candidates and provide support services including referrals to other service providers including the Northeastern California Small Business Development Center ("SBDC"), San Joaquin County WorkNet ("WorkNet"), and others, as appropriate. CITY Economic Development staff will be advised and invited to attend any and all visits.
- b. CONTRACTOR will meet with the Top 10 private employers (identified by CITY) annually to identify challenges and opportunities facing businesses in CITY. CONTRACTOR shall compile reconnaissance and provide to CITY for review.
- c. Provide outreach to existing employers located within the boundaries of the former Enterprise Zone, educating them on the lifespan of hiring credits plus new incentives including California Competes, New Jobs Tax Credit, Sales & Use Tax Exemption, etc.
- d. Provide technical assistance to: (i) encourage the expansion of existing firms thereby facilitating job creation; (ii) at-risk companies contemplating disinvestment for the purpose of job retention.
- e. Develop or recommend training and education opportunities to start-up businesses
- f. Analyze and interpret various data sources to evaluate growth, decline, establishment or closure of existing CITY businesses. CITY Economic Development staff to be advised of interpretive findings.
- g. Provide resources and referrals to entrepreneurs as requested.

2. Business Recruitment & Support

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

3. Infrastructure

- a. Assist CITY staff in development of project concepts and supporting documentation for inclusion in the San Joaquin Comprehensive Economic Development Strategy ("CEDS"). The CITY'S execution of this Agreement and associated compensation to CONTRACTOR shall relieve CITY of any pro-rata payment for the annual CEDS update up to three thousand dollars (\$3,000).

If other municipalities in San Joaquin County do not enter into like agreements with the CONTRACTOR, the cost of CEDS participation will be allocated equally.

- b. As required, provide technical assistance in preparation of various infrastructure grants originating from local, regional, state or national agencies or organizations
 - a. Evaluate and recommend funding alternatives to support CITY infrastructure priorities and capital improvement program (CIP).

4. Legislative Advocacy & Awareness

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

5. Workforce Development & Incentives

- a. On behalf of CITY, participate in Layoff Aversion Strategies and Rapid Response efforts in partnership with WorkNet. Assist CITY in developing appropriate business engagement infrastructure.
- b. Make presentations or conduct workshops focusing on workforce training and incentives available to business and industry, as needed.

6. Economic Development – Analysis

- a. Upon request, perform economic research in support of the services described herein including the compilation and analysis of economic data. CONTRACTOR shall provide CITY with pertinent information on an as-needed basis, as well as with quarterly written reports. CONTRACTOR will present to City Council, an annual update and/or outcomes from services performed in this contract.

Section 2.2 SPECIALIZED SCOPE OF SERVICES – (Additional Fees)

The services described in this Section 2.2 are specialized in nature and are not considered core activities in the context of this Agreement. CITY and CONTRACTOR will meet & confer to determine the need and budget for any of the services itemized herein. Priorities and milestones will be agreed upon by the Parties. The utilization of these services is completely voluntary and at the discretion of CITY. Costs of specialized software or services purchased by CONTRACTOR to discharge the following shall be spread evenly between the number of participating cities.

1. Serve as CITY’s contract economic development staff

If this approach is desired, a separate Services Agreement will be negotiated and executed which will articulate the obligations and duties of the CONTRACTOR and CITY. All, or any portion of the services described in this Section 2.2 could be provided to CITY.

2. Financial Analysis, Developer Proposal Analysis, Incentive Underwriting and Agreement Negotiation

- a. Conduct appropriate “gap” analyses to determine if CITY incentives and/or participation are warranted and provide adequate rate of return (“RoR”).
 - i. Prepare cost/benefit analyses, as required
- b. In support of, or on behalf of CITY, participate in meeting with developers or project advocates to conduct appropriate project/proposal due diligence.
- c. Negotiate agreements with developers and make presentation(s) to CITY staff and or City Council, as desired.
- d. Monitor approved agreements for compliance with job creation or retention, capital investment, development timelines, etc.

3. Develop community-centric Employment Training Panel (“ETP”) Multiple Employer Contract (“MEC”) to support CITY business and industry

- a. Prepare MEC application.
- b. Administer program on behalf of CITY.
- c. Monitor compliance with ETP regulations.

4. Promotional Materials

- a. With CITY input, develop and publish updated Community Economic Profile (“CEP”) highlighting the key demographics and attributes of CITY trade area.
- b. Develop and publish other economic development marketing materials as requested. The scope and cost of materials will be negotiated on a case-by-case basis.
- c. Distribute promotional materials to appropriate organizations and agencies, including CITY for use in business attraction, retention, expansion and formation efforts.
- d. Cause posting on CITY’s and CONTRACTOR’s respective websites.

5. Post Redevelopment Opportunities

- a. Evaluate CITY's eligibility in the context of AB 2 – Community Revitalization & Investment Authority ("CRIA").
- b. Determine viability of formation of Enhanced Infrastructure Financing District ("EIFD") - (SB 628).
- c. Make recommendations for CITY's consideration.
- d. If desired by CITY, deploy resources to pursue formation of a CRIA and/or EIFD.

6. Financing Programs

- a. Evaluate viability of local revolving loan fund to support new and existing CITY businesses.
- b. If warranted, identify RLF capitalization resources including local, state, and federal programs and/or private institutions.
 - i. Contemplate Community Development Block Grant, Section 108, and Economic Development Administration as capitalization sources
- c. Design the RLF Program including goals, standards, eligibility criteria and loan terms.
- d. Market the RLF Program.
- e. Distribute, accept, and underwrite loan applications pursuant to RLF guidelines and protocols.
- f. Make recommendations to CITY for approval.
- g. Document approved loans.
- h. Perform full service loan monitoring and servicing.

7. Other Services

- a. CONTRACTOR and CITY shall meet and confer with respect to other specialized services CITY deems necessary in which CONTRACTOR has expertise and capacity.

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.7

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR
STANFORD CROSSING NEIGHBORHOOD PARK
LOCATED IN CENTRAL LATHROP SPECIFIC PLAN**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements for
Stanford Crossing Neighborhood Park Located in
Central Lathrop Specific Plan**

SUMMARY:

Saybrook CLSP, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed construction of the public improvements for the Stanford Crossing Neighborhood Park in accordance with their Subdivision Improvement Agreement (SIA) associated with Tracts 3808, 3809, 3810, 3811 and 3812 and Conditions of Approval (COA) associated with the Vesting Tentative Map for Tract 3789. The approximate value of the improvements being accepted is \$1,502,030 as shown in the project GASB 34 Report. 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. Construction of the Stanford Crossing Neighborhood Park improvements is complete.

CITY MANAGER’S REPORT **PAGE 2**
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING
NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN

The approximate value of the improvements being accepted is \$1,502,030 as shown in the project GASB 34 Report, included as Attachment C.

The neighborhood park 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).

The performance bond (Bond No. 4433491) and labor and materials bond (Bond No. 4433491) listed in Table 1 and provided with the SIA guarantees the construction of the neighborhood park improvements. The bonds will be released and replaced with a maintenance bond upon acceptance of the improvements.

Table 1: Summary of Tracts being accepted

Description	Performance Bond Number & Amount	Labor & Materials Bond Number & Amount	Maintenance Bond Number & Amount
Stanford Crossing Neighborhood Park	4433491 \$1,540,513.70	4433491 \$770,256.85	CAC717936M \$159,267.10

REASON FOR RECOMMENDATION:

The City Engineer has inspected the improvements for the Stanford Crossing Neighborhood Park and confirmed that the improvements 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 to allow the City to provide maintenance.

FISCAL IMPACT:

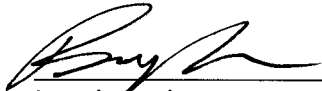
The approximate value of the improvements being accepted is \$1,502,030 as shown in the project GASB 34 report. The city’s service maintenance CFD 2019-02 has been established to help fund city maintenance and operating costs. The one-year maintenance bonds cover any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements for Stanford Crossing Neighborhood Park Located in Central Lathrop Specific Plan
- B. Location Exhibit for Stanford Crossing Neighborhood Park
- C. GASB 34 Report – Stanford Crossing Neighborhood Park

CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR STANFORD CROSSING
NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN

APPROVALS:



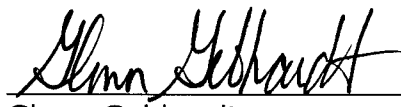
Brad Taylor
Associate Engineer

6/24/2020
Date



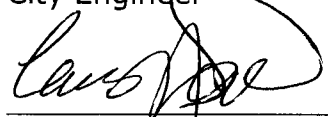
Michael King
Director of Public Works

6-26-2020
Date



Glenn Gebhardt
City Engineer

7-6-2020
Date




Cari James
Finance & Administrative
Services Director

7/3/2020
Date



Salvador Navarrete
City Attorney

6-25-2020
Date



Stephen J. Salvatore
City Manager

7-6-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR STANFORD CROSSING NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN

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 Central Lathrop Specific Plan (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 a Subdivision Improvement Agreement (SIA) to guarantee certain public improvements associated with the final map. The public improvements for the Stanford Crossing Neighborhood Park are complete; and

WHEREAS, the approximate value of the improvements being accepted is \$1,502,030 as shown in the project GASB 34 Report; and

WHEREAS, the neighborhood park 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); 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. 4433491) and labor and materials bond (Bond No. 4433491) listed in Table 1 and provided with the SIA guarantees the construction of the neighborhood park improvements. The bonds will be released and replaced with a maintenance bond upon acceptance of the improvements; and

Table 1: Summary of Tracts being accepted

Description	Performance Bond Number & Amount	Labor & Materials Bond Number & Amount	Maintenance Bond Number & Amount
Stanford Crossing Neighborhood Park	4433491 \$1,540,513.70	4433491 \$770,256.85	CAC717936M \$159,267.10

WHEREAS, the City Engineer has inspected the improvements for the Stanford Crossing Neighborhood Park and confirmed that the improvements 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, and one-year maintenance bonds for the improvements being accepted. Staff recommends Council accept the improvements to allow for the City to provide maintenance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements for the Stanford Crossing Neighborhood Park located in the Central Lathrop Specific Plan area from Saybrook CLSP, LLC.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

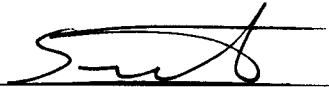
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

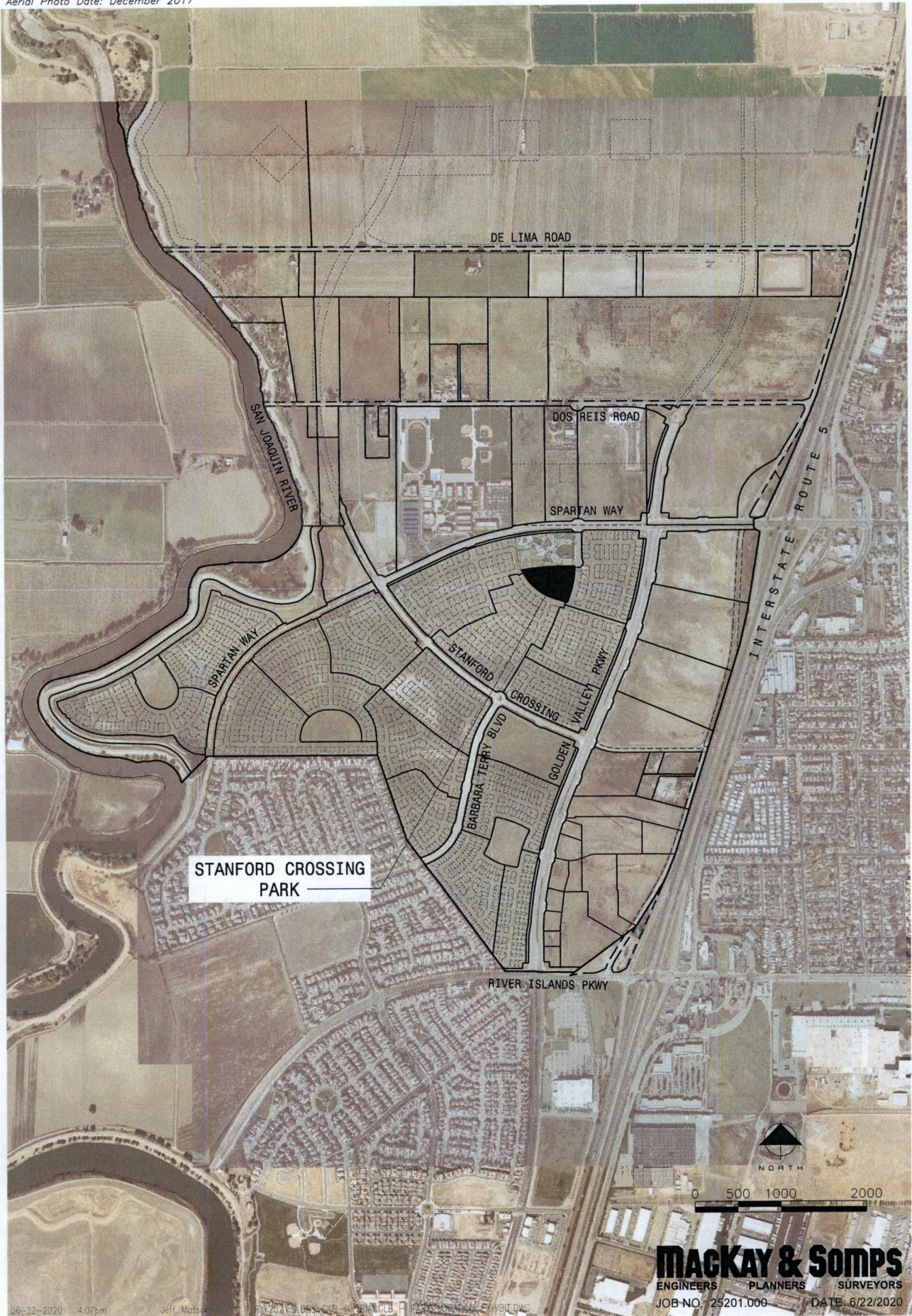
Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

STANFORD CROSSING - STANFORD CROSSING PARK LOCATION EXHIBIT

Aerial Photo Date: December 2017



**CITY OF LATHROP
GASB 34 REPORT - STANFORD CROSSING NEIGHBORHOOD PARK**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
1	IRRIGATION	LS	1	\$ 264,930.00	\$ 264,930.00
2	LANDSCAPE	LS	1	\$ 172,770.40	\$ 172,770.40
3	RUBBERIZED SURFACE	SF	3,620	\$ 22.00	\$ 79,640.00
3.a	RUBBERIZED SURFACE ADD CHANGE OF COLOR	SF	3,620	\$ 2.86	\$ 10,364.00
4	ROOT BARRIERS	LF	790	\$ 11.25	\$ 8,887.50
5	STABILIZED DECOMPOSED GRANITE w/STEEL EDGING	SF	2,426	\$ 5.82	\$ 14,119.32
6	20 - DRINKING FOUNTAIN MDF440 SM w/PET FOUNTAIN	EA	2	\$ 11,416.00	\$ 22,832.00
7	21 - DUMOR #58 SER-3AR BENCH w/BACK BLACK	EA	6	\$ 2,582.00	\$ 15,492.00
8	22 - SQUARE TOP TABLE DUMOR 448-44GM-S-2 BRONZE	EA	5	\$ 6,115.00	\$ 30,575.00
9	23 - TRASH RECEPTACLES DUMOR #157-32H-FTO BLACK	EA	6	\$ 2,858.00	\$ 17,148.00
10	24 - BIKE RACK 292/s-2 BRONZE	EA	1	\$ 605.00	\$ 605.00
11	25 - BBQ 300A OUTDOOR CREATIONS	EA	3	\$ 1,900.00	\$ 5,700.00
12	26 - SQUARE TOP TABLE DUMOR 448-43GM-S-2 BRONZE	EA	5	\$ 5,570.00	\$ 27,850.00
13	27 - DOGI-POT MODEL#1003-L	EA	3	\$ 845.00	\$ 2,535.00
14	28 - GAME TABLE 108AC OUTDOOR CREATION	EA	2	\$ 2,715.00	\$ 5,430.00
15	18 - PRECAST CONCRETE CORNHOLE BOARDS	EA	4	\$ 848.00	\$ 3,392.00
16	13 - TUBULAR STEEL FENCE	LF	73	\$ 153.00	\$ 11,169.00
17	14 - TRELIS #1	EA	1	\$ 157,120.00	\$ 157,120.00
18	16 - Play Equipment	LS	1	\$ 130,644.00	\$ 130,644.00
18.a	16 - Play Equipment - Add for Revised Structures	LS	1	\$ 132,575.09	\$ 132,575.09
19	19 - SECURITY LIGHTS	EA	4	\$ 15,048.00	\$ 60,192.00
20	1 - CONCRETE PAVING	SF	12,654	\$ 13.55	\$ 171,461.70
21	2 - CURB RAMPS	EA	4	\$ 3,249.00	\$ 12,996.00
22	ADA RAMP (PLAYGROUND BARK AREA)	EA	2	\$ 3,249.00	\$ 6,498.00
23	3 - CONCRETE PAVING PLAZA	SF	2,330	\$ 19.00	\$ 44,270.00
24	7 - 12" CONCRETE CURB	LF	140	\$ 57.60	\$ 8,064.00
25	8 - DOWNTURN EDGE OF SIDEWALK @ PLAY AREA SURFACING	LF	180	\$ 57.60	\$ 10,368.00
26	11 - 6" MOWCURB	LF	610	\$ 33.90	\$ 20,679.00
27	12 - P.I.P. CONCRETE SEAT WALL	LF	95	\$ 308.00	\$ 29,260.00
28	(90) DAY MAINTENANCE	MONTH	3	\$ 3,500.00	\$ 10,500.00
29	6" PVC PIPE	LF	392	\$ 25.00	\$ 9,800.00
30	15" RCP PIPE	LF	31	\$ 35.00	\$ 1,085.00
31	6" AREA DRAIN	EA	8	\$ 10.00	\$ 80.00
32	DROP INLET	EA	1	\$ 3,000.00	\$ 3,000.00
				TOTAL	\$ 1,502,032.01

ITEM 4.8

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE CONSTRUCTION CONTRACT FOR WARREN AVENUE SIDEWALK IMPROVEMENTS CIP PS 19-05

RECOMMENDATION: Adopt Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Warren Avenue Sidewalk Improvements CIP PS 19-05 and Related Budget Amendment

SUMMARY:

The Warren Avenue Sidewalk Improvements Capital Improvement Project (CIP) PS 19-05 will complete sidewalk improvements along Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street including curb and gutter, curb ramps, and asphalt paving. The plans and specifications for this project were completed by Associate Engineering Group in May 2020. The bid solicitation package was advertised on May 27, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of five bids were received and opened by the City Clerk on June 25, 2020. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River) with a bid amount of \$569,986.

Staff requests the City Council approve a construction contract with Knife River for construction of the Warren Avenue Sidewalk Improvements CIP, PS 19-05 in the amount of \$569,986 plus a 15% construction contingency in the amount of \$85,498, for a total cost not to exceed \$655,484. Staff also requests City Council approve a budget amendment transferring \$133,000 from the Gas Tax Fund (2030) to the General CIP Fund (3310).

BACKGROUND:

On December 10, 2018, City Council approved creating the Warren Avenue Sidewalk Improvements CIP PS 19-05 ("Sidewalk Project") to provide pedestrian connectivity to Joseph Widmer Jr. Elementary School. The project will complete a sidewalk gap on Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street. The upgrade will include a parallel parking lane, curb and gutter, sidewalks, and provide ADA compliance on both sides of the road. A Project Location Map is included as Attachment C.

On January 14, 2019, City Council approved an agreement with Associated Engineering Group (AEG) for the provision of Plans, Specifications and Estimate for the project.

**CITY MANAGER’S REPORT
 JULY 13, 2020 CITY COUNCIL REGULAR MEETING
 APPROVE CONSTRUCTION CONTRACT FOR THE WARREN AVENUE SIDEWALK
 IMPROVEMENTS CIP PS 19-05**

The plans and specifications for this project were completed by AEG in May 2020 and were advertised for bid on May 27, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060. A total of five bids were received that were determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Knife River	\$569,986
George Reed	\$585,612
FBD Vanguard	\$656,336
F. Loduca	\$764,237
Tracy Grading & Paving	\$805,051

Staff reviewed bids and determined that the lowest responsive and responsible bidder is Knife River. Staff requests the City Council adopt a resolution approving a construction contract with Knife River in the amount of \$569,986. Staff also requests City Council authorize a 15% construction contingency of \$85,498 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$655,484.

REASON FOR RECOMMENDATION:

This project promotes economic growth and public safety by providing the community, students, and parents a continuous sidewalk route with access to Joseph Widmer Jr. Elementary School and public transit.

FISCAL IMPACT:

The proposed contract with Knife River is for \$569,986. A 15% construction contingency is requested in the amount of \$85,498 for a total cost not to exceed \$655,484.

Funding for this project was included in the FY 19/20 budget. However, sufficient funds were not allocated, therefore, staff requests City Council approve a budget amendment transferring \$133,000 from the Gas Tax Fund (2030) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2030-9900-990-9010		\$133,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 19-05	\$133,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 19-05	\$133,000

**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE WARREN AVENUE SIDEWALK
IMPROVEMENTS CIP PS 19-05**

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Warren Avenue Sidewalk Improvements CIP PS 19 05 and Related Budget Amendment
- B. Construction Contract with DSS Company dba Knife River Construction for Construction of the Warren Avenue Sidewalk Improvements CIP PS 19-05
- C. Project Location Map

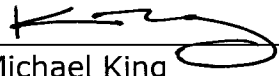
CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT FOR THE WARREN AVENUE SIDEWALK
IMPROVEMENTS CIP PS 19-05

APPROVALS:



Ken Reed
Senior Construction Manager

7-7-2020
Date



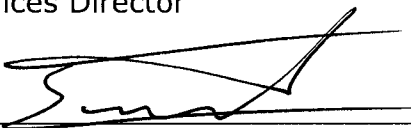
Michael King
Public Works Director

7-7-2020
Date



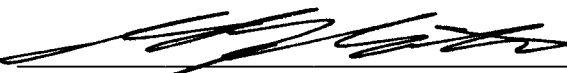
Cari James
Finance & Administrative
Services Director

7/8/2020
Date



Salvador Navarrete
City Attorney

7-6-2020
Date



Stephen J. Salvatore
City Manager

7-8-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSTRUCTION CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR THE CONSTRUCTION OF WARREN AVENUE SIDEWALK IMPROVEMENTS CIP PS 19 05 AND RELATED BUDGET AMENDMENT

WHEREAS, on December 10, 2018, City Council approved the Warren Avenue Sidewalk Improvements CIP PS 19-05 ("Sidewalk Project") located on Warren Avenue between Reverend Maurice Cotton Drive and Jasper Street; and

WHEREAS, the plans and specifications for the Sidewalk Project were completed by Associated Engineering Group in May 2020 and were advertised for bid on May 27, 2020, according to the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of five (5) bids were received and opened by the City Clerk on June 25, 2020; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River), with a bid amount of \$569,986; and

WHEREAS, staff requests the City Council approve a construction contract with Knife River for the Sidewalk Project in the amount of \$569,986; and

WHEREAS, staff also requests Council authorize a 15% construction contingency in the amount of \$85,498 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$655,484; and

WHEREAS, sufficient funds were not allocated in the adopted FY 19/20 Budget. As a result, staff also requests City Council approve a budget amendment transferring \$133,000 from the Gas Tax Fund (2030) to the Streets CIP Fund (3310) in order to have the necessary funds to pay for the project as follows:

<u>Increase Transfer Out</u>		
2030-9900-990-9010		\$133,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 19-05	\$133,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 19-05	\$133,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with DSS Company dba Knife River Construction for the Warren Avenue Sidewalk Improvements CIP PS 19-05 for a cost of \$569,986; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% construction contingency in the amount of \$85,498 for a total cost not to exceed \$655,484 for the Warren Avenue Sidewalk Improvements CIP PS 19-05, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of Lathrop does hereby approve a budget amendment transferring \$133,000 from the Gas Tax Fund (2030) to the Streets CIP Fund (3310) in order to have the necessary funds to pay for the project.

The foregoing resolution was passed and adopted this 13th day of July 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

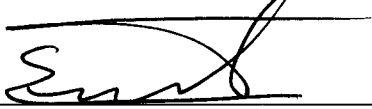
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter “Contract”), dated this **13th day of July 2020**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter “City”), and **DSS Company dba Knife River Construction**, (hereinafter “Contractor”), whose Taxpayer Identification Number is _____.

WITNESSETH:

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

A-1 CONTRACT DOCUMENTS

This Contract shall include the Construction Documents: Project Specifications – PS 19-05 Warren Avenue Improvement Project, Project Plans – PS 19-05 Warren Avenue Sidewalk Improvement Project Plans, and addenda (hereby incorporated by reference). For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Section C-6 of the General Conditions.

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

A-2 THE WORK

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

Warren Avenue Sidewalk Improvement Project, CIP PS 19-05

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

It is understood and agreed that the work, labor, tools, materials, transportation, equipment, services and other means of construction shall be furnished and the work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Michael King, Public Works Director, (209) 941-7430.

A-3 CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of **Five Hundred Sixty-Nine Thousand, Nine Hundred Eighty Six Dollars (\$569,986)** subject to additions and deductions as provided in the Contract Documents. (See Bid Schedule.)

A-4 TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion within **seventy-five (75)** working days of said Notice to Proceed.

A-5 PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

A-6 CONTRACTOR'S SUBMITTED BID SCHEDULE

Bid Proposal Form

BID SCHEDULE

Bid Item	F/S	Description	Quantity	Units	Unit Price	Extended Price
1.		Clearing & Grubbing	1	LS	\$ 27,000 ⁻	\$ 27,000 ⁻
2.		Saw Cut Existing Improvements	1,845	LF	\$ 3.30	\$ 6,088.50
3.		Remove Existing Asphalt Pavement	9,884	SF	\$ 2.35	\$ 23,227.40
4.		Remove Existing Curb and Gutter	38	LF	\$ 55 ⁻	\$ 2,090 ⁻

5.	Remove Existing Sidewalk and Concrete Flatwork	166	SF	\$ 12.50	\$ 2,075 ⁻
6.	Remove Existing Catch Basin	3	EA	\$ 1,200 ⁻	\$ 3,600 ⁻
7.	Remove Existing Storm Drain Line	34	LF	\$ 104 ⁻	\$ 3,536 ⁻
8.	Remove Existing Fire Hydrant	1	EA	\$ 2,250 ⁻	\$ 2,250 ⁻
9.	Remove Existing Water Line	40	LF	\$ 114 ⁻	\$ 4,560 ⁻
10.	Remove Wood Fence	20	LF	\$ 150 ⁻	\$ 3,000 ⁻
11.	Relocate Existing Street Sign	1	EA	\$ 330 ⁻	\$ 330 ⁻
12.	Relocate Existing Mailbox	15	EA	\$ 190 ⁻	\$ 2,850 ⁻
13.	Adjust Existing Manhole to Finish Grade	2	EA	\$ 650 ⁻	\$ 1,300 ⁻
14.	Modify Existing Private Driveway and Walkway Gates	1	LS	\$ 16,000 ⁻	\$ 16,000 ⁻
15.	Adjust Existing Water Meter, Water Valve, Telephone and Cleanout Boxes to Finish Grade	16	EA	\$ 650 ⁻	\$ 10,400 ⁻
16.	Adjust Existing Landscape Irrigation Facilities	1	LS	\$ 9,500 ⁻	\$ 9,500 ⁻
17.	Place Aggregate Base	235	CY	\$ 76 ⁻	\$ 17,860 ⁻
18.	Place Asphalt Concrete	231	TON	\$ 144 ⁻	\$ 33,264 ⁻
19.	Install Roll Curb and Gutter	1,548	LF	\$ 37.50	\$ 58,050 ⁻
20.	Install Vertical Curb and Gutter	158	LF	\$ 52.50	\$ 8,297 ⁻

21.	Install 4" Thick Sidewalk	7,936	SF	\$ 9 ⁻	\$ 72,424 ⁻
22.	Place Type II Slurry Seal Microsurfacing	33,633	SF	\$ 1.35	\$ 45,404.55
23.	Install Curb Ramps (Labor Only)	3	EA	\$ 2,700 ⁻	\$ 8,100 ⁻
24.	Install Truncated Dome Tiles	45	SF	\$ 75 ⁻	\$ 3,375 ⁻
25.	Install 6" Wide Retain Curb	40	LF	\$ 130 ⁻	\$ 5,200 ⁻
26.	Install W11-2 Sign	1	EA	\$ 440 ⁻	\$ 440 ⁻
27.	Place Thermoplastic Striping	764	SF	\$ 7.15	\$ 5,462.60
28.	Install Concrete Driveway and Walkway Connections	857	SF	\$ 11.50	\$ 9,855.50
29.	Install Type I Curb Inlet	7	EA	\$ 2,500 ⁻	\$ 17,500 ⁻
30.	Install Storm Drain Manhole	1	EA	\$ 4,300 ⁻	\$ 4,300 ⁻
31.	Install 12" Polypropylene Storm Drain Line with Special Backfill (and necessary pipe fittings)	131	LF	\$ 174 ⁻	\$ 22,794 ⁻
32.	Connect to Existing Storm Drain Manhole	1	EA	\$ 3,900 ⁻	\$ 3,900 ⁻
33.	Install 6" P.V.C. Water Line	47	LF	\$ 371 ⁻	\$ 17,437 ⁻
34.	Install New Fire Hydrant, Bury and Gate Valve	1	EA	\$ 9,000 ⁻	\$ 9,000 ⁻
35.	Remove and Replace Water Service	1	EA	\$ 6,800 ⁻	\$ 6,800 ⁻
36.	Install Wood Fence	20	LF	\$ 230 ⁻	\$ 4,600 ⁻
37.	Install Project Funding Signage	3	EA	\$ 425 ⁻	\$ 1,275 ⁻

38.	Traffic Control	1	LS	\$ 18,000 ⁻	\$ 18,000 ⁻
39.	Erosion and Sediment Control	1	LS	\$ 27,000 ⁻	\$ 27,000 ⁻
40.	Construction Staking & Surveying	1	LS	\$ 12,000 ⁻	\$ 12,000 ⁻
41.	Mobilization	1	LS	\$ 47,000 ⁻	\$ 47,000 ⁻
TOTAL BID:				\$ 569,985.55	
TOTAL BID AMOUNT IN WORDS: Five Hundred and Sixty-nine thousand, Nine Hundred and Eighty-five dollars and fifty-five cents					

TOTAL BID AMOUNT: \$569,985.55

A-7 INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

A-8 NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the

same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or

- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

A-9 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

A-10 CONTRACTOR'S WARRANTY

A Guaranty (Warranty) Bond is required to be submitted prior to project acceptance by the City. The Guaranty (Warranty) Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees.

A-11 LIQUIDATED DAMAGES

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

A-12 APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

A-13 HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

A-14 PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the

Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

A-15 PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of

per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

A-16 SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

A-17 COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

A-18 INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

A-19 APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

A-20 AUTHORITY TO EXECUTE

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

The Contractor shall furnish certification of insurance, performance bond, and payment bond to the City after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

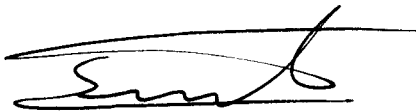
CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Public Works Director

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

PROJECT LOCATION MAP

PS 19-05 WARREN AVENUE SIDEWALK IMPROVEMENTS PROJECT



**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.9

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS**

RECOMMENDATION: **Adopt a Resolution Approving a Contract for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. and Related Budget Amendment**

SUMMARY:

On-call construction services are needed for wet utility (potable water, sewer, storm drain, and recycled water) and street repair services for planned and emergency work. An informal Notice Inviting Bids was issued for these services on June 9, 2020, according to the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30. Soracco, Inc. submitted the sole bid on June 25, 2020. Staff has reviewed the bid and confirmed that it was fully responsive and recommends Council award the contract based on previous work history, qualifications and overall understanding of the project requirements.

Staff is requesting Council to award a contract to Soracco, Inc. for On-Call Construction Services for Wet Utility and Street Repairs in the amount of \$200,000 and related budget amendment.

BACKGROUND:

The Public Works Department is responsible to operate and maintain the City's water, sewer, storm drain and recycled water systems and streets and sidewalks located within the public right-of-way. On-call construction services are needed to address wet utility and street repairs that are deemed urgent and/or beyond the capabilities of the Public Works Department's "in-house" resources.

Due to uncertainty in the quantity and type of work that would be required under this contract, a Notice Inviting Bids was prepared with the contract award based on the lowest total unit prices for typical wet utility and street repairs, as determined from a bid pricing form included with the bid, along with the Contractor's time and materials rate sheet. The amount of the contract award is based on allowances for planned and emergency work to be performed on a time and materials, not-to-exceed cost of \$200,000. Purchase orders issued under this contract will be invoiced using the unit rates from the bid pricing form and the Contractor's time and materials rate sheet.

An informal Notice Inviting Bids was issued for the On-Call Construction Services on June 9, 2020, in accordance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30. A total of one bid was received on June 25, 2020 that was determined to be responsive and responsible.

CITY MANAGER’S REPORT **PAGE 2**
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

Staff reviewed the bid and determined that the lowest responsive and responsible bidder is Soracco, Inc., with the contract award based on the lowest total unit prices provided in the bid proposal forms.

REASON FOR RECOMMENDATION:

On-call construction services are needed to address wet utility and street repairs that are deemed urgent and/or beyond the capabilities of the Public Works Department’s “in-house” resources. Staff requests the City Council adopt a resolution approving a construction contract with Soracco, Inc., for On-Call Construction Services for Wet Utility and Street Repairs in the amount of \$200,000.

FISCAL IMPACT:

The contract for wet utility and street repair on-call construction services will be on a time and material basis with a not to exceed amount of \$200,000. The approved fiscal year 2020-2021 budget includes \$91,500, therefore, a budget amendment in the amount of \$108,500 will be required. Staff is requesting City Council authorize a budget transfer of \$33,500 from Gas Tax Fund 2030, \$62,000 from Water Fund 5620 and \$13,000 from MBR West Sewer Fund 6080 as follows:

<u>Increase Transfer Out</u>	
2030-9900-990-9010	\$33,500
 <u>Increase Transfer In</u>	
2080-9900-393-0000	\$33,500
 <u>Increase Appropriation</u>	
2080-5010-420-7500	\$33,500
5620-5050-420-7500	\$62,000
6080-5034-420-7500	\$13,000

ATTACHMENTS:

- A. Resolution Approving a Contract for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. and Related Budget Amendment
- B. Contract for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc.

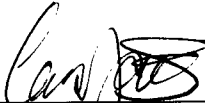
CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET
REPAIRS

APPROVALS:



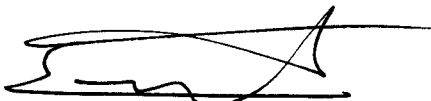
Michael King
Director of Public Works

7-6-2020
Date



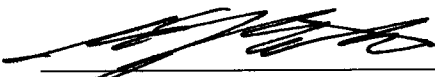
Cari James
Finance & Administrative
Services Director

7/7/2020
Date



Salvador Navarrete
City Attorney

7-6-2020
Date



Stephen J. Salvatore
City Manager

7-8-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONTRACT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO, INC. AND RELATED BUDGET AMENDMENT

WHEREAS, the Public Works Department is responsible to operate and maintain the City's water, sewer, storm drain and recycled water systems and streets and sidewalks located within the public right-of-way; and

WHEREAS, on-call construction services are needed to address wet utility and street repairs that are deemed urgent and/or beyond the capabilities of the Public Works Department's "in-house" resources; and

WHEREAS, due to uncertainty in quantity and type of work that would be required under this contract, a Notice Inviting Bids was prepared with the contract award based on the lowest total unit prices as determined from a bid pricing form for typical wet utility and street repairs; and

WHEREAS, the amount of the contract award is based on allowances for planned and emergency work to be performed on a time and materials, not-to-exceed cost of \$200,000; and

WHEREAS, the approved fiscal year 2020-2021 budget includes \$91,500, therefore, a budget amendment in the amount of \$108,500 will be required. As a result, staff requests City Council approve a budget amendment to transfer \$33,500 from Gas Tax Fund 2030, \$62,000 from Water Fund 5620 and \$13,000 from MBR West Sewer Fund 6080; and

WHEREAS, purchase orders issued under this contract will be invoiced using the unit rates on the bid pricing form and the Contractor's equipment, time and materials rate sheet; and

WHEREAS, an informal Notice Inviting Bids was issued for the On-Call Construction Services on June 9, 2020, in accordance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30; and

WHEREAS, a total of one bid was received and opened by Public Works on June 25, 2020; and

WHEREAS, staff reviewed bids and determined that the lowest responsive and responsible bidder is Soracco, Inc., with the contract award based on the lowest total unit price provided in the bid proposal forms.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a contract for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc., in the amount of \$200,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment to transfer \$33,500 from Gas Tax Fund 2030, \$62,000 from Water Fund 5620 and \$13,000 from MBR West Sewer Fund 6080 as follows:

<u>Increase Transfer Out</u> 2030-9900-990-9010	\$33,500
<u>Increase Transfer In</u> 2080-9900-393-0000	\$33,500
<u>Increase Appropriation</u> 2080-5010-420-7500	\$33,500
5620-5050-420-7500	\$62,000
6080-5034-420-7500	\$13,000

The foregoing resolution was passed and adopted this 13th day of July 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

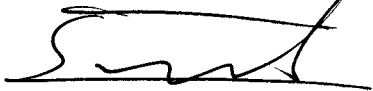
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

GENERAL SERVICES AGREEMENT WITH SORACCO, INC.

FOR

ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND

STREET REPAIRS

THIS AGREEMENT, dated for convenience this **13th day of July 2020**, (the "Effective Date") is by and between **Soracco, Inc.**, ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY"). In consideration of their mutual covenants, the parties hereto agree as follows:

(1) Scope of Work

Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide those services described in the City of Lathrop's complete On-Call Construction Services for Wet Utility and Street Repair informal bid solicitation, incorporated herein by reference. In summary, the scope of work includes but is not limited to On-Call Construction Services for Wet Utility and Street Repairs.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$200,000**, on a time and materials unitary basis, for the services referenced in Section 1, above and at the rates stated in the CONTRACTOR'S bid item schedule submitted on June 25, 2020, attached as Exhibit "A". CONTRACTOR 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 CONTRACTOR 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 term shall be for a two (2) year period from the effective date of the contract. The contract may be renewed annually for up to three (3) consecutive years after the initial contract period, at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract. The effective date of this Agreement is **July 13, 2020**, and it shall terminate no later than **July 13, 2022**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY.

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

As an independent contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR 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. CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the 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

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

CONTRACTOR 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 CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR 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. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

(8) Assignment of Personnel

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Richard Soracco, President**. CITY shall be notified by CONTRACTOR 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 CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, 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 CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S authorized representative. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

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

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

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than 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 CONTRACTOR, including the insider's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

- (c) Deductibles and Self-Insured Retentions. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONTRACTOR'S Responsibility

As to the CONTRACTOR'S work hereunder, it is understood and agreed that (a) CONTRACTOR has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONTRACTOR to perform the work in a skillful and professional manner, and (c) CONTRACTOR thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

applicable to CONTRACTOR'S profession.

CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to CITY within ten (10) calendar days.

(15) Funding

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

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

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

To CONTRACTOR: Soracco, Inc.
903 E Lodi Avenue
Lodi, CA 95240
Phone: (209) 267-4030

(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

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

- 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.
 - (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.
 - (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 CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
 - (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

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

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

(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 CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

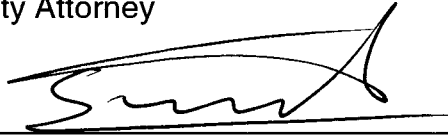
Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

GENERAL SERVICES AGREEMENT: SORACCO, INC.

FOR: ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-7-2020

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

CONTRACTOR:

Soracco, Inc.
903 E Lodi Avenue
Lodi, CA 95240

Fed ID # _____

Business License # _____

Signature

Date

Print Name and Title

(END OF SECTION)

EXHIBIT A: CONTRACTOR'S SUBMITTED BID SCHEDULE

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

BID PRICING SCHEDULE

BID ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Mobilization and Demobilization	EA	\$ 1,000
SEWER/STORM DRAIN SYSTEM REPAIRS			
	Sewer Main Replacement (for depths up to 5 feet)		
2	Less than 12 inches in diameter	LF	\$ 175. ⁰⁰ .
3	12-inches in diameter and above	LF	\$ 250. ⁰⁰ .
	Sewer Main Replacement (for depths between 5 and 10 feet)		
4	Less than 12 inches in diameter	LF	\$ 200. ⁰⁰ .
5	12-inches in diameter and above	LF	\$ 300. ⁰⁰ .
	Sewer Main Replacement (for depths greater than 10 feet)		
6	Less than 12 inches in diameter	LF	\$ 300. ⁰⁰ .
7	12-inches in diameter and above	LF	\$ 425. ⁰⁰ .
	Sewer Main Spot Repair (for depths up to 5 feet)		
8	Less than 12 inches in diameter	EA	\$ 15,125
9	12-inches in diameter and above	EA	\$ 17,000
	Sewer Main Spot Repair (for depths between 5 and 10 feet)		
10	Less than 12 inches in diameter	EA	\$ 16,990
11	12-inches in diameter and above	EA	\$ 18,270
	Sewer Main Spot Repair (for depths greater than 10 feet)		
12	Less than 12 inches in diameter	EA	\$ 20,870
13	12-inches in diameter and above	EA	\$ 26,900
	Storm Drain Main Repairs (for depths up to 5 feet)		
14	Less than 15-inches in diameter	LF	\$ 450
15	Over 15-inches to 24 inches in diameter	LF	\$ 575
16	Over 24 inches to 36 inches in diameter	LF	\$ 675
17	Over 36 inches to 48 inches in diameter	LF	\$ 1,000

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

	Storm Drain Main Repairs (for depths between 5 and 10 feet)		
18	Less than 15-inches in diameter	LF	\$ 550
19	Over 15-inches to 24 inches in diameter	LF	\$ 600
20	Over 24 inches to 36 inches in diameter	LF	\$ 700
21	Over 36 inches to 48 inches in diameter	LF	\$ 1,200
	Storm Drain Main Repairs (for depths greater than 10 feet)		
22	Less than 15-inches in diameter	LF	\$ 500
23	Over 15-inches to 24 inches in diameter	LF	\$ 700
24	Over 24 inches to 36 inches in diameter	LF	\$ 850
25	Over 36 inches to 48 inches in diameter	LF	\$ 1,000
26	Sewer Lateral Replacement	LF	\$ 800
27	Sewer Lateral Spot Repair	EA	\$ 12,000
	Sewer/Storm Manhole Repairs		
28	Repair of pipe trough and shelf base inside of manhole	EA	\$ 7,000
29	Replace manhole frame and cover	EA	\$ 2,500
WATER/RECYCLED WATER SYSTEM REPAIRS			
	Water Main Replacement (for depths up to 5 feet)		
30	6-inches in diameter	LF	\$ 250
31	8-inches in diameter	LF	\$ 275
32	10-inches in diameter	LF	\$ 300
33	12-inches in diameter	LF	\$ 325
34	16-inches in diameter	LF	\$ 375
35	Over 16-inches in diameter	LF	\$ 425
	Water Main Replacement (for depths between 5 and 10 feet)		
36	6-inches in diameter	LF	\$ 300
37	8-inches in diameter	LF	\$ 325
38	10-inches in diameter	LF	\$ 350
39	12-inches in diameter	LF	\$ 425
40	16-inches in diameter	LF	\$ 515

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

41	Over 16-inches in diameter	LF	\$ 650
	Water Main Spot Repair (for depths up to 5 feet)		
42	12-inches or less diameter	EA	\$ 13,570
43	Over 12-inches in diameter	EA	\$ 14,870
	Water Main Spot Repair (for depths between 5 and 10 feet)		
44	12-inches or less diameter	EA	\$ 15,000
45	Over 12-inches in diameter	EA	\$ 18,870
46	Water Service Line Replacement (trenchless, 1-1/2 to 2-inch diameter)	LF	\$ 200
47	Water Service Line Spot Repair	EA	\$ 10,000
48	Fire Hydrant Knockdown Repair	EA	\$ 3,000
49	Fire Hydrant Knockdown Replacement	EA	\$ 6,000
	Water System Valve Replacement		
50	6-inches in diameter	EA	\$ 8,650
51	8-inches in diameter	EA	\$ 9,000
52	10-inches in diameter	EA	\$ 9,500
53	12-inches in diameter	EA	\$ 10,000
54	16-inches in diameter	EA	\$ 12,000
55	18-inches in diameter	EA	\$ 15,000
56	ARV Valve Replacement	EA	\$ 3,000
57	Meter/Meter Box Replacement	EA	\$ 350
STREET AND SIDEWALK REPAIRS			
58	Saw-Cutting Asphalt Concrete Pavement (per inch depth cut)	LF	\$ 20.00
59	Asphalt Concrete Pavement Repair (per 2-1/2-inches thick lift)	SF	\$ 50.00
60	Concrete Sidewalk Removal & Replacement	SF	\$ 100
61	Concrete Curb and Gutter Removal & Replacement	LF	\$ 375.00
	TOTAL UNIT PRICE (ITEMS 1-61)		\$ 306,125.00

**CONTRACT IS TO BE AWARDED BASED ON BID PRICING SCHEDULE WITH THE
LOWEST UNIT PRICES**

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACH TIME AND MATERIALS RATE SHEET

ALLOWANCE ITEMS					
1	Allowance for working in locations with enhanced traffic control	1	EA	Time & Materials	NTE \$10,000
2	Allowance for unexpected field conditions or issues that are beyond the scope of typical wet utility or street repair	1	EA	Time & Materials	NTE \$15,000
3	All Planned Work	1	EA	Time & Materials	NTE 125,000
3	All Emergency Work	1	EA	Time & Materials	NTE \$50,000

ITEM 4.10

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

RECOMMENDATION: Adopt Resolution, Acting as the Land Use Agency, Validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin)

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-Year or Urban Level of Flood Protection (ULOP). In order to comply with this requirement and remain consistent with Department of Water Resources (DWR) Guidance regarding how cities can adhere to the requirement, the City needs to make findings of Adequate Progress toward the provision of Urban Level Flood Protection 200-year flood protection.

On June 20, 2016, June 5, 2017, July 9, 2018, and July 8, 2019, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-Year ULOP in Reclamation District 17 Basin (hereinafter referred to as the Mossdale Tract Area). This allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a limited period subject to ongoing validation of that finding. One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board on the efforts in working toward completion of the flood protection system.

Based on the approval by San Joaquin Area Flood Control Agency (SJAFCA) of the 2020 Annual Adequate Progress Report Update (Attachment B) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2025, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016. This would allow the City of Lathrop to continue to issue, within the Mossdale Tract, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through December 31, 2021.

BACKGROUND:

The California Department of Water Resources developed certain guidance and ULOP criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

The existing Mossdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mossdale Tract Area, in coordination with RD 17, are jointly pursuing efforts to achieve ULOP by 2025.

In June 2016, June 2017, July 2018, and July 2019, Larsen Wurzul & Associates (LWA) prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (APR). The APR served as a strategic plan describing and outlining the steps that the Local Flood Management Agency (LFMA) and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of 2007 Senate Bill 5 (SB5).

This 2020 Annual Adequate Progress Report Update (Attachment B), in combination with other documentation submitted by SJAFCA as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."

As noted above, it is also intended that this report may be referenced by all of the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

The June 2016 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMA in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

In addition, the 2007 California Flood Control Legislation required the LFMA to:

- Report annually to the Central Valley Flood Protection Board on the status of the progress toward completion of the flood protection system, and
- Validate that the adequate progress finding is still effective.

The 2020 Annual Adequate Progress Report Update was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

Previously, the Cities of Lathrop and Manteca, as well as Reclamation District 17, comprised the LFMA, and these agencies have been reporting the status of ULOP for the Mossdale Tract Area to the CVFPB. With the modification of SJAFCA's membership in 2018, SJAFCA has taken over the role of LFMA for the Mossdale Tract Area, and this report is now being submitted to support all land use agencies within the Mossdale Tract Area.

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2020 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB (Attachment C), allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2025.


FISCAL IMPACT:

To date, all technical reports have been funded by the Cities of Lathrop and Manteca and our development community. The intent is that these fronted costs will be reimbursed by the properties ultimately benefitted by the 200-year ULOP flood protection, including benefitted properties within Lathrop, Manteca, Stockton and the unincorporated area of San Joaquin County. The future cost will be provided by outside funding sources identified in the 2020 Annual Adequate Progress Report Update.

ATTACHMENTS:

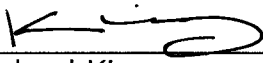
- A. Resolution of the City Council of the City of Lathrop, Acting as the Land Use Agency, Validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area
- B. 2020 Annual Adequate Progress Report Update for Urban Level of Protection Final Report, dated June 30, 2020
- C. SJAFCA Letter to CVFPB transmitting the 2020 Annual Adequate Progress Report Update for Urban Level of Protection, dated June 29, 2020

APPROVALS:



Glenn Gebhardt
City Engineer

7-1-2020
Date




Michael King
Public Works Director

7.1.2020
Date



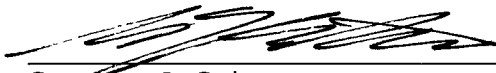
Cari James
Administrative & Finance Services Director

7/3/2020
Date



Salvador Navarrete
City Attorney

6-29-2020
Date



Stephen J. Salvatore
City Manager

7.6.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP, ACTING AS THE LAND USE AGENCY, VALIDATING THE JUNE 20, 2016 URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA (FORMALLY REFERRED AS RECLAMATION DISTRICT 17 BASIN)

WHEREAS, Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley; and

WHEREAS, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year Urban Level of Flood Protection (ULOP); and

WHEREAS, on June 20, 2016, June 5, 2017, July 9, 2018, and July 8, 2019, the City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Reclamation District 17 basin (hereinafter referred to as the Mossdale Tract Area); and

WHEREAS, this action allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a period of 10 years' subject to ongoing validation of that finding; and

WHEREAS, effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing San Joaquin Area Flood Control Agency (SJAFCA) was amended to include the Cities of Lathrop and Manteca and remove San Joaquin County Flood Control and Water Conservation District; and

WHEREAS, with the recent modification of SJAFCA membership, SJAFCA has taken over the role of Local Flood Management Agency (LFMA) for the Mossdale Tract Area and this report is now being submitted to support all land use agencies within the Mossdale Tract Area; and

WHEREAS, based on the approval by SJAFCA of the 2020 Annual Adequate Progress Report Update (included as Attachment B to the July 13, 2020 staff report) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2025, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016, Finding of Adequate Progress toward providing a 200-Year Urban Level of Flood Protection in the Mosssdale Tract Area by the year 2025, based upon the 2020 Annual Adequate Progress Report Update (included as Attachment B to the July 13, 2020 staff report ("Adequate Progress Finding")); and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, that the City Council of the City of Lathrop hereby validates and affirms that the Adequate Progress Finding adopted, pursuant to SB5 and its companion legislation, shall serve as the Adequate Progress Finding for the City of Lathrop's approval of any and all discretionary permits and approvals issued pursuant to State Planning and Zoning Law, the California Subdivision Map Act, and Development Agreement Law to any commercial and industrial uses, and any and all ministerial permits (building permits) for new residential homes for a period of 10 years' subject to ongoing validation of that finding, as applied to urban development in the Mosssdale Tract Area which urban development is approved in accordance with local and State laws; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mosssdale Tract Area will have 200-year flood protection by 2025.

The foregoing resolution was passed and adopted this 13th day of July, 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



June 30, 2020

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
P. O. Box 942836
Sacramento, CA 94236
Via electronic mail: Leslie.Gallagher@cvflood.ca.gov

Re: 2020 Annual Report of Adequate Progress toward Urban Level of
Flood Protection for the Mossdale Tract Area (Reclamation District
No. 17)

Dear Ms. Gallagher:

Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in urban or urbanizing area, land use agencies are required to make a finding related to the provision of an Urban Level Flood Protection (ULOP). Further, in order to ensure that these findings remain valid, the Local Flood Management Agency (LFMA) is required to annually report to the Central Valley Flood Protection Board (the Board) on the adequate progress being made toward ULOP.

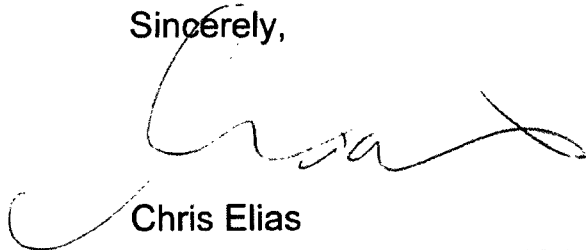
As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of LFMA for the Mossdale Tract Area. This is SJAFCA's third year fulfilling the annual requirement to report on adequate progress toward ULOP for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Board SJAFCA's Mossdale Tract Program: 2020 Annual Adequate Progress Update for ULOP Final Report dated June 29, 2020.

This report has been made publicly available and can be found on SJAFCAs website at

https://www.sjafca.com/recent_documents_archive.php

Please do not hesitate to contact me if you have any questions regarding our progress toward achieving ULOP for the Area.

Sincerely,



Chris Elias
Executive Director, SJAFCAs

Enclosure: Mossdale Tract Program: 2020 Annual Adequate Progress Update for ULOP Final Report, June 29, 2020

CC: Glenn Gebhardt, City Engineer, City of Lathrop *(via e-mail)*
Kevin Jorgensen, City Engineer, City of Manteca *(via e-mail)*
Mel Lytle, Deputy City Manager, City of Stockton *(via e-mail)*
Fritz Buchman, Deputy Director Public Works, San Joaquin County
(via e-mail)

CE:smw



PUBLIC FINANCE
& MANAGEMENT
RESOLVED

LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240

Sacramento, CA 95833

Mossdale Tract Program:
**2020 Annual
Adequate Progress
Report Update**

FOR URBAN LEVEL OF PROTECTION

FINAL REPORT

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
June 29, 2020

TABLE OF CONTENTS

Overview & Context.....	1
Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP	1
Mossdale Tract Area Approach to ULOP.....	2
Adequate Progress toward ULOP	5
Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing.....	6
Summary of Scope, Schedule & Cost	7
Schedule	8
Total Program Costs	8
Applicable Geographic Area Reliant on Adequate Progress Report.....	10
Project Funding and Financing Approach.....	12
Governance Approach to Funding & Implementation	13
Project Funding and Financing Plan.....	14
Remaining Project Costs	14
LSRP Project.....	14
Sources & Uses.....	14
Detailed Cash Flow Analysis and Schedule of Expenses and Revenues	15
Government Code §65007(a) (2) (A) Compliance	15
Evaluation of Identified Revenues	24
New Special Assessment	24
Enhanced Infrastructure Financing District.....	25
Status and Schedule for Funding & Financing Implementation	28

LIST OF TABLES

Table 1: Program Cost Summary	9
Table 2: RD 17 LSRP Remaining Capital Cost Estimate & Cost Share.....	17
Table 3: ULDC Project Engineer’s Opinion of Probable Cost	18
Table 4: ULOP Adequate Progress Sources & Uses Statement (through 2026)	19
Table 5: ULOP Levee Program Cash Flow and Financing Analysis	20
Table 6: Government Code 65007 (a) Analysis.....	22
Table 7: Expenditure Schedule for the Phase 4 Project.....	23

LIST OF FIGURES

Figure 1: 200-Year Floodplain Depths for Areas Protected by Levees	11
Figure 2: Combined Assessment Revenue & EIFD Tax Increment Financing Approach	27

APPENDICES

Appendix A:	San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change December 12, 2019 Technical Memorandum Prepared by Kjeldsen Sinnock & Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Adjustments for Climate Change Cost Estimate
Appendix B:	San Joaquin Area Flood Control Agency Resolution No. 18-21: Adopting the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee and Authorizing the Executive Director to Execute a Collection Agreement (<i>excluding</i> the final Nexus Study) ¹ Executed Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee San Joaquin Area Flood Control Agency Resolution No. 19-15: Resolution Approving the form of Fee Crediting Agreement and Authorizing the Executive Director to Execute Agreement(s)

¹ A full copy of the referenced Final Nexus Study can be found here:
https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=6278&meta_id=557166

in substantial conformance with the form of Agreement Subject to Agency Counsel Review and Approval.

Development Impact Fee Program Supporting Tables

Appendix C: RD 17 LSRP Project Supporting Tables

Appendix D: Revised Draft Technical Memorandum - Mossdale Tract Area: Overlay Assessment Rate Analysis dated June 24, 2020

Appendix E: EIFD Analysis Supporting Tables

LIST OF ABBREVIATIONS

APR	RD 17 Area Adequate Progress Report for Urban Level of Protection (June 2016)
2020 APR Update	Mossdale Tract Area 2020 Annual Adequate Progress Report for Urban Level of Protection (May 30, 2017 revised June 13, 2017)
CEQA	California Environmental Quality Act
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016 ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to achieve ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area	The area serviced by Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District
PBI	Peterson Brustad, Inc.
RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)

SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
the Plan	Infrastructure Financing District Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

Larsen Wurzel & Associates, Inc. (LWA) has been engaged by the San Joaquin Flood Control Agency (SJAFCA), the Local Flood Management Agency (LFMA) for the Mossdale Tract Area (the Area), to prepare the Annual Adequate Progress Report Update (Annual APR Update) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area. In 2016 and 2017, the Cities of Lathrop and Manteca, as well as Reclamation District 17 (RD 17) comprised the LFMA and these agencies reported the status of Adequate Progress for the Mossdale Tract Area to the Central Valley Flood Protection Board (CVFPB). In January 2018, SJAFCA took over the role of LFMA for the Area and assumed responsibility for Annual Reporting pursuant to Government Code §65007 (a)(5). This Annual APR Update is being submitted by SJAFCA to support all land use agencies within the Mossdale Tract Area. This is the fifth Annual Report on Adequate Progress for the Mossdale Tract Area; the third prepared by SJAFCA.

As noted in the 2018 Annual APR Update, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District (SJCFWCD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all members of the new SJAFCA organization as part of the plan (described further within this report²) to achieve ULOP. Herein, San Joaquin County and the Cities of Lathrop, Manteca, and Stockton are jointly referred to as the Land Use Agencies.

In June 2016, LWA prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (2016 APR). The 2016 APR served as a strategic plan describing and outlining the steps that the LFMA and the Land Use Agencies in the RD 17 basin (hereinafter referred to as the Mossdale Tract Area) are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB5). The APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP

Adequate Progress has been defined by the 2007 California Flood Legislation (see Government Code §65007(a)) as:

- The development of the scope, schedule, and cost to complete flood protection facilities;

² Reference the **Governance Approach to Funding & Implementation** section (page 12) of this report.

- Documentation that revenues have been identified to support implementation of the flood protection facilities;
- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

- That the total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection;
- That 90% of the required revenue scheduled to be received by that year have been appropriated and are being expended;
- Critical features of the flood protection system are under construction and each critical feature is progressing as indicated by the actual expenditures of the construction budget; and,
- The city or county has not been responsible for a significant delay in the completion of the system.

In addition, the 2007 California Flood Control Legislation requires the LFMA to report annually to the CVFPB on the status of progress toward completion of the flood protection system.

*This **2020 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements of the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

The 2016 APR was prepared by the Cities of Lathrop and Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP EVD-3³):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The APR prepared in June 2016 in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*
- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have an Urban Level of Flood Protection at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled*

³ Reference page 2-10 within the ULOP Criteria, November 2013.

under a Cover Memorandum titled “Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee” met the requirement at that time.

- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer’s Report. The panel’s report dated May 24, 2016, titled “Independent Review of Urban Levee Design Criteria Evaluation, March 2016” fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt and Mr. Kevin Jorgensen dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The 2016 APR, in combination with additional materials prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The APR addressed how the flood protection system that will provide an ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

The CVFPB, on October 25, 2016, acknowledged receipt of the evidentiary documentation including the 2016 APR and indicated that the “submittal sufficiently complies with the statutory requirements of California Government Code Section 65007(a)”. The CVFPB indicated that their compliance letter was valid through September 30, 2017 and that future year’s evaluations would be based upon review of annually submitted documents.

On August 10, 2017, the City of Lathrop acting as the LFMA and on behalf of the Cities of Lathrop and Manteca, transmitted the first Annual APR Update, the **2017 Adequate Progress Report Update**, dated June 13, 2017. In response to the submission of that report, CVFPB staff requested that the City of Lathrop prepare an Adequate Progress Submittal Form which was completed and submitted to CVFPB staff on Thursday November 2, 2017.

On June 28, 2018, SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, transmitted the annual update of the APR, the **2018 Annual Adequate Progress Report Update**. Again, on June 28, 2019, SJAFCA transmitted the **2019 Annual Adequate Progress Report Update**.

*This **2020 Annual Adequate Progress Report Update** is intended to continue to address the requirements of Government Code Section 65007 (a)(5). “The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system.”*

As noted above, it is also intended that this report, in combination with any other required documentation pursuant to SB5 and DWR's associated ULOP Guidance, may be referenced by all of the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA and RD 17 are pursuing efforts to achieve ULOP by 2025.

The LFMA's plan for flood protection through the year 2025 consists of two components: (1) RD 17's ongoing Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Project).

The Project, as described previously in the 2016 APR, consisted of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were developed to meet the appropriate standard of protection based on information known at that time. Prior to the 2018 Annual APR Update, information was shared by the State of California regarding potential changes in hydraulics and hydrology due to climate change. The City of Lathrop and SJAFCA are currently advancing a Feasibility Study funded by State of California under its Urban Flood Risk Reduction (UFRR) program. As part of the UFRR underway and study nearing completion in late 2020, climate change information is being considered to determine what changes, if any, need to be made to the proposed Project to ensure that it continues to meet the appropriate standard of protection. In an effort to address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February, 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the costs of complying with the policy (included in **Appendix A**).

The 2019 Annual APR Update reported that the UFRR study was incomplete and that a new determination that the project meets the appropriate standard of protection would need to be made in conjunction with this 2020 Annual Report. As of the date of this 2020 Annual Report, the UFRR study remains incomplete, however the evaluation of the scope and costs associated with complying with SJAFCA's adopted Climate Adaptation policy has been completed. To address the partially completed rescoping and budgeting effort, this 2020 Annual APR Update reflects the additional costs of compliance with the adopted Climate Adaptation Policy. But, because of the incomplete UFRR study and time associated with ULDC compliance review, SJAFCA remains unable at this time to make a new determination that the project meets the appropriate standard of protection. SJAFCA is actively working with the Land Use Agencies, DWR and other stakeholders to complete the UFRR Study in 2020 and take an important step toward compliance with ULDC. That compliance determination will need to be made in conjunction with the 2021 Annual Report. For the purposes of this

analysis, it is assumed that the Project, as previously defined with the additional scope and costs to conform to SJAFA's adopted Climate Adaptation Policy, will provide 200-year flood protection for the Mossdale Tract Area by 2025.

Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, is currently constructing the LSRP improvements.

Since completion of the 2016 APR, a cumulative total of approximately \$11.7 million of LSRP improvements (an additional \$1.4 million in 2019) have been completed including the construction of seepage berms during and after the storms of February 2017. In addition, the RD 17 Levee Area Public Financing Authority, a Joint Powers Authority (JPA) set up by agencies in the Mossdale Tract Area, issued \$20.85 million of bonds in 2017 to both refinance a prior financing from 2009 and to generate additional net new proceeds for flood control improvements of \$6.531 million. These funds have been utilized by RD 17 to continue to advance the LSRP over the last 24 months along with Payments from DWR.

In order to continue construction, RD 17 has been advancing through the USACE 408 permission process for its remaining work prior to the work completed in February 2017. In January 2019, USACE introduced guidelines for the new Categorical Permission for Section 408 Requests. The Categorical Permission process was created to streamline the review and decision process for USACE 408 requests for a preapproved list of levee alterations. With seepage berm alterations qualifying for the new Categorical Permission process, RD17 requested and received USACE Section 408 Categorical Permission for ten of the eleven seepage berms in the Phase 3 LSRP. The expedited Categorical Permission process enabled the Phase 3 Seepage Berm project construction to be completed in 2019 and 2020 ahead of the anticipated acquisition of the full project 408 permission which is expected in November 2020. RD 17's Phase 3 seepage work completed over the last 12 months includes the construction of seepage berms and chimney drains along more than 1.5 miles of levee within RD 17. The remaining work on the LSRP will continue to progress through the USACE regulatory review process and is now scheduled to resume construction in 2021. This work will include the construction of 4 remaining cutoff walls and a setback levee.

As noted in the 2016 APR, the prior LFMA completed preliminary investigations and preliminary design for additional enhancements needed to improve the levees consistent with the ULDC. This effort resulted in the preparation of the required ULOP EVD-3 documentation. Specifically, the Cities of Lathrop and Manteca, in coordination with RD 17, prepared an Engineer's Report that details the project scope, schedule, and budget. This information is incorporated into this report by reference to PBI's March 22, 2016 ULDC Evaluation of the RD 17 Levee (Engineer's Report). The Engineer's Report includes an identification of the approved and pending features of the LSRP that are currently under construction as well as a description of the phasing of the project.

Since June 2016, the City of Lathrop secured 50% funding for \$10 million of work (total of \$5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility

analysis of a focused array of alternatives which address State estimates of climate change through 2040. In January of 2019, the grant funding agreement transitioned to SJAFCA. The scope of this work is now estimated to cost approximately \$1,170,000. The remaining funds from DWR are able to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of a preferred alternative. As of the date of this 2020 Annual APR Update, the feasibility study portion of the scope of work is nearly complete and is expected to be finalized by September 2020. This effort incorporates climate change uncertainties as well as addresses issues that could lead to a final array of elements that support Federal participation in the Project. While further Federal interest in the Mossdale Program is being evaluated, SJAFCA has identified that certain common features of all of the UFRR feasibility study alternatives overlap in part with features of the ULOP Project. As such, SJAFCA is preparing to advance, with the remaining UFRR Feasibility Study funds from the State, those common features as an initial phase of the Project. More specifically, the main common feature SJAFCA is targeting to advanced is the dryland levee extension South of Manteca. To further advance this effort, SJAFCA has taken the following actions:

- SJAFCA issued a Request for Qualifications and qualified a bench of technical consultants to support advancing the dry land levee extension.
- As part of SJAFCA's Fiscal Year 2020/21 budget adoption, \$3,000,000 was added to the Mossdale CIP budget to further advance implementation.
- SJAFCA issued a Request for Proposals from its prequalified bench of consultants to performing planning, evaluation and concept development of the improvements of the dry land levee.

To the extent that the final UFRR study results in a modified Project with State and Federal participation beyond what was identified in the 2016 Engineer's Report, updated information will be prepared by SJAFCA and will be reflected within future Annual APR Updates.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report identified two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area for 2015 climate conditions. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
 - a. Phase 1 (Completed 2008-09)
 - b. Phase 2 (Completed 2009-11)
 - c. Phase 3 (Construction Commenced 2016 - Completion scheduled in 2022)
2. **SJAFCA Project⁴** is being pursued as Phase 4 and includes the following outlined steps:
 - a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
 - b. Design and environmental evaluation of levee improvements to cure ULDC deficiencies
 - c. Implement levee improvements to cure ULDC deficiencies

⁴ Throughout this report the Phase 4 Project was formerly known as the "Fix-In-Place" Project with the inclusion the extension of the RD 17 dryland levee.

Schedule

The following schedule of milestones provides the LFMA’s updated current plan to implement the levee improvements by 2025. In addition, the Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
<u>Phase 3: RD 17 LSRP</u>	10/31/2022
<u>Phase 4: SJAFCA Project</u>	
Environmental Documentation	6/31/2022
Right of Way Acquisition ⁵	12/10/2023
Engineering Design ⁶	12/31/2024
Construction	10/31/2025
Permitting & Compliance ⁷	12/31/2025

Total Program Costs

Table 1 presents the total costs for the LSRP and SJAFCA Projects. The total estimated design, permitting, and construction project costs in 2016 dollars is approximately **\$210.2 million**. This number was updated in the 2019 Annual APR Update to reflect the increased costs related to the LSRP. In addition to this amount, the additional cost to comply with SJAFCA’s climate change adaptation policy, present in 2019 dollars, is approximately **\$56.6 million**.⁸

⁵ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.

⁶ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2022.

⁷ Reflects required permitting and ongoing mitigation and monitoring requirements.

⁸ Reference Appendix A - December 12, 2019 Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Adjustments for Climate Change Cost Estimate.

Table 1
Mossdale Tract: 2020 Adequate Progress Report
Program Cost Summary

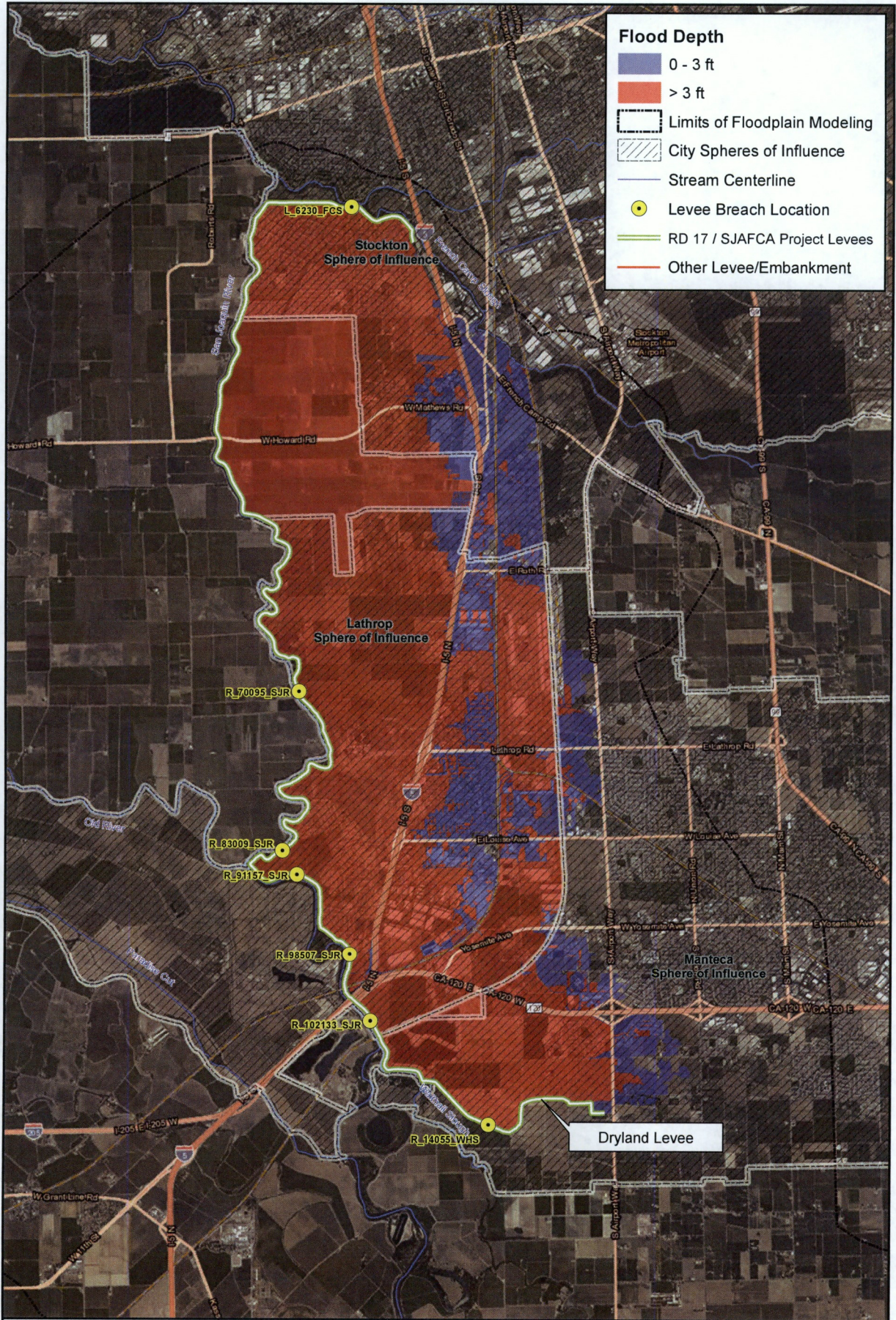
Project Phase	Original Project Costs 2016\$	Climate Δ Project Costs 2019\$
LSRP Phase 1	\$2,836,509	
LSRP Phase 2 (including Parks)	\$12,949,337	
LSRP Phase 3	\$57,044,031	
SJAFCA Project	\$137,381,000	\$56,587,000
Total Cost	\$210,210,877	\$56,587,000

Source: Peterson Brustad, Kjeldsen Sinnock & Neudeck

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.⁹ The overall area removed from the floodplain as a result of the completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

⁹ This figure is currently being updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.



Flood Depth

- 0 - 3 ft
- > 3 ft
- Limits of Floodplain Modeling
- City Spheres of Influence
- Stream Centerline
- Levee Breach Location
- RD 17 / SJAFCA Project Levees
- Other Levee/Embankment

PETERSON BRUSTAD, INC.
ENGINEERING CONSULTING

1180 Iron Point Rd., Suite 260
Folsom, CA 95630

Phone: (916) 608-2212
Fax: (916) 608-2232

N

0 1 Miles

1 inch = 1 mile

MAY 6, 2016

SJAFCA: LOCAL FLOOD MANAGEMENT AGENCY

200-YEAR FLOODPLAIN DEPTHS FOR AREAS PROTECTED BY LEVEES

FIGURE 1

Project Funding and Financing Approach

In accordance with SB5, the 2016 APR provides documentation that revenues have been identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 has been advancing the LSRP since 2008 with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects(EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenues sources remain in place to fund the LSRP.

In order to fund the Phase 4 SJAFCA Project, the LFMA identified the following funding sources for the design, environmental review, permitting, and construction of ULOP improvements. In summary, the near-term existing and potential funding sources include:

- Net revenues from the existing RD 17 Assessment
 - It is expected that some net revenues (after debt service, RD 17 operation and maintenance [O&M] expenses, and pay-as-you-go funding for the final construction of the LSRP) will be available to fund the SJAFCA Project.
- A Regional SJAFCA 200-Year Development Impact Fee
 - A Regional SJAFCA 200-Year Development Impact Fee (Regional DIF) paid by property owners developing within the 200-year floodplain was adopted by SJAFCA in November 2018. Property already entitled and planned for development within the basin that benefits from the Project that has (or will in the future) advanced funds can apply that prior funding as credit towards the Project's fee obligation via a fee crediting arrangement. In March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program (**Appendix B**).
- A new Special Benefit Assessment District
 - A new special benefit Overlay Assessment District (OAD) would be levied on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project. SJAFCA has qualified and entered into contracts with Willdan Financial Services (Willdan) to prepare the requisite Assessment Engineer's Report and administer the legislative processes required by Proposition 218 and the underlying statutory authority for the imposition of the assessment. To date, Willdan has prepared a draft preliminary rate analysis for review by the SJAFCA. The preliminary analysis has been utilized to update the capacity of the Assessment District in this report. (**Appendix D**)
- A new Enhanced Infrastructure Financing District
 - A new Enhanced Infrastructure Financing District (EIFD) would capture a portion of the growth in general property taxes and dedicate the revenue toward the construction of the Project. This revenue, in conjunction with the OAD revenues could be pledged to the repayment of bonds, the proceeds of which could fund construction of the Project. SJAFCA commenced the

formation effort of the EIFD in May 2019 and is advancing this effort in coordination with the member agencies. It is expected that the EIFD will be in place prior to August 2021 and generating revenues by FY 2021/2022.

In addition to the above sources, SJAFCA expects that State Grant revenues of approximately \$3.8 million would be available from an existing UFRR Agreement with SJAFCA to advance the preliminary design and environmental review of the Manteca Dryland levee features common to the alternatives identified in the UFRR Study. These revenues have been included within the financing plan in addition to those revenues identified above.

Governance Approach to Funding & Implementation

To facilitate the funding and implementation of the Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The 2016 APR outlined the governance structure that existed at the time in the Mossdale Tract Area for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the Project.

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2020 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the remaining costs as of May 2019 for the RD 17 LRSP as summarized in **Table 2** below. **Table 2** shows the split of costs between the State and RD 17 and the percentage of remaining project costs based on the amount expended in the last 12 months.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by PBI and KSN for the Phase 4 Project as of December 2015 and the additional costs of Climate Change Adaptation as of December 2019. The cost estimates have been prepared after the completion of the ULDC Engineer's Report supporting the Adequate Progress Findings.

Sources & Uses

An updated financing plan prepared for the implementation of the remaining levee improvements is shown in **Table 4**. **Table 4** presents and sources and uses statement based on an updated cash flow reflective of the progress of the work over the past year. Additionally, **Table 4** shows the identified revenues that provide the basis for the conceptual financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP will continue to fund seepage remediation work until completion in 2022. This financing plan has been updated to reflect the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is now 60%/40% State versus Local Funding.
- The Cities, RD 17, and/or their developer partners, would continue to cash flow the design of the Phase 4 Project and the implementation of the contemplated funding mechanisms until the formation of the OAD and/or EIFD 2020 from either cash reserves or developer advances. The amount of cash flow provided would be net of any Regional DIF received. The total funding received including previously advanced funds is approximately to be \$6.4 million. All contributions from development

interests are creditable toward the Regional DIF based on the credit program adopted by the SJAFCA Board (reference **Appendix B**).

- Net revenues from RD 17's implementation of the LSRP, including retention releases and net RD 17 Assessment revenues after debt service, would be available to help fund Phase 4 Project expenses.
- SJAFCA establishes the following funding mechanisms:
 - A Regional DIF program collecting revenues in 2018.¹⁰
 - A new OAD in place to collect revenues in FY 2021/2022.
 - A new EIFD covering the properties directly benefiting from the project. The EIFD would have a base of FY 2020/2021 and start receiving revenues in FY 2021/2022.
 - A bond authorization to securitize both new OAD and EIFD revenues would take place in FY 2022/23. The proceeds from the bond authorization would be used to fund construction costs of the Phase 4 Project.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

In order to support the Adequate Progress Findings, as described in the 2016 APR, the LFMA must document that 90% of the required revenue scheduled to be received have been appropriated and are being expended. **Table 5** presents an updated detailed cash flow analysis showing how the planned expenditures are funded over time. This schedule is intended to be used by the LFMA to report annually to the CVFPB on the progress of the flood protection system. **Table 5** is supported by a series of tables (reflected in various appendices) that provide details regarding the expenditure and revenues schedule for the LSRP and SJAFCA's Phase 4 Project.

Government Code §65007(a) (2) (A) Compliance

It is important to note that because ULOP for the Mossdale Tract Area is being implemented in multiple stages, by multiple agencies, the financing plan identified for ULOP takes into consideration multiple funding sources. This approach was outlined in the 2016 APR and continues here. The following discussion breaks the funding sources apart by project and discusses compliance with Government Code §65007(a).

Within the 2019 Annual APR Update, the analysis associated with Government Code §65007(a)(2)(A) was updated. As noted above, **Table 5** presents the updated schedule of revenue and expense projections in order to demonstrate progress of the Project as it relates to the requirements of Government Code §65007(a)(2)(A). Because of permitting and funding delays related to the LSRP project, the estimates, including the overall costs and timing of expenses, as well as the schedule of revenues, was updated relative to the 2018 Annual APR Update.

Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified. These revenues included 1) State Funding from the EIP/UFRR Program and 2) RD 17 Mossdale Tract Assessment Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are schedule to be received by this year have either been appropriated by a granting agency (in this case

¹⁰ This action has been completed.

the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,¹¹ they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended an additional \$1.4 million on the LSRP since in 2019. Further, RD 17 is currently completing a total of \$4.5 million of planned work in 2020.

For the Phase 4 Project, because all of the identified funding is derived from local sources, there are no requirements of appropriations from the Federal or State governments. **Table 6** shows the cumulative scheduled revenues and the associated compliance check with Government Code §65007(a)(2)(A).

Table 7 provides the assumed expenditure schedule for the Phase 4 Project. It is expected that these tables will be refined over time as the planning and development of the Projects progress.

¹¹ Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017 Note A – Summary of Significant Accounting Policies (Page 13) – "Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees."

Table 2
Mossdale Tract: 2020 Adequate Progress Report
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs <i>as of December 2019</i>	Local [1] 40%	State [1] 60%
<u>LSRP - Project Remaining Costs</u>			
Phase 1 ROW Remaining Costs	171,290	68,516	102,774
Phase 2 ROW Remaining Costs	2,237,535	895,014	1,342,521
Phase 3 Remaining Costs	40,912,841	16,365,136	24,547,705
Total Remaining Cost	\$43,321,666	\$17,328,666	\$25,993,000
Remaining Costs as of APR (June 2019)	\$44,774,825		
Reduction in Remaining Costs [2]	\$1,453,159		
% of June 2019 Remaining Project Completed	3%		

Source: Kjeldsen Sinnock & Neudeck (Updated by LWA)

[1] Amounts are approximate. Local & State share for certain environmental related work is 50%

Table 3
Mossdale Tract: 2020 Adequate Progress Report
ULDC Project Engineer's Opinion of Probable Cost

Item	Base Project Total Costs (2016\$) [1]	Climate Change Total Costs (2019\$) [2]
Soft Costs		
Admin / Planning	4,988,000	3,035,355
Environmental / Permitting	3,118,000	1,896,962
Surveying / Engineering	7,482,000	4,552,733
Construction Management	7,481,000	4,552,253
Mitigation	1,870,000	1,138,393
Subtotal: Soft Costs	24,939,000	15,175,696
Construction	79,793,000	37,933,720
Right-of-Way Acquisition (existing deficiencies)	12,381,000	-
Right-of-Way Acquisition (new construction improvements)	3,900,000	3,477,584
Subtotal: Right of Way	16,281,000	3,477,584
Dryland Levee Extension Alternative:	16,368,000	-
Total Cost	\$137,381,000	\$56,587,000

Sources:

[1] KSN Technical Memorandum dated March 3, 2016 regarding Project Cities of Lathrop & Manteca ULDC Evaluation - Identify Necessary Improvements and Cost Estimate

[2] KSN Technical Memorandum dated December 12, 2019 regarding San Joaquin Area Flodo Control Agency Mossdale Tract Area ULDC Adjustment for Climate Change - Cost Estimate

Table 4
Mossdale Tract: 2020 Adequate Progress Report
ULOP Adequate Progress Sources & Uses Statement (through 2026)

Item	Total [1]	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,665,219	
LSRP - Phase II (including Parks)	\$ 10,711,802	
LSRP - Phase III [2]	\$ 59,452,856	
Subtotal: LSRP Expenditures	\$ 72,829,877	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 1,396,255	
Subtotal: ULOP Program Planning & Implementation	\$ 4,625,564	
<u>SJAFCA Project Expenditures</u>		
Soft Costs	\$ 49,381,489	
Construction Costs	\$ 143,483,768	
Right-of-Way	\$ 24,872,198	
Dryland Levee Extension	\$ 20,774,042	
Subtotal: SJAFCA Project Expenditures	\$ 238,511,497	
Total Project Uses	\$ 315,966,937	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 43,713,000	[2]
State UFRR Funding (Preliminary Design Only)	\$ 3,833,330	[3]
<i>Subtotal State Funding</i>	<i>\$ 47,546,330</i>	
<i>Local Funding Sources</i>		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 25,784,037	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 36,277,863	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 23,376,766)	[6]
<u>SJAFCA Project Funding</u>		
Developer Advances / City Funding	\$ 3,542,659	[7]
SJAFCA Overlay Assessment - ULDC	\$ 43,963,780	[8]
Development Fee Program	\$ 52,009,557	[9]
EIFD Revenues	\$ 17,012,531	[10]
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 152,700,000	[11]
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	(\$ 37,961,890)	[12]
<i>Subtotal Local Funding</i>	<i>\$ 269,951,772</i>	
Total Project Sources	\$ 317,498,102	
Total Project Sources less Uses	\$ 1,531,165	

Source: LWA

[1] Total Amounts between 2010 & 2026 including escalation.

[2] Assumed State Share of Funding for RD 17 LSRP

[3] Balance of UFRR Study Funding Agreement for Pre Design and Environmental Review.

[4] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis

[5] Bond Proceeds assumed to be available to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)

[6] Debt service for RD 17 PFA Financing during period of analysis.

[7] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.

[8] New overlay assessment revenues during period of implementation.

[9] Development Impact fee revenues collected during period of implementation.

[10] EIFD revenues collected during period of implementation.

[11] Assumed financing secured by Overlay Assessment and EIFD Revenues.

[12] Debt service for for the Hybrid EIFD and Assessment Financing during period of analysis.

Table 5
Massdale Tract: 2020 Adequate Progress Report
ULOP Levee Program Cash Flow and Financing Analysis

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
LSRP Beginning Balance							4,775,316	9,652,295	1,984,486					7,367,173	7,308,133	9,640,663	9,599,390
LSRP Expenditures																	
LSRP - Phase I	2,389,737	5,416	3,256	1,147	999	137,771	122,157										
LSRP - Phase II (Including Parks)	4,122,373	4,736	4,864,577	2,028,861	24,374	35,177											
LSRP - Phase III (2)	1,256,817	1,052,206	777,723	2,885,589	648,653	606,490	867,918	6,261,989	2,389,813	2,522,281	20,787,502	19,726,963	2,807,201				
Total LSRP Expenditures	7,772,927	1,269,596	1,739,232	4,921,597	674,025	779,438	990,075	6,261,989	2,389,813	2,522,281	20,787,502	19,726,963	2,807,201				
State Sources																	
State EIP Funding (State Share)	1,991,867	2,355,408	420,838	1,041,086						354,808	11,490,727	8,877,133	10,243,490				
State EIP Funding (Local Credit)	1,077,608	473,025	31,194	576,149						1,637,387	762,701						
Local Sources																	
RO 17 Assessment Net Revenues - LSRP	1,925,564	2,478,092	2,379,632	2,399,375	1,852,919	1,956,198	574,322	18,734	1,314,839	1,325,645	1,336,202	1,346,492	1,356,495	1,366,190	1,375,556	1,384,571	1,393,211
Total LSRP Revenues	69,497,037	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406	7,012,406
Preliminary Ending Balance LSRP Expenditures																	
RO 17 Bond Financing - 2009																	
Assumed Draws on Proceeds / Cash on Hand	2,041,119																
Debt Service	(1,659,399)	(1,259,453)	(1,262,675)	(1,257,794)	(1,192,120)	(1,128,474)											
RO 17 Bond Refunding - 2016																	
Net New Proceeds	6,531,206						6,531,206										
Combined Debt Service post refunding	(14,245,182)																
Ending Balance LSRP Expenditures	20,774,042	2,777,216	2,608,239	4,869,577	4,790,676	4,775,316	9,652,295	1,984,486	1,984,486	1,984,486	2,087,941	1,311,399	7,295,039	16,008,726	16,008,726	16,008,726	16,008,726
SIARCA Project Beginning Balance																	
SIARCA Project Expenditures																	
Pre-Project Expenditures (PB/NWA/ETC)	3,229,308																
Funding Program Implementation Costs	1,396,255																
Soft Costs	49,384,489																
Construction Costs	143,485,788																
Right-of-Way	24,872,198																
Dryland Levee Extension	20,774,042																
Total SIARCA Project Expenditures	243,137,060	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212
State Sources																	
State ULRK Funding (PED Only)	3,833,330																
State Funding (Future Bond)																	
Local Sources																	
SIARCA Overlay Assessment - ULDC	43,963,780																
Lathrop/Maintenance/Developer Advance Funding	3,342,659																
Development Fee Program	52,009,357																
Regional EFD TI Revenues	17,012,351																
Total SIARCA Project Revenues	120,361,858	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212	719,212

Table 5
 Mossdale Tract: 2020 Adequate Progress Report
 ULOP Levee Program Cash Flow and Financing Analysis

Year	2020	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Preliminary Ending Balance SIAFCA Project							119,179	2,394,444	2,394,444	2,087,941	1,311,399	7,295,039	(16,006,726)	(47,079,784)	(98,835,546)	(135,163,246)	(122,775,203)	
LEVEE PROGRAM - STARTING BALANCE																		
Net Cash Flow LSRP			2,777,476	2,608,239	4,869,577	4,790,676	4,775,316	9,652,295	2,103,665	2,294,444	2,087,941	1,311,399	7,295,039	97,058,447	58,501,350	48,651,120	728,201	
Net Cash Flow SIAFCA Project			(168,237)	2,261,338	(78,900)	(15,360)	4,876,579	(7,667,810)	(1,984,486)	(206,302)	(776,542)	(0)	7,367,173	(59,040)	2,332,530	(41,273)	(31,133)	
Program Financing							119,179	2,175,265	2,175,265	(206,302)	(776,542)	5,983,640	(23,303,765)	(31,071,058)	(51,755,762)	(36,327,700)	12,388,043	
Bridge Financing Costs (Developer Advances / Other) Proceeds																		
AD & EIFD Borrowing Proceeds													105,700,000	(7,426,999)	(7,426,999)	(11,553,946)	(11,553,946)	
Debt Service Costs																		
LEVEE PROGRAM - ENDING BALANCE			2,777,476	2,608,239	4,869,577	4,790,676	4,775,316	9,652,295	2,103,665	2,294,444	2,087,941	1,311,399	7,295,039	97,058,447	58,501,350	48,651,120	728,201	1,531,165

(1) Credit amounts shown for LSRP on Table C2
 (2) All remaining costs added Phase I and Phase II costs added to Phase III.
 (3) Amount needed to support project cashflows prior to 2017. Amount in 2017 is amount projected by RD 17. The amount is assumed to come from Bond Proceeds or Reserves available to support the LSRP.
 (4) Amount based on RD 17 refunding bond issuances.
 (5) Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterprise and Developer committed funding. Reference Table B7.
 (6) Actual and future assumed Development Impact Fee revenues based on projected absorption assumptions. To the extent that development absorption does not generate the needed development fee revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfalls in order to cover projected expenditures in a similar fashion as has been done in the past. Reference Note 6f.
 (7) Prior to 2020, the net cash flows of the LSRP RD 17 Project and the Fix-in-Place urban project are assumed to be required to independently cash flow the respective projects, however, after January 2021, it is assumed that the combined cashflows of the respective projects have the benefit of combined funding sources; therefore, the Levee Program Ending Balance is required to be positive in order to ensure that the Levee Program is able to cash flow program expenditures.

Table 6
Mossdale Tract: 2020 Adequate Progress Report
Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be			65007 (a) Check % Appropriated if Required
	Appropriated by June 2020 for each Identified Revenue Per 2020 APR	Appropriation Applicable (Y, N or N/A)	Note If Y - Details	
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 16,705,799	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
<i>Local Funding Sources</i>				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 17,561,522	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 10,194,814	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 4,270,914)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
State UFRR Funding (PED Only)	\$ 0	N/A	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771	N/A [4]
SJAFCA Overlay Assessment - ULDC	\$ 0	N/A	Future Source	N/A
Developer Advances / City Funding	\$ 3,542,659	N/A	Agreement / City Council Actions	N/A [5]
Development Fee Program	\$ 3,901,719	N/A	City Council Actions (Fee Programs)	N/A [6]
EIFD Revenues	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing(Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing(Debt Service Carry)	\$ 0	N/A	Future Source	N/A

Source: LWA, Reclamation District No. 17, EMMMA, the City of Lathrop.

[1] Based on information provided from RD 17. See Table C5 for RD 17 Annual Budgets / Financial Statement Information

[2] Reference Table C5 for supporting information on RD 17's budgets.

[3] Based on RD17 Financing Authority's December 2016 Bond Issuance Official Statement and information from RD 17, represents use of Bond Proceeds and or cash available to fund Capital Outlays.

[4] Based on the approved Agreement Amendment and updated budget per Amendment No. 1.

[5] Based on data provided by the City of Lathrop, SJAFCA and known contract that have been authorized by Council action.

[6] As reported by the City of Lathrop and SJAFCA.

Table 7
Mossdale Tract: 2019 Adequate Progress Report
Expenditure Schedule for the Phase 4 Project

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Soft Costs											
Admin / Planning	-	-	-	1,684,211	1,156,492	1,916,061	1,342,250	1,574,772	1,423,993	670,345	9,768,125
Environmental / Permitting	-	-	-	701,867	722,923	1,197,625	1,094,556	1,247,543	1,161,214	-	6,125,729
Surveying / Engineering	-	-	-	1,052,632	2,168,422	3,320,715	3,700,301	2,914,926	1,485,071	-	14,642,068
Construction Management	-	-	-	-	-	2,873,667	3,699,846	4,573,009	3,729,946	201,077	15,077,545
Mitigation	-	-	-	-	-	718,436	924,986	1,143,283	981,318	-	3,768,022
Subtotal Soft Costs	-	-	-	3,438,711	4,047,837	10,026,504	10,761,938	11,453,534	8,781,542	871,422	49,381,489
Construction											
Real Estate (Existing)	-	-	-	-	-	27,345,643	35,207,515	43,516,489	35,269,418	2,144,702	143,483,768
Real Estate (New)	-	-	-	-	-	-	-	5,227,960	5,384,799	5,546,343	16,159,102
Dryland Levee Extension	-	-	-	-	-	2,818,951	2,903,520	2,990,625	-	-	8,713,096
	-	-	-	-	-	2,195,862	2,261,738	8,037,656	8,278,786	-	20,774,042
Total Expenses	-	-	-	3,438,711	4,047,837	42,386,960	51,134,711	71,226,265	57,714,545	8,562,468	238,511,497

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Appendix C provides an updated expenditure schedule for the LSRP as well as the supporting analysis of the identified revenues for implementation with funds from the RD 17 Mossdale Tract Assessment and DWR’s EIP program. This analysis supports the net revenues identified in **Table 5** that are available to support the implementation of the Phase 4 Project after completion of the LSRP.

Development Fees & Advance Funding

Currently, SJAFCA, through a collection agreement with the Cities of Lathrop, Manteca, Stockton and San Joaquin County (reference **Appendix B**) is collecting fees as a condition of development within the Project’s benefit area. Currently, portions of the Mossdale Tract Area include planned development projects that lie within the 200-year Floodplain, and, as a result, within the Phase 4 Project benefit area. In order to mitigate the impact of development in the floodplain, a Regional DIF has been imposed to provide funding to ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

In order to ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies have entered into agreements with landowners to advance the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the “Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study” dated November 8, 2018. **Appendix B** shows the actual revenues received through April 2020 and a projection of the revenues to come from the Regional Fee Program overtime. This analysis considers the escalation in fee rates over time.

To continue to advance the Phase 4 Project the Land Use Agencies and developers will need to continue to provide upfront cash to fund the initial cash flow of the Project during the early formulation and planning phases. This funding is expected to support ongoing efforts until the approval of an Overlay Assessment and formation of an EIFD. This early funding is expected to be reimbursed (in the future) or, in the case of developer funding, creditable toward the DIF Program as described above.

New Special Assessment

Given the fact that a significant portion of the beneficiaries of the Phase 4 Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment. RD 17’s existing Mossdale Tract Assessment currently generates in excess of \$3.2 million per year with an average residential assessment of approximately \$96 per year. In order to test the feasibility of a new OAD,

a detailed analysis of the apportionment of special benefits for the Phase 4 Project was completed as part of the financial analyses associated with the Governance Analysis completed in late 2017 and has been updated as part of this 2020 Annual APR Update. The new OAD is assumed to have an expected average residential per parcel assessment of approximately \$250 in addition to the existing assessment. With this assumed average residential per parcel assessment and similar apportionment as the existing RD 17 Mossdale Tract Assessment, the overlay assessment is expected to generate an additional \$9.0 million per year. **Appendix D** provides the updated analysis technical memorandum and provides a supporting analysis for the overlay assessment revenues presented in **Table 5**.

The new OAD, once formed and in combination with the tax increment revenues from a new EIFD (described below), would provide the necessary annual revenues to both directly fund a portion of the design and planning of the project, and help service future debt that could be issued to provide the needed cash flow for the project.

Enhanced Infrastructure Financing District

The Land Use Agencies have the ability to initiate formation of an EIFD¹² which would allow for the use of Tax Increment Financing for the regional flood control improvements. The entities would form a new Public Financing Authority that would include members of the legislative bodies of the public agencies that form the district, plus at least two public members. The Public Financing Authority would prepare an Infrastructure Financing District Plan that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The Infrastructure Financing District Plan would also specify what taxing entities receiving a share of Property Tax Increment would be participating in the EIFD and how much of the increment each Taxing Entity would allocate to the Project as well as what other revenue sources would be used to fund the Project. In this case, the proposed OAD would be identified as an additional funding source.

EIFD Formation Procedure

In order to form the EIFD, each Taxing Entity participating must approve the Infrastructure Financing District Plan. As a note, school districts may not participate within the EIFD. In addition, a multiple noticed Public Hearings where protests can be made prior to the formation are required before the EIFD is fully created. A property or registered voter vote is no longer required to take place prior to the issuance of debt.¹³

EIFD / Special Benefit District Financing

Appendix E presents an updated analysis of the projected revenues to come from the proposed EIFD given certain stated assumptions regarding a future Infrastructure Financing Plan. In order to ensure sufficient revenues are available to finance the improvements, the Public Financing Authority created as part of the EIFD process would issue debt secured by a combination of Assessment District and Tax Increment Revenues. An updated analysis of the financing capacity of the proposed OAD and EIFD has been prepared and is also

¹² Specifically, the process would start with San Joaquin County.

¹³ On October 9, 2019, AB 116 was signed into law which removed the requirement of voter approval for an EIFD to issue debt, however the statute added the requirement that the Public Finance Authority conduct 3 public hearings.

included within **Appendix E. Figure 2** below illustrates the revenues, proposed bond issuances, and debt service associated with the assumed financing.

The updated Financing Plan assumes the following borrowings take place:

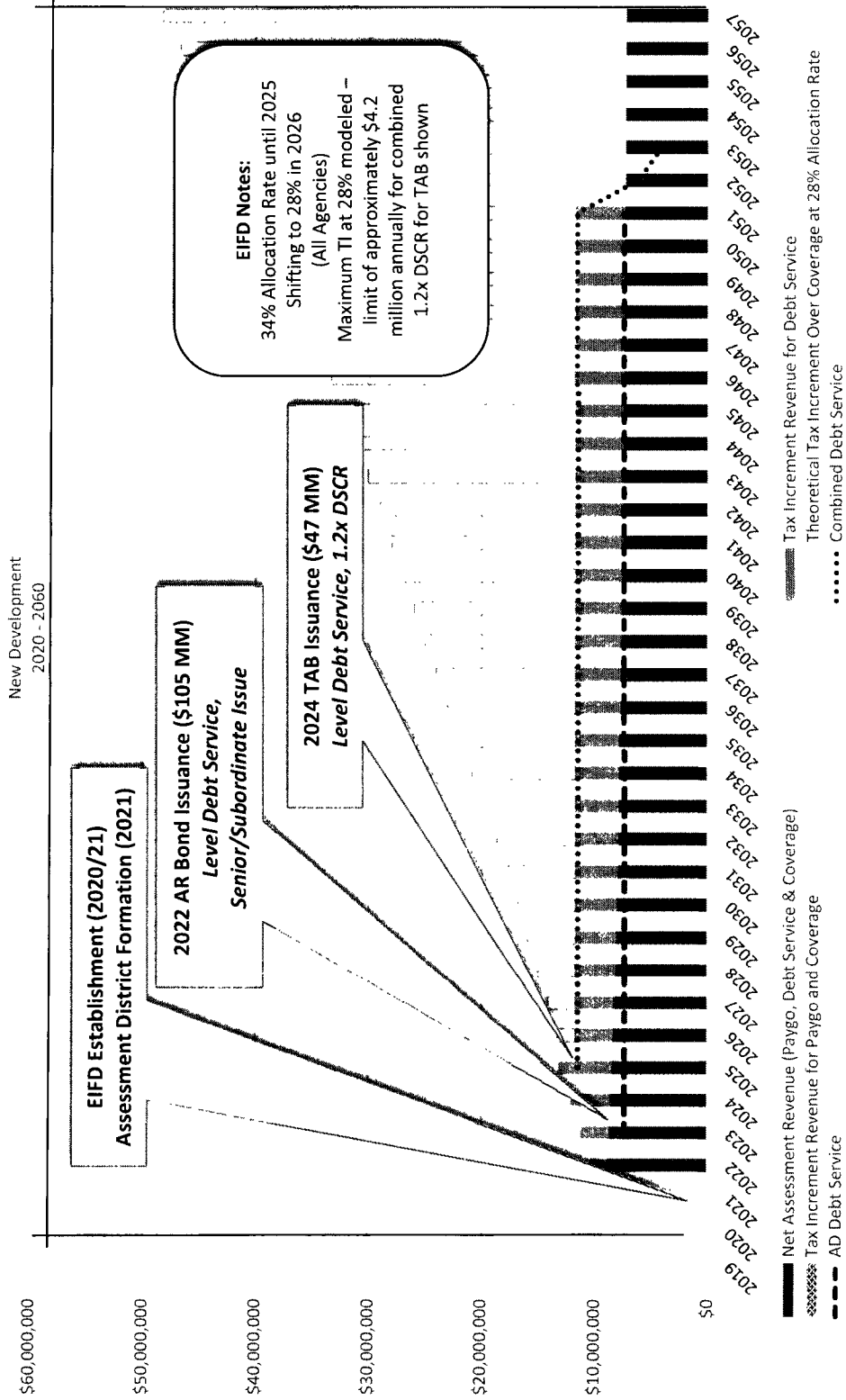
- A 2022 borrowing of senior and subordinate bonds yielding approximately \$105.0 million in proceeds (approximately \$119.0 Million Par) takes place. This borrowing would be secured by the proposed assessment district with one year of collection history and rate covenant of 1.1x Maximum Annual Debt Service on the senior bonds and the subordinate bonds utilizing the coverage to yield additional bond proceeds. The current financing plan assumes a 30-year issue with 4.5% and 8% interest rates and level debt services. The issue is sized for one year of capitalized interest and an estimated 70% of Maximum Annual Debt Service reserve fund.
- A 2024 borrowing yielding \$47 million in proceeds (approximately \$60.0 million Par) takes place. This borrowing would be secured by a pledge of Tax Increment from the EIFD as well as an assumption that debt service coverage could be met with a backup pledge of any net assessment revenues. The current financing plan assumes a 30-year issue with 5.5% interest rate and level debt service. The issues sized for two years of capitalized interest and 1x Maximum Annual Debt Service Reserve Fund.

The Financing Plan presented with this 2020 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in **Appendix E**, the updated EIFD revenue analysis has been prepared to present an initial starting property tax revenue allocation rate of 34 percent that shifts to 28 percent in 2025/26. This results in modeled capacity of approximately \$828 million through 2060. However, the Updated Financing plan need shown in **Table E17** (and demonstrated in **Figure 2**) is approximately \$102 million between 2025/26 and 2053/54.

The OAD would provide revenues sufficient to bridge the gap between available Tax Increment Revenues and the required debt service needed to provide coverage for the bonds. In addition, available net revenues from the OAD, after filling the gap for the required Tax Increment Financing, would be available and authorized to provide ongoing operations and maintenance for the improved levee system.

Figure 2: Combined Assessment Revenue & EIFD Tax Increment Financing Approach

**SJAFCA Mossdale Tract ULOP Project
 Combined Assessment Revenue & EIFD Tax Increment Financing
 (AD @ \$9.0 Million Starting Rate & EIFD @ 34% Starting Rate)**



Status and Schedule for Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration [1]	Status
MOU Principles		June 1, 2016	N/A	Completed
Prepare and Review ULOP Adequate Progress Report		June 1, 2016	N/A	Completed
Enter into MOU		June 30, 2016	N/A	Completed
Adopt ULOP Adequate Progress Findings		July 2, 2016	N/A	Completed
Develop Funding/Governance Evaluation Framework		March 2016	N/A	Completed
Prepare Financial & Governance Analysis Supporting Governance Entity & Financial Plan		September 2017	N/A	Completed
<i>Implement Governance Entity</i>				
Enter into JPA & (SJAFCA Reorganization)		December 2017	N/A	Completed
<i>Implement Funding Mechanisms</i>				
Interim Impact Fee		April 2017	N/A	Completed
Regional Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Overlay Assessment District	June 2018	April 2021	34 months	Preliminary Analysis Completed & Implementation Scoped & Consultants Engaged
EIFD Adoption and EIFD Formation	September 2018	June 2021	34 months	Analysis & Evaluation Scoped, Implementation Ongoing
<i>Implement Financing Entity / Mechanism</i>				
Issue Debt		2022 & 2024	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06: RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE

DECEMBER 12, 2019 TECHNICAL MEMORANDUM PREPARED BY KJELDTSEN SINNOCK NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE COST ESTIMATE

Reso 19-06	SJAFCA Resolution Adopting Policy re: Climate Change	A1
Tech Memo	Technical Memo Detailing Cost of Climate Change Adaptation Policy	A7

RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**



**RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN
STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN
LIGHT OF CLIMATE CHANGE**

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

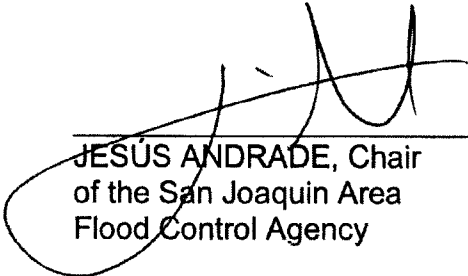
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

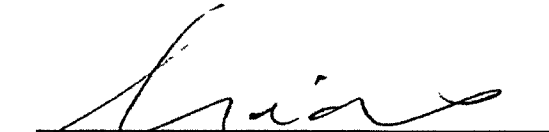
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.



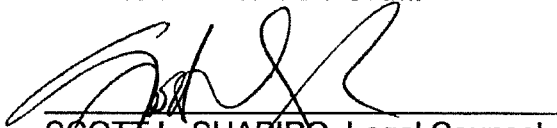
JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT “A”

San Joaquin Area Flood Control Agency Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as “stage”) is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

EXHIBIT “A”

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, “Safeguarding California: Reducing Climate Risk (2014)” at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document “2017 CVFPP Update – Climate Change Analysis Technical Memorandum.” The document also recommends further study:

- Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

EXHIBIT “A”

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the “2017 CVFPP Update – Scenario Technical Analyses Summary Report” which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR’s climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual “leveling out” of the effects.

SJAFCA’s policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT “A”

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

TECHNICAL MEMORANDUM

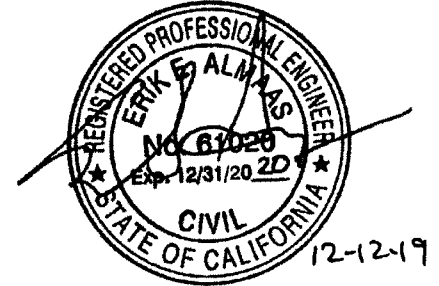
December 12, 2019

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Adjustments for Climate Change

Subject: Cost Estimate

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE



Introduction

Recently, detailed analyses have been performed and compared to the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGEO, Inc.

A new evaluation by PBI for potential climate change in accordance with San Joaquin Area Flood Control Agency (SJAFCA) policy has resulted in substantial elevated levels of the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Whereas the ULDC Engineer's Report determined that no freeboard deficiencies existed for present day DWSE conditions, that is no longer the case with the climate change scenario. The purpose of this technical memorandum is to prepare planning level cost estimates as needed to address any identified deficiencies resulting from an elevated DWSE from climate change.

Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 959+00. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed are shown below in Table 1.

Table 1 - Summary of Analyzed Levee Segments

Levee Segment	Station From	Station To	Segment Status
French Camp Slough	0+00	101+00	Existing
San Joaquin River	101+00	822+80	Existing
Walthall Slough / Dryland Levee	822+80	959+00	Existing
Dryland Levee Extension	959+00	1104+20	Proposed



Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Updated Freeboard Deficiency Analysis, Mosssdale Tract Area ULDC Adjustments for Climate Change, prepared by KSN in 2019
- Updated Seepage Analyses for Climate Change Scenario Water Surface Elevations, prepared by ENGEO in 2018

Assumptions

Assumptions that were made in the levee assessment are as follows:

Separate Ongoing Projects

Construction is currently underway on the RD17 Levee Seepage Repair Project, and planning is currently underway on the ULDC Levee Improvements Project. Both projects include the construction of seepage berms and necessary right-of-way acquisition. For the purposes of this climate change scenario analysis, it is assumed that all required work for these two project will be completed.

Deficiency Results

Each ULDC criteria is shown below in Table 2 and is denoted as to whether a particular criteria requires further improvements based on the climate change DWSE.

Table 2 - Necessary Improvements as per ULDC Criteria

ULDC Criteria	Additional Improvements Required
7.1 Design Water Surface Elevation	
7.2 Minimum Top of Levee	X ¹
7.3 Soil Sampling, Testing, and Logging	
7.4 Slope Stability for Intermittently Loaded Levees	X ²
7.5 Underseepage for Intermittently Loaded Levees	X ²
7.6 Frequently Loaded Levees	
7.7 Seismic Vulnerability	
7.8 Levee Geometry	X ¹
7.9 Interfaces and Transitions	
7.10 Erosion	
7.11 Right-of-Way	X ¹
7.12 Encroachments	X ¹
7.13 Penetrations	
7.14 Floodwalls, Retaining Walls, and Closure Structures	
7.15 Animal Burrows	
7.16 Levee Vegetation	
7.17 Wind Setup and Wave Runup	

¹ Required improvements as determined in Updated Freeboard Deficiency Analysis, Mosssdale Tract Area ULDC Adjustments for Climate Change, prepared by KSN in 2019.

² Required improvements as determined in Updated Seepage Analyses for Climate Change Scenario Water Surface Elevations, prepared by ENGEO in 2018.



ULDC Criteria Additional Improvements Required

- 7.18 Security
- 7.19 Sea Level Rise
- 7.20 Emergency Actions

Proposed Design

A summary of deficient levee reaches is shown below in Table 3. The deficient reaches are located at the upstream end of RD17, generally the RD17 levee upstream of Old River.

Table 3 – Summary of Deficient Reaches Needing Improvements

Project No.	Station From	Station To	Project Description
1	192+00	212+00	Widen Seepage Berm
2	312+30	339+00	Extend Cutoff Wall
3	703+00 781+00	741+30 799+50	Cutoff Wall
4	570+00	822+80	Levee Raise along San Joaquin River
5	822+80	959+00	Levee Raise along Walthall Slough / Dryland Levee
6	959+00	1104+20	Dryland Levee Extension (new levee)

The proposed design repairs for each of the six deficient reaches are described as follows:

Project 1

Project 1 consists of a reach along the San Joaquin River from Station 192+00 to Station 212+00. Prior ULDC design recommendations called for a seepage berm at this particular reach. The proposed preliminary design for Project 1 consists of widening the seepage berm an additional 30 feet.

Project 2

Project 2 consists of a reach along the San Joaquin River from Station 312+30 to Station 339+00. Prior ULDC design recommendations called for a seepage berm at this particular reach. The proposed preliminary design for Project 2 consists of extending the cutoff wall an additional 10 feet deeper.

Project 3

Project 3 consists of two reaches of the San Joaquin River from Station 703+00 to Station 741+30 and from Station 781+00 to Station 799+50. The proposed preliminary design for Project 3 consists of constructing a traditional cement/bentonite slurry cutoff wall. The work will take place within the existing levee prism; therefore, no new right-of-way acquisition is required.

Project 4

Project 4 consists of a reach along the San Joaquin River from Station 570+00 to Station 822+80. The proposed preliminary design for Project 4 involves primarily levee crown raising with some additional backslope work as needed. The majority of the levee reach includes existing or future seepage berms with related right-of-way; therefore, not a lot of new right-of-way acquisition is required. A floodwall is proposed in three locations in which it would be cost-prohibitive to construct an earthwork embankment due to the presence of major encroachments.



Project 5

Project 5 consists of the Walthall Slough / Dryland Levee from Station 822+80 to Station 959+00. The proposed preliminary design for Project 5 involves major levee raising with backslope work. The entire levee reach includes existing or future seepage berms with related right-of-way; therefore, no new right-of-way acquisition is required.

Project 6

Project 6 consists of the Dryland Levee Extension. This reach includes extending a new levee eastward from the existing Dryland Levee. The proposed preliminary design for Project 6 involves constructing a new levee prism with a 50-foot wide seepage berm. Since this reach is a brand new levee, major right-of-way acquisition is required for the full width and length of improvements.

Cost Estimate

The overall estimated cost to address levee deficiencies resulting from climate change is summarized below in Table 4.

Table 4 - Summary of Proposed Improvement Costs

Project No.	Project Name	Cost
1	Widen Seepage Berm	\$1,074,000
2	Extend Cutoff Wall	\$407,000
3	Cutoff Wall	\$9,197,000
4	Levee Raise along San Joaquin River	\$12,002,000
5	Levee Raise along Walthall Slough / Dryland Levee	\$7,414,000
6	Dryland Levee Extension (new levee)	\$26,493,000
Total:		\$56,587,000

A detailed breakdown of the improvement costs on a project-by-project basis is included in **EXHIBIT 1**.

San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Adjustments for Climate Change
Cost Estimate

EXHIBIT 1
Cost Estimate

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 1
 WIDEN SEEPAGE BERM
 STA 192+00 TO STA 212+00**

Construction

1.	Mobilization			10%	\$54,400
2.	Erosion Control			3%	\$16,300
3.	Clearing and Grubbing	1.4	AC	\$2,000	\$2,800
4.	Imported Engineered Fill	12,000	TN	\$15	\$180,000
5.	Drain Rock Material	8,900	TN	\$30	\$267,000
6.	Sand Filter Material	2,300	TN	\$25	\$57,500
7.	Filter Fabric	60,000	SF	\$0.50	\$30,000
10.	Hydroseeding	60,000	SF	\$0.10	\$6,000
Subtotal:					\$614,000

Management / Environmental / Engineering

1.	Administration			5%	\$30,700
2.	Planning			3%	\$18,500
3.	Environmental and Permitting			5%	\$30,700
4.	Geotechnical Engineering			2%	\$12,300
5.	Surveying and Civil Engineering			10%	\$61,400
6.	Construction Management and Inspection			12%	\$73,700
7.	Mitigation			3%	\$18,500
Subtotal:					\$245,800

Real Estate

1.	Land Valuation (Agricultural)	1.4	AC	\$25,000	\$35,000
2.	Easement Acquisition	0	EA	\$50,000	\$0
Subtotal:					\$35,000

SUBTOTAL:				\$894,800
CONTINGENCY (20%):				\$179,000
PROJECT TOTAL:				\$1,074,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 2
 EXTEND CUTOFF WALL
 STA 312+30 TO STA 339+00**

Construction

1.	Mobilization			10%	\$21,400
2.	Erosion Control			3%	\$6,500
3.	Cement-Bentonite Slurry Wall	26,700	SF	\$8	\$213,600
Subtotal:					\$241,500

Management / Environmental / Engineering

1.	Administration			5%	\$12,100
2.	Planning			3%	\$7,300
3.	Environmental and Permitting			5%	\$12,100
4.	Geotechnical Engineering			2%	\$4,900
5.	Surveying and Civil Engineering			10%	\$24,200
6.	Construction Management and Inspection			12%	\$29,000
7.	Mitigation			3%	\$7,300
Subtotal:					\$96,900

Real Estate

1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0
Subtotal:					\$0

SUBTOTAL:				\$338,400
CONTINGENCY (20%):				\$67,700
PROJECT TOTAL:				\$407,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 3
 CUTOFF WALL
 STA 703+00 TO STA 741+30 AND STA 781+00 TO 799+50**

Construction

1.	Mobilization			10%	\$484,500
2.	Erosion Control			3%	\$145,400
3.	Degrade Existing Levee (1/3 Height)	25,900	CY	\$10	\$259,000
4.	Cement-Bentonite Slurry Wall	454,400	SF	\$8	\$3,635,200
5.	Temporary Cap (Double Handle)	10,000	CY	\$10	\$100,000
6.	Imported Engineered Fill	55,900	TN	\$15	\$838,500
7.	Tracer Wire	5,700	LF	\$2	\$11,400
				Subtotal:	\$5,474,000

Management / Environmental / Engineering

1.	Administration			5%	\$273,700
2.	Planning			3%	\$164,300
3.	Environmental and Permitting			5%	\$273,700
4.	Geotechnical Engineering			2%	\$109,500
5.	Surveying and Civil Engineering			10%	\$547,400
6.	Construction Management and Inspection			12%	\$656,900
7.	Mitigation			3%	\$164,300
				Subtotal:	\$2,189,800

Real Estate

1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0
				Subtotal:	\$0

				SUBTOTAL:	\$7,663,800
				CONTINGENCY (20%):	\$1,532,800
				PROJECT TOTAL:	\$9,197,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 4
 LEVEE RAISE - SAN JOAQUIN RIVER
 STA 570+00 TO STA 822+80**

Construction

1.	Mobilization			3%	\$191,800
2.	Erosion Control			3%	\$191,800
3.	Clearing and Grubbing	43.6	AC	\$2,000	\$87,200
4.	Imported Engineered Fill	339,700	TN	\$15	\$5,095,500
5.	Floodwall (3' tall)	2,400	LF	\$125	\$300,000
6.	Class 2 Aggregate Base	18,800	TN	\$25	\$470,000
7.	Encroachment Modification	3	EA	\$100,000	\$300,000
8.	Hydroseeding	1,390,400	SF	\$0.10	\$139,100
				Subtotal:	\$6,775,400

Management / Environmental / Engineering

1.	Administration			5%	\$338,800
2.	Planning			3%	\$203,300
3.	Environmental and Permitting			5%	\$338,800
4.	Geotechnical Engineering			2%	\$135,600
5.	Surveying and Civil Engineering			10%	\$677,600
6.	Construction Management and Inspection			12%	\$813,100
7.	Mitigation			3%	\$203,300
				Subtotal:	\$2,710,500

Real Estate

1.	Land Valuation (Agricultural)	8.6	AC	\$25,000	\$215,300
2.	Easement Acquisition	6	EA	\$50,000	\$300,000
				Subtotal:	\$515,300

				SUBTOTAL:	\$10,001,200
				CONTINGENCY (20%):	\$2,000,300
				PROJECT TOTAL:	\$12,002,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 5
 LEVEE RAISE - WALTHALL SLOUGH / DRYLAND LEVEE
 STA 822+80 TO STA 959+00**

Construction

1.	Mobilization			3%	\$124,900
2.	Erosion Control			3%	\$124,900
3.	Traffic Control	1	LS	\$50,000	\$50,000
4.	AC Pavement Repairs	20,000	SF	\$10	\$200,000
5.	Clearing and Grubbing	23.5	AC	\$2,000	\$47,000
6.	Imported Engineered Fill	229,200	TN	\$15	\$3,438,000
7.	Class 2 Aggregate Base	10,100	TN	\$25	\$252,500
8.	Encroachment Modification	1	EA	\$100,000	\$100,000
9.	Hydroseeding	749,100	SF	\$0.10	\$75,000
				Subtotal:	\$4,412,300

Management / Environmental / Engineering

1.	Administration			5%	\$220,700
2.	Planning			3%	\$132,400
3.	Environmental and Permitting			5%	\$220,700
4.	Geotechnical Engineering			2%	\$88,300
5.	Surveying and Civil Engineering			10%	\$441,300
6.	Construction Management and Inspection			12%	\$529,500
7.	Mitigation			3%	\$132,400
				Subtotal:	\$1,765,300

Real Estate

1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0
				Subtotal:	\$0

				SUBTOTAL:	\$6,177,600
				CONTINGENCY (20%):	\$1,235,600
				PROJECT TOTAL:	\$7,414,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE
 SAN JOAQUIN COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Price	Total
------	-------------	-----	------	------------	-------

**PROJECT 6
 NEW LEVEE - DRYLAND LEVEE EXTENSION
 STA 959+00 TO STA 1104+20**

Construction

1.	Mobilization			3%	\$398,900
2.	Erosion Control			3%	\$398,900
3.	Demolish Structure	2	EA	\$50,000	\$100,000
4.	Traffic Control	1	LS	\$100,000	\$100,000
5.	AC Pavement Repairs	60,000	SF	\$10	\$600,000
6.	Clearing and Grubbing	61.9	AC	\$5,000	\$309,500
7.	Imported Engineered Fill	590,200	TN	\$15	\$8,853,000
8.	Drain Rock Material	68,900	TN	\$30	\$2,067,000
9.	Sand Filter Material	17,300	TN	\$20	\$346,000
10.	Filter Fabric	465,000	SF	\$0.50	\$232,500
11.	Class 2 Aggregate Base	6,900	TN	\$25	\$172,500
12.	Encroachment Modification	3	EA	\$100,000	\$300,000
13.	Relocate Ditch	9,300	LF	\$10	\$93,000
14.	Hydroseeding	1,209,000	SF	\$0.10	\$120,900
				Subtotal:	\$14,092,200

Management / Environmental / Engineering

1.	Administration			5%	\$704,700
2.	Planning			3%	\$422,800
3.	Environmental and Permitting			5%	\$704,700
4.	Geotechnical Engineering			2%	\$281,900
5.	Surveying and Civil Engineering			10%	\$1,409,300
6.	Construction Management and Inspection			12%	\$1,691,100
7.	Mitigation			3%	\$422,800
				Subtotal:	\$5,637,300

Real Estate

1.	Land Valuation (Agricultural)	61.9	AC	\$25,000	\$1,547,500
2.	Easement Acquisition	16	EA	\$50,000	\$800,000
				Subtotal:	\$2,347,500

				SUBTOTAL:	\$22,077,000
				CONTINGENCY (20%):	\$4,415,400
				PROJECT TOTAL:	\$26,493,000

APPENDIX B:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 18-21:
ADOPTING THE MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD
PROTECTION DEVELOPMENT IMPACT FEE AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO EXECUTE A COLLECTION AGREEMENT (*EXCLUDING THE FINAL
NEXUS STUDY*)**

**EXECUTED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD
CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
PROTECTION DEVELOPMENT IMPACT FEE**

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-15:
RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN
SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO
AGENCY COUNSEL REVIEW AND APPROVAL.**

**DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES
(WITH EXECUTED SIGNATURES AVAILABLE AS OF 6-14-2016)**

Reso 18-21 SJAFCA Resolution Adopting Regional Impact Fee Program B1

Agmt Collection Agreement for Regional Impact Fee B4

Reso 19-15 SJAFCA Resolution Approving Crediting Program..... B18

Table B1 Development Fee Summary B30

Table B2 Total Development Impact Fee Revenue Estimate B31

Table B3 Development Impact Fee Revenue Estimate - Single Family B32

Table B4 Development Impact Fee Revenue Estimate – Multifamily B33

Table B5 Development Impact Fee Revenue Estimate – Commercial B34

Table B6 Development Impact Fee Revenue Estimate – Industrial B35

Table B7 Creditable Pre-Project Expenditures B36

RESOLUTION NO. SJAFCA 18-21

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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

WHEREAS, in January of 2018 the City of Stockton (Stockton), the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWCD"), the City of Lathrop (Lathrop), and the City of Manteca (Manteca) executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, after giving notice pursuant to California Government Code Section 6062a, a public hearing was held pursuant to California Government Code Section 66018 on November 8, 2018 at the regularly scheduled meeting of the Board of Directors of the Agency (the "Board");

WHEREAS, at such hearing, Agency staff presented the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") regarding the imposition of a Development Impact Fee pursuant to the Mitigation Fee Act on new development within certain boundaries. The Nexus Study (attached hereto as Exhibit 1) was prepared and the Development Impact Fee is proposed to be imposed for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area; and

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

5. The Development Fee will be collected by the Land Use Agencies in accordance with an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form presented to the Board at the November 8, 2018 meeting.

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

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

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

- Such other purposes as may be permitted by law.

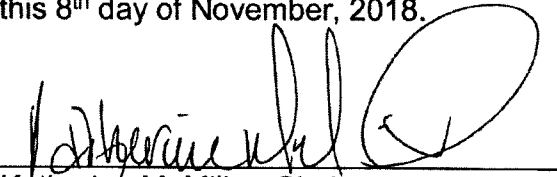
8. The Board shall periodically review actual DIF Project costs and DIF collections to determine if any modifications to the development fee program are warranted based on the following conditions:

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

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

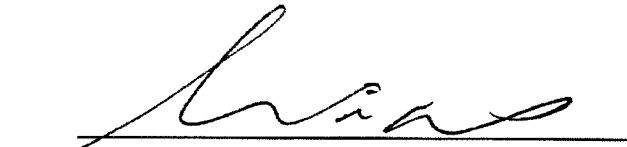
9. Adoption of the DIF is not a "project" under the California Environmental Quality Act because it is a funding mechanism having no physical effect on the environment.

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



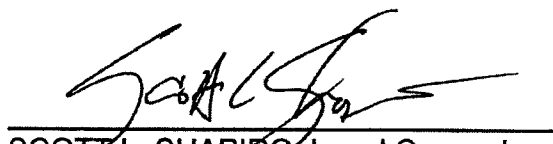
Katherine M. Miller, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AGREEMENT FOR COLLECTION OF
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee (“Agreement”) is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as “Lathrop;” and
- d. City of Manteca, hereinafter referred to as “Manteca.”

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, County, the San Joaquin County Flood Control and Water Conservation District (“SJCFCWCD”), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement (“JEPA”) to reform the San Joaquin Area Flood Control Agency (“Agency”) with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the “Program”).

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees

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-_____ Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF Resolution"), which is attached hereto as Exhibit A and incorporated herein by this reference, for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA has called for the preparation of the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study (“Nexus Study”) which is attached as Exhibit 1 to the DIF Resolution, that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee (“DIF”) and sets forth the required findings required by Government Code Section 66000 et. seq.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Exhibit 1 to the DIF Resolution (Figure 1 in the Nexus Study), that is within each of the Land Use Agency’s land use authority, collect and transmit to SJAFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing January 8, 2019, the Land Use Agencies shall collect the DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area (as shown in Exhibit 1 to the DIF Resolution). The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall establish a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies following any adjustments made by SJAFCA to the DIF. The Land Use Agencies shall commence collection of the adjusted DIF sixty (60) calendar days following such notification.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to this Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construct a portion of the Program; or,

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

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use

Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Indemnification.

a. Except as provided in Section 10.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

11. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFCWCD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop

ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: Lisa Blackmon, City Clerk
1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

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

13. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

14. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

15. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

16. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

17. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

18. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

20. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

21. Interpretation. For purposes of this Agreement, references to “he” shall mean and include “she,” references to “him” shall mean and include “her,” and references to “his” shall mean and include “hers.”

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

CITY OF STOCKTON,
a municipal Corporation

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

By:
Title:

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

ATTEST: _____
Clerk of the City of Stockton

By: MIMI DUZENSKI
Title: Clerk

By:
Title:

RECOMMENDED FOR APPROVAL:

CITY OF LATHROP,
a municipal Corporation

By: KRIS BALAJI
Title: Director of Public Works

By:
Title:

APPROVED AS TO FORM

ATTEST:
Clerk of the City of Lathrop

By: LAWRENCE P. MEYERS
Title: Deputy County Counsel

By:
Title:

SAN JOAQUIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

APPROVED AS TO FORM:
_____, City Attorney

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

Title:

ATTEST
Clerk of the Board of Supervisors of the
San Joaquin County Flood Control and
Water Conservation District

CITY OF MANTECA,
a municipal Corporation

By: MIMI DUZENSKI
Title: Clerk

By:
Title:

ATTEST: _____
Clerk of the City of Lathrop

APPROVED AS TO FORM:
_____, City Attorney

By:
Title:

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:
Agency Counsel

By: CHRIS ELIAS
Title: Executive Director

By: Scott L. Shapiro

EXHIBIT A
DIF Resolution
(To be inserted once approved)

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION
LEEVE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES

UNDERLYING ASSUMPTIONS

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

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFC) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFC.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFC's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFC Resolution ___-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- “Remaining Credit Acreage” will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- “Total Remaining Acres” to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project **not** able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

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

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer’s actual construction cost (“Constructed Facilities Funding Credit”). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the “Use of Advance Funding Credit” described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project’s Levee Impact Fee Obligation

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

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

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

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

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

RESOLUTION NO. SJAFCA 19-15
SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN
SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO
AGENCY COUNSEL REVIEW AND APPROVAL**

WHEREAS, the Board of Directors (the "Board of Directors") of the San Joaquin Area Flood Control Agency (the "Agency") on November 8, 2018 pursuant to Government Code Section 66000 et. seq. has made the required findings and adopted Resolution 18-21 establishing the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee program ("the Fee"); and,

WHEREAS, the Agency has approved and executed the Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee with the Cities of Stockton, Lathrop, Manteca and San Joaquin County ("Collection Agreement"); and,

WHEREAS, the Fee and Collection Agreement contemplate a Fee Crediting Program in the event a developer has advanced funded its fee obligation or constructed facilities creditable toward the fee obligation; and,

WHEREAS, the Fee Crediting Program requires that in order for a developer to receive credit toward the Fee for prior advance funding or the construction of facilities the developer must enter in an agreement that specifies the terms of fee crediting.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. The Board of Directors hereby approves the form of Fee Credit Agreement for Developer Contribution toward the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee attached as Exhibit "A" and incorporated by this reference; and,

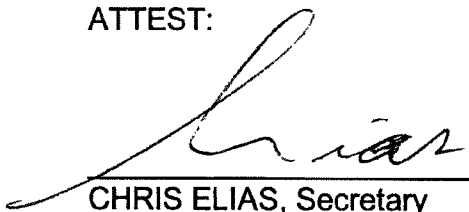
2. Executive Director is authorized to finalize and execute Fee Credit Agreement(s) with developers that are in substantial conformance to the form of agreement attached as Attachment "1" subject to the review and approval by Agency Counsel.

PASSED, APPROVED AND ADOPTED this 28th day of March 2019.




JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



~~SCOTT L. SHAPIRO~~, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Kathryn L. Dehlschlager

ATTACHMENT A

[SJAFCA STANDARD FORM]

FEE CREDIT AGREEMENT FOR DEVELOPER CONTRIBUTION TOWARD THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Fee Credit Agreement (“Agreement”) is made and entered into on _____ by and among the San Joaquin Area Flood Control Agency (“SJAFCA”), the _____ (“Developer”), and the City of _____ (“Land Use Agency”). A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District (“SJCFWCD”), and the cities of Stockton, Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement (“JEPA”) to reform the San Joaquin Area Flood Control Agency (“Agency”) with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the “Program”).

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, “the Land Use Agencies”).

WHEREAS, SJAFCA has exercised this authority by approving Resolution 18-21 Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban

Level of Flood Protection Development Impact Fee ("DIF Resolution"), for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA has prepared the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF") and sets forth the required findings pursuant to Government Code Section 66000 et. seq. and approved the Nexus Study and adopted the DIF.

WHEREAS, SJAFCA and the Land Use Agencies have executed an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Collection Agreement") that provides that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area collect and transmit to SJAFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, prior to the development of SJAFCA's DIF, some developers advanced funds to the Land Use Agencies in furtherance of the Program, and in the future other developers may advance moneys in furtherance of the Program, and in both of these cases clarity is needed as to how to credit these funds to the eventual obligations of the developers to pay the DIF prior to building permits being issued.

WHEREAS, certain developers may be willing to perform work in kind in support of the Program (such as planning, design, construction, or dedication of lands) in lieu of paying some or all of the DIF, and in some cases SJAFCA may determine that such work in kind is advantageous to the Program and may consent to the developer performing such work, but clarity is needed as to how to credit the work in kind toward the eventual obligation of the developer to pay the DIF prior to building permits being issued.

WHEREAS, the purpose of this Agreement is to provide clarity as to how to credit advanced funds or work in kind to the eventual obligation of a developer to pay the DIF prior to building permits being issued.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

[OPTIONAL PROVISION FOR ADVANCE PAYMENTS]

2. Credit & Reimbursement Study. In cooperation with the Land Use Agencies that have received advanced funds, SJAFCA has prepared a Credit and Reimbursement Study (include as Exhibit A) that documents the total amount of payments received by the Land Use Agencies as advances on future DIF obligations ("Prior Advance Funding Credit"). SJAFCA has committed to supplementing the Study when and if further advanced payments are made to document those payments. For any advance payments made, the Study also identifies the project or projects to which the advance payments should be applied. In preparing the Study (or any supplement) SJAFCA also consulted with the developer to ensure that information in the Study was correct. Developer hereby agrees that the Study is correct as to the amount of the Developer's Prior Advance Funding Credit and the project or projects to which the advance payment should be applied.

[OPTIONAL PROVISION FOR IN-KIND WORK]

3. Credit for In Kind Work.

a. Developer has approached SJAFCA and proposed to provide in-kind services, as reflected on Exhibit B, in furtherance of the Program and consistent with the ULOP. SJAFCA has evaluated the proposal as reflected on Exhibit B and confirmed that the proposed in-kind services are in furtherance of the Program, are

consistent with the ULOP, and are desired by SJAFCA for performance by the Developer.

b. Upon completion and acceptance of the in-kind work, as determined in this Section 3, Developer shall accrue a credit toward the DIF in an amount not to exceed \$_____¹. Upon completion and acceptance of the in-kind work, SJAFCA will determine the final credit amount, which SJAFCA will determine based upon the Developer's actual costs for the in-kind work, but which amount may not exceed the amount in the previous sentence. The final determined amount shall be referred to as the "Constructed Facilities Funding Credit."

c. Developer agrees to perform the in-kind work as described in Exhibit B. Developer shall ensure that the in-kind work is being performed consistent with all obligations reflected in Exhibit B, including but not limited to the approved plans, specifications, permitting, and permissions, including approval by or conditions imposed by Reclamation District 17. Developer understands that RD 17 may elect to require security bonds, performance bonds, insurance, or indemnities associated with the work to be performed. To the extent that Exhibit B requires the dedication of lands, rights of way, or facilitates, the in-kind work will not be deemed complete until such dedications are final.

d. Developer understands that SJAFCA is pursuing the Program under a strict timeline and is relying upon Developer to complete its work in kind consistent with the schedule contained in Exhibit B. In the event that Developer is not able to comply with the schedule contained in Exhibit B, SJAFCA shall have the sole and absolute discretion to recapture the work in kind intended to be performed Developer. In such case, SJAFCA shall provide Constructed Facilities Funding Credits only for the work which is of value to SJAFCA.

e. Developer agrees that SJAFCA, and its agents, shall have access at all reasonable times to inspect the in-kind work, and that the work will not be deemed

¹ This should be the amount developed by SJAFCA's team as part of the engineer's estimate.

complete until such time as SJAFCA or any other entity selected by SJAFCA performs a final inspection of the work and concludes that the work was performed consistent with Exhibit B.

4. Use of [Prior Advance Funding Credit][and/or Constructed Facilities Funding Credit].

a. As a result of the Developer accruing [Constructed Facilities Funding Credits and/or] [Prior Advance Funding Credits], Developer has accrued credits toward the DIF in the amount of \$_____.² Developer shall be permitted to apply this accrued credit to the DIF on a proportionate basis as the Developer's project or projects are/is developed. The basis for the proportionality will be the ratio of Remaining Credit to Total Remaining Acres to be developed as provided in this Section 4.

b. Definitions:

- i. "Remaining Credit" is defined as the credit identified in Section 4.a above.
- ii. "Total Remaining Acres" is defined as the acres to be developed which are the difference between the Developer's total developable GDAs as identified in the Credit and Reimbursement Study and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

c. As the Developer applies for building permits and the DIF becomes due, the Developer may fund a portion of the DIF based on the relative proportionality between the Total Remaining Acres and the Remaining Credit, as calculated by the Land Use Agency. Nothing in this Agreement is intended to preclude the deferral of the DIF by the Land Use Agency consistent with any adopted fee deferral program by the Land Use agency. The DIF rate is based upon Initial Fee Rates in

² This should be the total amount from the two categories. If the developer used any of the credits already, that will need to be addressed here. If so, we need to subtract that amount.

November 8, 2018 Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution 18-21 on November 8, 2018.

5. Excess Credit. If the Remaining Credit accrued by the Developer is greater than the DIF applicable to the Total Remaining Acres in Developer's project or projects, the Developer may elect from the following: (i) Developer may elect to pursue an additional project or project within the Program Area to increase the Total Remaining Acres across which the Remaining Credit may be applied, or (ii) Developer may apply for a refund from SJAFCA. SJAFCA shall not be required to provide such a refund until such time as SJAFCA, in its sole and absolute discretion, determines that SJAFCA has excess funds collected from the DIF to complete the Program.

6. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For Land Use Agency

[Fill In]

For Developer

[Fill In]

For SJAFCA

[Fill In]

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

7. Term. This Agreement shall be effective once executed by all Parties and shall remain in effect until all accrued credits have been applied or reimbursements have been received.

8. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless

made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

9. Governing Laws And Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

10. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

11. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

12. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the application of credit to the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

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

15. Interpretation. For purposes of this Agreement, references to “he” shall mean and include “she,” references to “him” shall mean and include “her,” and references to “his” shall mean and include “hers.”

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

[Signature block]

[TO BE INSERTED FOR ADVANCE FUNDING CREDIT]

EXHIBIT A

MOSSDALE TRACT ACRE REGIONAL URBAN LEVEL OF FLOOD PROTECTION

ADVANCE FUNDING CREDIT AND REIMBRUSEMENT STUDY

Draft of 3/19/19

[TO BE INSERTED FOR CONSTRUCTION OF FACILITIES FOR IN-KIND CREDIT]

EXHIBIT B

SCOPE OF SERVICES, BUDGET ESTIMATE AND APPLICABLE TERMS FOR IN-KIND
CONSTRUCTION OF CREDITABLE FACILITIES

**Table B1
 Mossdale Tract: 2020 Adequate Progress Report
 Updated Regional Development Fee Revenue Analysis
 Initial Starting Development Fee Rate Summary**

Land Use	Fee Rate Summary					
	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	Units / 1,000 Building Sq Ft Per Acre	Fee Rate per Unit / 1,000 Building Sq Ft	
Reference	[1]	3%				[2]
Single-Family	\$18,132	\$561	\$18,692	6.13		\$3,049
Multifamily	\$16,510	\$511	\$17,021	19.19		\$887
Commercial	\$17,171	\$531	\$17,702	12.76		\$1,387
Industrial	\$14,287	\$442	\$14,729	13.76		\$1,071

[1] Regional Development Impact Fee Rates for FY 18/19.
 [2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.
 [3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B2
Mossdale Tract: 2020 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Year	Revenue by Land Use				Total Fee Revenue [1]
	Single Family	Multifamily	Commercial	Industrial	
	Table B3	Table B4	Table B5	Table B6	
2016	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2017	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2018 [2]	N/A	N/A	N/A	N/A	\$ 2,152,177
2019 [3]	N/A	N/A	N/A	N/A	\$ 657,401
2020	\$ 540,834	\$ 264,057	\$ 398,133	\$ 742,901	\$ 1,945,925
2021	\$ 695,609	\$ 460,549	\$ 2,560,912	\$ 3,439,409	\$ 7,156,479
2022	\$ 1,244,952	\$ 699,737	\$ 2,930,303	\$ 3,735,289	\$ 8,610,281
2023	\$ 910,910	\$ 407,691	\$ 3,676,487	\$ 3,613,547	\$ 8,608,635
2024	\$ 542,233	\$ 415,845	\$ 3,065,663	\$ 3,117,141	\$ 7,140,882
2025	\$ 1,018,684	\$ 465,064	\$ 3,382,613	\$ 3,154,550	\$ 8,020,911
2026	\$ 1,246,955	\$ 401,576	\$ 3,522,737	\$ 2,426,419	\$ 7,597,687
2027	\$ 1,294,807	\$ 409,608	\$ 3,033,853	\$ 1,874,325	\$ 6,612,593
2028	\$ 1,104,187	\$ 417,800	\$ 3,046,463	\$ 1,781,821	\$ 6,350,271
2029	\$ 1,221,176	\$ 425,624	\$ 2,511,123	\$ 1,246,478	\$ 5,404,401
2030	\$ 1,059,792	\$ 320,317	\$ 2,039,808	\$ 1,149,361	\$ 4,569,279
2031	\$ 811,443	\$ 291,250	\$ 1,864,667	\$ 1,116,926	\$ 4,084,285
2032	\$ 898,315	\$ 297,075	\$ 1,878,454	\$ 1,214,300	\$ 4,288,143
2033	\$ 1,011,950	\$ 303,016	\$ 2,537,099	\$ 2,044,233	\$ 5,896,299
2034	\$ 1,031,693	\$ 309,076	\$ 2,587,112	\$ 2,030,921	\$ 5,958,802
2035	\$ 864,655	\$ 315,904	\$ 2,256,982	\$ 2,000,292	\$ 5,437,834
2036	\$ 881,948	\$ 231,469	\$ 2,002,962	\$ 2,040,909	\$ 5,157,288
2037	\$ 785,756	\$ 236,098	\$ 1,713,548	\$ 1,608,262	\$ 4,343,664
2038	\$ 543,183	\$ 240,820	\$ 977,925	\$ 855,190	\$ 2,617,119
2039	\$ 508,813	\$ 245,637	\$ 997,484	\$ 835,937	\$ 2,587,871
2040	\$ 439,016	\$ 250,549	\$ 1,118,594	\$ 580,380	\$ 2,388,539
2041	\$ 0	\$ 255,560	\$ 1,140,966	\$ 612,867	\$ 2,009,393
2042	\$ 0	\$ 260,672	\$ 1,163,785	\$ 625,124	\$ 2,049,581
2043	\$ 0	\$ 265,885	\$ 1,205,609	\$ 636,691	\$ 2,108,185
2044	\$ 0	\$ 271,203	\$ 1,101,303	\$ 168,361	\$ 1,540,866
2045	\$ 0	\$ 276,627	\$ 1,123,329	\$ 171,728	\$ 1,571,683
2046	\$ 0	\$ 282,159	\$ 1,145,795	\$ 175,162	\$ 1,603,117
2047	\$ 0	\$ 287,803	\$ 1,114,565	\$ 178,666	\$ 1,581,033
2048	\$ 0	\$ 293,559	\$ 1,073,559	\$ 182,239	\$ 1,549,357
2049	\$ 0	\$ 299,430	\$ 1,095,031	\$ 185,884	\$ 1,580,344
2050	\$ 0	\$ 305,418	\$ 1,116,931	\$ 189,601	\$ 1,611,951
2051	\$ 0	\$ 318,080	\$ 1,139,270	\$ 173,613	\$ 1,630,963
2052	\$ 0	\$ 243,485	\$ 1,162,055	\$ 107,028	\$ 1,512,568
2053	\$ 0	\$ 248,354	\$ 1,185,296	\$ 109,169	\$ 1,542,819
2054	\$ 0	\$ 253,322	\$ 1,209,002	\$ 111,352	\$ 1,573,676
2055	\$ 0	\$ 258,388	\$ 1,233,182	\$ 99,611	\$ 1,591,182
2056	\$ 0	\$ 263,556	\$ 1,275,950	\$ 0	\$ 1,539,506
2057	\$ 0	\$ 268,827	\$ 1,212,178	\$ 0	\$ 1,481,005
2058	\$ 0	\$ 274,203	\$ 1,236,422	\$ 0	\$ 1,510,625
2059	\$ 0	\$ 279,687	\$ 1,261,150	\$ 0	\$ 1,540,838
2060	\$ 0	\$ 278,660	\$ 1,383,805	\$ 0	\$ 1,662,465
Total	\$ 18,656,910	\$ 12,893,640	\$ 71,682,109	\$ 44,335,687	\$ 150,377,924

[1] Total projected fee revenue assumes a 2% escalation in the ENR Index.

[2] Total cumulative revenues received through May 2019. Amounts include interest for the program.

[3] Represents revenues received from June 2019 to April 2020. Amounts include interest for the program.

Table B3
Mossdale Tract: 2020 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Year	Single Family Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
	<i>Table E13</i>	<i>Table E7</i>	<i>Table E10</i>	<i>Table E16</i>		<i>Table B1</i>
				<i>Initial Fee Rate/Acre</i>		<i>\$ 18,132</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	23.0	0.0	5.7	28.7	\$ 540,834
2021	0.0	23.0	7.5	5.7	36.2	\$ 695,609
2022	0.0	50.4	7.5	5.7	63.6	\$ 1,244,952
2023	0.0	45.6	0.0	0.0	45.6	\$ 910,910
2024	0.0	26.6	0.0	0.0	26.6	\$ 542,233
2025	0.0	49.0	0.0	0.0	49.0	\$ 1,018,684
2026	8.2	43.2	7.5	0.0	58.8	\$ 1,246,955
2027	8.2	44.2	7.5	0.0	59.9	\$ 1,294,807
2028	8.2	41.9	0.0	0.0	50.1	\$ 1,104,187
2029	8.2	46.1	0.0	0.0	54.3	\$ 1,221,176
2030	10.0	36.2	0.0	0.0	46.2	\$ 1,059,792
2031	1.9	32.8	0.0	0.0	34.7	\$ 811,443
2032	1.9	31.7	4.0	0.0	37.6	\$ 898,315
2033	0.0	31.7	4.0	5.9	41.6	\$ 1,011,950
2034	0.0	31.7	4.0	5.9	41.6	\$ 1,031,693
2035	0.0	24.3	4.0	5.9	34.1	\$ 864,655
2036	0.0	24.3	4.0	5.9	34.1	\$ 881,948
2037	0.0	20.0	4.0	5.9	29.8	\$ 785,756
2038	0.0	18.6	1.7	0.0	20.2	\$ 543,183
2039	0.0	18.6	0.0	0.0	18.6	\$ 508,813
2040	0.0	15.7	0.0	0.0	15.7	\$ 439,016
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
2050	0.0	0.0	0.0	0.0	0.0	\$ 0
2051	0.0	0.0	0.0	0.0	0.0	\$ 0
2052	0.0	0.0	0.0	0.0	0.0	\$ 0
2053	0.0	0.0	0.0	0.0	0.0	\$ 0
2054	0.0	0.0	0.0	0.0	0.0	\$ 0
2055	0.0	0.0	0.0	0.0	0.0	\$ 0
2056	0.0	0.0	0.0	0.0	0.0	\$ 0
2057	0.0	0.0	0.0	0.0	0.0	\$ 0
2058	0.0	0.0	0.0	0.0	0.0	\$ 0
2059	0.0	0.0	0.0	0.0	0.0	\$ 0
2060	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	46.6	678.5	55.7	46.4	827.2	\$18,656,910

Source:
P:\1801000 SJAFC A Mossdale\1801014 Annual APR\Models\Backup Modelings\[1801000 200-Year Overlay
Assessment DAP Modeling 2020 0227.xlsx]Table A-2

Table B4
Mossdale Tract: 2020 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Year	Multifamily Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
	<i>Table E13</i>	<i>Table E7</i>	<i>Table E10</i>	<i>Table E16</i>		<i>Table B1</i>
				<i>Initial Fee Rate/Acre</i>		<i>\$ 16,510</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	3.3	12.2	0.0	0.0	15.4	\$ 264,057
2021	13.7	12.6	0.0	0.0	26.4	\$ 460,549
2022	13.7	2.6	23.0	0.0	39.3	\$ 699,737
2023	13.7	6.4	2.3	0.0	22.4	\$ 407,691
2024	13.7	6.4	2.3	0.0	22.4	\$ 415,845
2025	13.7	8.6	2.3	0.0	24.6	\$ 465,064
2026	12.5	6.0	2.3	0.0	20.8	\$ 401,576
2027	12.5	6.0	2.3	0.0	20.8	\$ 409,608
2028	12.5	6.0	2.3	0.0	20.8	\$ 417,800
2029	12.5	6.0	2.3	0.0	20.8	\$ 425,624
2030	9.2	3.8	2.3	0.0	15.3	\$ 320,317
2031	7.5	3.8	2.3	0.0	13.7	\$ 291,250
2032	7.5	3.8	2.3	0.0	13.7	\$ 297,075
2033	7.5	3.8	2.3	0.0	13.7	\$ 303,016
2034	7.5	3.8	2.3	0.0	13.7	\$ 309,076
2035	7.5	3.9	2.3	0.0	13.7	\$ 315,904
2036	7.5	0.0	2.3	0.0	9.8	\$ 231,469
2037	7.5	0.0	2.3	0.0	9.8	\$ 236,098
2038	7.5	0.0	2.3	0.0	9.8	\$ 240,820
2039	7.5	0.0	2.3	0.0	9.8	\$ 245,637
2040	7.5	0.0	2.3	0.0	9.8	\$ 250,549
2041	7.5	0.0	2.3	0.0	9.8	\$ 255,560
2042	7.5	0.0	2.3	0.0	9.8	\$ 260,672
2043	7.5	0.0	2.3	0.0	9.8	\$ 265,885
2044	7.5	0.0	2.3	0.0	9.8	\$ 271,203
2045	7.5	0.0	2.3	0.0	9.8	\$ 276,627
2046	7.5	0.0	2.3	0.0	9.8	\$ 282,159
2047	7.5	0.0	2.3	0.0	9.8	\$ 287,803
2048	7.5	0.0	2.3	0.0	9.8	\$ 293,559
2049	7.5	0.0	2.3	0.0	9.8	\$ 299,430
2050	7.5	0.0	2.3	0.0	9.8	\$ 305,418
2051	7.5	0.0	2.5	0.0	10.0	\$ 318,080
2052	7.5	0.0	0.0	0.0	7.5	\$ 243,485
2053	7.5	0.0	0.0	0.0	7.5	\$ 248,354
2054	7.5	0.0	0.0	0.0	7.5	\$ 253,322
2055	7.5	0.0	0.0	0.0	7.5	\$ 258,388
2056	7.5	0.0	0.0	0.0	7.5	\$ 263,556
2057	7.5	0.0	0.0	0.0	7.5	\$ 268,827
2058	7.5	0.0	0.0	0.0	7.5	\$ 274,203
2059	7.5	0.0	0.0	0.0	7.5	\$ 279,687
2060	7.4	0.0	0.0	0.0	7.4	\$ 278,660
Total	357.1	95.7	89.9	0.0	542.7	\$12,893,640

Source:
P:\1801000 SJAFCA Mossdale\1801014 Annual APR\Models\Backup Modelings\[1801000 200-Year Overlay
Assessment DAP Modeling 2020 0227.xlsx]Table A-2

Table B5
Mossdale Tract: 2020 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Commercial

Year	Commercial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp		
				County		
<i>Table E13</i>	<i>Table E7</i>	<i>Table E10</i>	<i>Table E16</i>	<i>Table B1</i>		
				<i>Initial Fee Rate/Acre</i>	<i>\$ 17,171</i>	
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	22.3	0.0	0.0	0.0	22.3	\$ 398,133
2021	140.9	0.0	0.0	0.0	140.9	\$ 2,560,912
2022	111.8	22.6	21.7	1.9	158.0	\$ 2,930,303
2023	108.5	58.5	21.7	5.7	194.4	\$ 3,676,487
2024	108.5	44.7	0.0	5.7	158.9	\$ 3,065,663
2025	111.8	51.9	0.0	8.3	171.9	\$ 3,382,613
2026	118.7	48.5	0.0	8.3	175.5	\$ 3,522,737
2027	96.6	39.5	0.0	12.1	148.2	\$ 3,033,853
2028	96.6	37.2	0.0	12.1	145.9	\$ 3,046,463
2029	64.4	41.5	0.0	12.1	117.9	\$ 2,511,123
2030	43.8	38.0	0.0	12.1	93.9	\$ 2,039,808
2031	34.1	38.0	0.0	12.1	84.2	\$ 1,864,667
2032	34.1	37.0	0.0	12.1	83.1	\$ 1,878,454
2033	32.1	37.0	0.0	40.9	110.1	\$ 2,537,099
2034	32.1	37.0	0.0	40.9	110.0	\$ 2,587,112
2035	28.9	26.8	0.0	38.4	94.1	\$ 2,256,982
2036	28.9	14.6	0.0	38.4	81.9	\$ 2,002,962
2037	28.9	1.4	0.0	38.4	68.7	\$ 1,713,548
2038	28.9	0.0	0.0	9.6	38.4	\$ 977,925
2039	28.9	0.0	0.0	9.6	38.4	\$ 997,484
2040	28.9	0.0	0.0	13.4	42.2	\$ 1,118,594
2041	28.9	0.0	0.0	13.4	42.2	\$ 1,140,966
2042	28.9	0.0	0.0	13.4	42.2	\$ 1,163,785
2043	28.9	0.0	0.0	14.0	42.9	\$ 1,205,609
2044	28.9	0.0	0.0	9.6	38.4	\$ 1,101,303
2045	28.9	0.0	0.0	9.6	38.4	\$ 1,123,329
2046	28.9	0.0	0.0	9.6	38.4	\$ 1,145,795
2047	28.9	0.0	0.0	7.8	36.6	\$ 1,114,565
2048	28.9	0.0	0.0	5.7	34.6	\$ 1,073,559
2049	28.9	0.0	0.0	5.7	34.6	\$ 1,095,031
2050	28.9	0.0	0.0	5.7	34.6	\$ 1,116,931
2051	28.9	0.0	0.0	5.7	34.6	\$ 1,139,270
2052	28.9	0.0	0.0	5.7	34.6	\$ 1,162,055
2053	28.9	0.0	0.0	5.7	34.6	\$ 1,185,296
2054	28.9	0.0	0.0	5.7	34.6	\$ 1,209,002
2055	28.9	0.0	0.0	5.7	34.6	\$ 1,233,182
2056	28.9	0.0	0.0	6.2	35.1	\$ 1,275,950
2057	28.9	0.0	0.0	3.8	32.7	\$ 1,212,178
2058	28.9	0.0	0.0	3.8	32.7	\$ 1,236,422
2059	28.9	0.0	0.0	3.8	32.7	\$ 1,261,150
2060	31.3	0.0	0.0	3.8	35.2	\$ 1,383,805
Total	1,909.5	574.1	43.4	476.4	3,003.4	\$71,682,109

Source:
P:\1801000 SJAFCA Mossdale\1801014 Annual APR\Models\Backup Modelings\[1801000 200-Year Overlay
Assessment DAP Modeling 2020 0227.xlsx]Table A-2

Table B6
Mossdale Tract: 2020 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

Year	Industrial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
	<i>Table E13</i>	<i>Table E7</i>	<i>Table E10</i>	<i>Table E16</i>		<i>Table B1</i>
				<i>Initial Fee Rate/Acre</i>		<i>\$ 14,287</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	20.1	19.6	10.4	0.0	50.1	\$ 742,901
2021	141.5	68.0	17.9	0.0	227.4	\$ 3,439,409
2022	92.4	87.2	62.5	0.0	242.1	\$ 3,735,289
2023	92.4	87.2	34.4	15.7	229.6	\$ 3,613,547
2024	92.4	73.4	12.7	15.7	194.2	\$ 3,117,141
2025	91.3	77.0	8.7	15.7	192.7	\$ 3,154,550
2026	91.3	28.6	9.8	15.7	145.3	\$ 2,426,419
2027	77.1	7.4	9.8	15.7	110.0	\$ 1,874,325
2028	77.2	7.4	2.3	15.7	102.6	\$ 1,781,821
2029	44.9	7.4	2.3	15.7	70.3	\$ 1,246,478
2030	38.2	7.4	2.3	15.7	63.6	\$ 1,149,361
2031	35.2	7.4	2.3	15.7	60.6	\$ 1,116,926
2032	35.2	7.4	6.3	15.7	64.6	\$ 1,214,300
2033	35.2	7.4	29.3	34.7	106.6	\$ 2,044,233
2034	35.2	7.4	26.5	34.7	103.8	\$ 2,030,921
2035	35.2	3.8	26.5	34.7	100.2	\$ 2,000,292
2036	35.2	3.8	26.5	34.7	100.3	\$ 2,040,909
2037	12.4	3.8	26.5	34.7	77.5	\$ 1,608,262
2038	12.4	3.8	24.2	0.0	40.4	\$ 855,190
2039	12.4	3.8	22.5	0.0	38.7	\$ 835,937
2040	0.0	3.8	22.5	0.0	26.3	\$ 580,380
2041	0.9	3.8	22.5	0.0	27.3	\$ 612,867
2042	0.9	3.8	22.5	0.0	27.3	\$ 625,124
2043	0.9	3.8	22.5	0.0	27.2	\$ 636,691
2044	0.9	3.8	2.3	0.0	7.1	\$ 168,361
2045	0.9	3.8	2.3	0.0	7.1	\$ 171,728
2046	0.9	3.8	2.3	0.0	7.1	\$ 175,162
2047	0.9	3.8	2.3	0.0	7.1	\$ 178,666
2048	0.9	3.8	2.3	0.0	7.1	\$ 182,239
2049	0.9	3.8	2.3	0.0	7.1	\$ 185,884
2050	0.9	3.8	2.3	0.0	7.1	\$ 189,601
2051	0.0	3.8	2.5	0.0	6.3	\$ 173,613
2052	0.0	3.8	0.0	0.0	3.8	\$ 107,028
2053	0.0	3.8	0.0	0.0	3.8	\$ 109,169
2054	0.0	3.8	0.0	0.0	3.8	\$ 111,352
2055	0.0	3.4	0.0	0.0	3.4	\$ 99,611
2056	0.0	0.0	0.0	0.0	0.0	\$ 0
2057	0.0	0.0	0.0	0.0	0.0	\$ 0
2058	0.0	0.0	0.0	0.0	0.0	\$ 0
2059	0.0	0.0	0.0	0.0	0.0	\$ 0
2060	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	1,116.3	580.3	472.3	330.4	2,499.2	\$44,335,687

Source:
P:\1801000 SJAFCA Mossdale\1801014 Annual APR\Models\Backup Modelings\1801000 200-Year Overlay
Assessment DAP Modeling 2020 0227.xlsx|Table A-2

Table B7
Mossdale Tract: 2020 Adequate Progress Report
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca River Islands Saybrook CLSP Richland Lathrop Gateway/Lazares Saybrook CLSP	\$61,622 \$15,500 \$13,020 \$14,415 \$3,720 \$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP Lathrop	\$25,000 \$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca Lathrop Saybrook CLSP Others	\$863,066 \$750,000 \$500,000 \$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop Manteca	\$42,360 \$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOP</i>	\$80,010	Lathrop Manteca	\$53,340 \$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i> <i>Task Order No. 1</i>	\$172,018	Lathrop Manteca	\$114,679 \$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFCFA Seed Funding Agreement Loans & Interest in Fund:	\$313,351	Lathrop Manteca Stockton SJ County Interest (Use of Money)	\$115,000 \$65,000 \$65,000 \$65,000 \$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop Lathrop Gateway/Lazares Manteca Stockton SJ County Others Richland River Islands Saybrook CLSP RD 17	\$1,125,378 \$3,720 \$1,094,877 \$65,000 \$3,351 \$476,131 \$14,415 \$15,500 \$552,987 \$126,300
	\$3,542,659		\$3,477,659

Source: City of Lathrop, LWA

APPENDIX C: RD 17 LSRP PROJECT SUPPORTING TABLES

Table C1	Remaining Expenditure Schedule for Phase 3 LSRP	C1
Table C2	EIP Funding Agreement Credit.....	C2
Table C3	State Payments Received to Date & State Share Remaining.....	C3
Table C4	Expenses Reported to DWR.....	C4
Table C5	Historic RD 17 Financial Statements.....	C5

Table C1
 Mossdale Tract: 2020 Adequate Progress Report
 Estimated Remaining Expenditure Schedule for LSRP (All Phases)

Month & Year	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021
Remaining Costs	160,620	160,620	160,620	160,620	2,891,662	2,891,662	2,891,662	2,865,596	2,865,596	2,865,596	2,744,751	128,496	128,496	128,496	128,496
Total Expenses	160,620	160,620	160,620	160,620	2,891,662	2,891,662	2,891,662	2,865,596	2,865,596	2,865,596	2,744,751	128,496	128,496	128,496	128,496

Month & Year	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022
Remaining Costs	128,496	2,843,093	2,843,093	2,843,093	2,798,966	2,523,272	2,585,412	2,585,412	190,637	233,933	233,933	233,933	233,933	233,933	233,933
Total Expenses	128,496	2,843,093	2,843,093	2,843,093	2,798,966	2,523,272	2,585,412	2,585,412	190,637	233,933	233,933	233,933	233,933	233,933	233,933

Month & Year	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	TOTAL
Remaining Costs	233,933	233,933	233,933	233,933	233,933	233,933	43,321,666
Total Expenses	233,933	233,933	233,933	233,933	233,933	233,933	43,321,666

Table C2
Mossdale Tract: 2020 Adequate Progress Report
EIP Funding Agreement Credit

Levee Seepage Repair Project Phase	Eligible Project Credit	State Share
LSRP - Phase I	2,389,737	1,553,329
LSRP - Phase II	4,422,373	2,874,542
LSRP - Phase III	200,296	130,192
Total	\$7,012,406	\$4,558,064

Source: KSN

Table C3
Mossdale Tract: 2020 Adequate Progress Report
State Payments Received to Date & State Share Remaining

Received Date	Total	State Share	Credit Applied
4/15/2010	2,182,950.00	1,389,150.00	793,800.00
6/8/2010	886,525.00	602,717.00	283,808.00
12/19/2011	2,828,433.00	2,355,408.00	473,025.00
5/30/2012	452,031.61	420,837.61	31,194.00
11/13/2013	1,617,235.00	1,041,086.00	576,149.00
Through Q40	7,618,403.64	5,981,016.61	1,637,387.03
<i>Subtotal</i>	<i>15,585,578.25</i>	<i>11,790,215.22</i>	<i>3,795,363.03</i>
State Share Remaining	28,127,421.75	27,364,720.84	762,700.92
Total	\$ 43,713,000.00	\$ 39,154,936.05	\$ 4,558,063.95

Source: KSN

Table C4
Mossdale Tract: 2020 Adequate Progress Report
Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 1	2010	Q1	\$0	\$866,617	\$143,410
Quarter 2	2010	Q2	\$0	\$1,973,380	\$478,498
Quarter 3	2010	Q3	\$2,019	\$944,450	\$250,587
Quarter 4	2010	Q4	\$2,717	\$320,758	\$394,322
Quarter 5	2011	Q1	\$1,756	\$58,861	\$483,449
Quarter 6	2011	Q2	\$0	\$319,945	\$105,736
Quarter 7	2011	Q3	\$1,413	\$79,657	\$89,536
Quarter 8	2011	Q4	\$2,247	\$27,994	\$99,003
Quarter 9	2012	Q1	\$0	\$119,734	\$129,487
Quarter 10	2012	Q2	\$1,311	\$379,956	\$70,233
Quarter 11	2012	Q3	\$1,444	\$552,568	\$41,375
Quarter 12	2012	Q4	\$502	\$383,096	\$59,527
Quarter 13	2013	Q1	\$0	\$83,459	\$97,808
Quarter 14	2013	Q2	\$638	\$107,580	\$38,624
Quarter 15	2013	Q3	\$509	\$7,251	\$71,068
Quarter 16	2013	Q4	\$0	\$4,571	\$81,088
Quarter 17	2014	Q1	\$0	\$369	\$98,262
Quarter 18	2014	Q2	\$0	\$7,184	\$272,519
Quarter 19	2014	Q3	\$0	\$9,230	\$66,138
Quarter 20	2014	Q4	\$999	\$7,591	\$211,733
Quarter 21	2015	Q1	\$7,933	\$8,519	\$135,074
Quarter 22	2015	Q2	\$7,142	\$18,661	\$101,491
Quarter 23	2015	Q3	\$540	\$7,997	\$144,609
Costs to March 31, 2016			\$244,314	\$0	\$539,040
Cost to May 2017					\$6,428,868
Costs to May 2018					\$1,535,811
Costs to Q36 (December 2018)					\$2,310,438
Quarter 37	2019	Q1			\$30,144
Quarter 38	2019	Q2			\$329,073
Quarter 39	2019	Q3			\$228,192
Quarter 40	2019	Q4			\$865,751
Total			\$275,482	\$6,289,429	\$15,930,894

Source: KSN, LWA

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2010				2011				2012			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	1,534,738	1,534,738	-	-	-	-	-	-	1,640,233	1,640,233	-	-
Assessments	1,542,907	1,542,907	-	-	1,573,048	1,573,048	-	-	1,495,598	1,495,598	-	-
Property taxes	80,197	80,197	-	-	121,729	121,729	-	-	102,670	102,670	-	-
Interest	44,107	44,107	-	-	32,566	32,566	-	-	9,557	9,557	-	-
Other revenue	100,550	100,550	-	-	100,295	100,295	-	-	562	562	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	3,302,498	3,302,498			1,827,637	1,827,637			3,248,619	3,248,619		
Expenditures												
Legal and accounting	78,800	78,800	-	-	82,354	82,354	-	-	66,601	66,601	-	-
Levee repairs and maintenance	182,568	182,568	-	-	90,630	90,630	-	-	78,201	78,201	-	-
Engineering	44,731	44,731	-	-	63,021	63,021	-	-	40,144	40,144	-	-
Vegetation control	42,823	42,823	-	-	34,175	34,175	-	-	34,825	34,825	-	-
County charges	14,980	14,980	-	-	15,096	15,096	-	-	25,768	25,768	-	-
Insurance	7,162	7,162	-	-	6,293	6,293	-	-	5,536	5,536	-	-
Rodent control	3,250	3,250	-	-	255	255	-	-	12,962	12,962	-	-
Payroll expenses	4,812	4,812	-	-	8,482	8,482	-	-	6,623	6,623	-	-
Permits	435	435	-	-	435	435	-	-	-	-	-	-
Miscellaneous	11,828	11,828	-	-	1,287	1,287	-	-	375	375	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	1,800	1,800	-	-	1,908	1,908	-	-	1,800	1,800	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	553	553	-	-
Trustee fees	438	438	-	-	388	388	-	-	438	438	-	-
Publication cost	61	61	-	-	138	138	-	-	238	238	-	-
Capital outlay	3,892,403	3,892,403	-	-	2,552,743	2,552,743	-	-	499,463	499,463	-	-
Debt service												
Principal	453,309	453,309	-	-	107,500	107,500	-	-	112,500	112,500	-	-
Interest	376,391	376,391	-	-	522,227	522,227	-	-	518,335	518,335	-	-
Special projects	34,398	34,398	-	-	29,043	29,043	-	-	31,721	31,721	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	150,000	150,000	-	-	-	-	-	-	-	-	-	-
Equipment rental	1,412	1,412	-	-	-	-	-	-	-	-	-	-
Office expense	132	132	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	5,302,227	5,302,227			3,516,471	3,516,471			1,436,079	1,436,079		

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2017. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2013				2014				2015			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	-	808,618	808,618	-	-	-	-	-
Assessments	1,450,901	1,450,901	-	-	1,444,959	1,444,959	-	-	1,415,812	1,415,812	-	-
Property taxes	107,189	107,189	-	-	106,405	106,405	-	-	120,689	120,689	-	-
Interest	13,447	13,447	-	-	14,364	14,364	-	-	17,264	17,264	-	-
Other revenue	103,835	103,835	-	-	6,625	6,625	-	-	514	514	-	-
Penalties and interest on late assessments	-	-	-	-	3,434	3,434	-	-	-	-	-	-
Total Revenues	1,675,371	1,675,371	-	-	2,384,404	2,384,404	-	-	1,554,278	1,554,278	-	-
Expenditures												
Legal and accounting	65,667	65,667	-	-	104,832	104,832	-	-	137,060	137,060	-	-
Levee repairs and maintenance	43,227	43,227	-	-	132,018	132,018	-	-	116,170	116,170	-	-
Engineering	31,757	31,757	-	-	152,597	152,597	-	-	99,124	99,124	-	-
Vegetation control	41,225	41,225	-	-	47,425	47,425	-	-	41,575	41,575	-	-
County charges	14,984	14,984	-	-	15,019	15,019	-	-	15,108	15,108	-	-
Insurance	8,121	8,121	-	-	7,722	7,722	-	-	7,828	7,828	-	-
Rodent control	3,017	3,017	-	-	3,090	3,090	-	-	5,785	5,785	-	-
Payroll expenses	8,371	8,371	-	-	6,831	6,831	-	-	5,409	5,409	-	-
Permits	-	-	-	-	-	-	-	-	3,535	3,535	-	-
Miscellaneous	372	372	-	-	1,016	1,016	-	-	2,333	2,333	-	-
Bank fees	-	-	-	-	-	-	-	-	2,100	2,100	-	-
Automobile expense	1,172	1,172	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Trustee fees	1,038	1,038	-	-	300	300	-	-	375	375	-	-
Publication cost	45	45	-	-	-	-	-	-	91	91	-	-
Capital outlay	1,171,156	1,171,156	-	-	344,282	344,282	-	-	279,875	279,875	-	-
Debt service												
Principal	117,500	117,500	-	-	120,000	120,000	-	-	125,000	125,000	-	-
Interest	513,838	513,838	-	-	508,897	508,897	-	-	471,060	471,060	-	-
Special projects	31,721	31,721	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	49,863	49,863	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	2,053,706	2,053,706	-	-	1,495,112	1,495,112	-	-	1,313,647	1,313,647	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending 4/30/2015

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2016				2017				2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	4,611	4,611	-	-	-	-	-	-
Assessments	1,403,761	1,403,761	-	-	1,403,873	1,403,873	-	-	1,431,950	1,431,950	-	-
Property taxes	132,475	132,475	-	-	145,166	145,166	-	-	149,520	149,520	-	-
Interest	31,917	31,917	-	-	41,708	41,708	-	-	42,959	42,959	-	-
Other revenue	1,056	1,056	-	-	3,247	3,247	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,569,208	1,569,208	-	-	1,598,604	1,598,604	-	-	1,624,430	1,624,430	-	-
Expenditures												
Legal and accounting	168,652	168,652	-	-	172,608	172,608	-	-	177,786	177,786	-	-
Levee repairs and maintenance	700,807	700,807	-	-	558,933	558,933	-	-	244,954	244,954	-	-
Engineering	165,311	165,311	-	-	190,658	190,658	-	-	196,378	196,378	-	-
Vegetation control	43,925	43,925	-	-	113,618	113,618	-	-	117,026	117,026	-	-
County charges	15,270	15,270	-	-	15,272	15,272	-	-	15,730	15,730	-	-
Insurance	8,080	8,080	-	-	8,266	8,266	-	-	8,514	8,514	-	-
Rodent control	2,649	2,649	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,160	5,160	-	-	4,947	4,947	-	-	5,095	5,095	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	4,118	4,118	-	-	7,109	7,109	-	-	7,322	7,322	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	723	723	-	-	723	723	-	-	744	744	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	515	515	-	-
Trustee fees	400	400	-	-	400	400	-	-	412	412	-	-
Publication cost	-	-	-	-	53	53	-	-	55	55	-	-
Capital outlay	331,619	331,619	-	-	2,766,672	2,766,672	-	-	-	-	-	-
Debt service												
Principal	163,352	163,352	-	-	166,758	166,758	-	-	172,175	172,175	-	-
Interest	455,886	455,886	-	-	331,513	331,513	-	-	443,815	443,815	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	319,861	319,861	-	-	-	-	-	-
Reimbursements	658	658	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	350	350	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	1,560	1,560	-	-	-	-	-	-
Total Expenditures	2,067,456	2,067,456	-	-	4,659,448	4,659,448	-	-	1,390,521	1,390,521	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending 1/1

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2019				2020				2021			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,460,589	1,460,589	-	-	1,489,801	1,489,801	-	-	1,519,597	1,519,597	-	-
Property taxes	154,006	154,006	-	-	158,626	158,626	-	-	163,385	163,385	-	-
Interest	44,248	44,248	-	-	45,575	45,575	-	-	46,943	46,943	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,658,844	1,658,844	-	-	1,694,003	1,694,003	-	-	1,729,925	1,729,925	-	-
Expenditures												
Legal and accounting	183,120	183,120	-	-	188,613	188,613	-	-	194,272	194,272	-	-
Levee repairs and maintenance	252,302	252,302	-	-	259,871	259,871	-	-	267,667	267,667	-	-
Engineering	202,269	202,269	-	-	208,337	208,337	-	-	214,587	214,587	-	-
Vegetation control	120,537	120,537	-	-	124,153	124,153	-	-	127,877	127,877	-	-
County charges	16,202	16,202	-	-	16,688	16,688	-	-	17,189	17,189	-	-
Insurance	8,769	8,769	-	-	9,032	9,032	-	-	9,303	9,303	-	-
Rodent control	-	-	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,248	5,248	-	-	5,406	5,406	-	-	5,568	5,568	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	7,542	7,542	-	-	7,768	7,768	-	-	8,001	8,001	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	767	767	-	-	789	789	-	-	813	813	-	-
Dues and subscriptions	530	530	-	-	546	546	-	-	563	563	-	-
Trustee fees	424	424	-	-	437	437	-	-	450	450	-	-
Publication cost	56	56	-	-	58	58	-	-	60	60	-	-
Capital outlay	-	-	-	-	-	-	-	-	-	-	-	-
Debt service												
Principal	179,503	179,503	-	-	183,813	183,813	-	-	201,197	201,197	-	-
Interest	438,324	438,324	-	-	432,684	432,684	-	-	414,542	414,542	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	1,415,594	1,415,594	-	-	1,438,197	1,438,197	-	-	1,462,090	1,462,090	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending 3/31/21

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
DWR special projects	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,549,989	1,549,989	-	-	1,580,989	1,580,989	-	-	1,612,609	1,612,609	-	-
Property taxes	168,287	168,287	-	-	173,335	173,335	-	-	178,535	178,535	-	-
Interest	48,351	48,351	-	-	49,802	49,802	-	-	51,296	51,296	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,766,627	1,766,627	-	-	1,804,126	1,804,126	-	-	1,862,440	1,862,440	-	-
Expenditures												
Legal and accounting	200,100	200,100	-	-	206,103	206,103	-	-	212,286	212,286	-	-
Leaves repairs and maintenance	275,697	275,697	-	-	283,968	283,968	-	-	292,487	292,487	-	-
Engineering	221,025	221,025	-	-	227,656	227,656	-	-	234,485	234,485	-	-
Vegetation control	131,714	131,714	-	-	135,665	135,665	-	-	139,735	139,735	-	-
County charges	17,704	17,704	-	-	18,236	18,236	-	-	18,783	18,783	-	-
Insurance	9,583	9,583	-	-	9,870	9,870	-	-	10,166	10,166	-	-
Rodent control	-	-	-	-	-	-	-	-	-	-	-	-
Payroll expenses	5,735	5,735	-	-	5,907	5,907	-	-	6,084	6,084	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	8,241	8,241	-	-	8,489	8,489	-	-	8,743	8,743	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Automobile expense	838	838	-	-	863	863	-	-	889	889	-	-
Dues and subscriptions	580	580	-	-	597	597	-	-	615	615	-	-
Trustee fees	464	464	-	-	478	478	-	-	492	492	-	-
Publication cost	61	61	-	-	63	63	-	-	65	65	-	-
Capital outlay	-	-	-	-	-	-	-	-	-	-	-	-
Debt service												
Principal	201,197	201,197	-	-	201,197	201,197	-	-	201,197	201,197	-	-
Interest	414,542	414,542	-	-	414,542	414,542	-	-	414,542	414,542	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	1,487,480	1,487,480	-	-	1,513,632	1,513,632	-	-	1,540,569	1,540,569	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending J1.

Table C5
 Mossdale Tract: 2020 Adequate Progress Report
 Historic RD 17 Financial Statements

Fiscal Year Fiscal Quarter	2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues								
DWR special projects	-	-	-	-	-	-	-	-
Assessments	1,644,861	1,644,861	-	-	-	1,677,758	1,677,758	-
Property taxes	183,891	183,891	-	-	-	189,408	189,408	-
Interest	52,834	52,834	-	-	-	54,419	54,419	-
Other revenue	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-
Total Revenues	1,881,587	1,881,587	-	-	-	1,921,586	1,921,586	-
Expenditures								
Legal and accounting	218,655	218,655	-	-	-	225,214	225,214	-
Levee repairs and maintenance	301,262	301,262	-	-	-	310,300	310,300	-
Engineering	241,520	241,520	-	-	-	248,765	248,765	-
Vegetation control	143,927	143,927	-	-	-	148,245	148,245	-
County charges	19,346	19,346	-	-	-	19,926	19,926	-
Insurance	10,471	10,471	-	-	-	10,785	10,785	-
Rodent control	-	-	-	-	-	-	-	-
Payroll expenses	6,267	6,267	-	-	-	6,455	6,455	-
Permits	-	-	-	-	-	-	-	-
Miscellaneous	9,005	9,005	-	-	-	9,276	9,276	-
Bank fees	-	-	-	-	-	-	-	-
Automobile expense	915	915	-	-	-	943	943	-
Dues and subscriptions	633	633	-	-	-	652	652	-
Trustee fees	507	507	-	-	-	522	522	-
Publication cost	67	67	-	-	-	69	69	-
Capital outlay	-	-	-	-	-	-	-	-
Debt service								
Principal	201,197	201,197	-	-	-	65,500	65,500	-
Interest	414,542	414,542	-	-	-	352,274	352,274	-
Special projects	-	-	-	-	-	-	-	-
Bond issuance Cost	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-
Office expense	-	-	-	-	-	-	-	-
Total Expenditures	1,568,314	1,568,314	-	-	-	1,498,927	1,498,927	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending 1/1/2026

**APPENDIX D:
REVISED DRAFT TECHNICAL MEMORANDUM -
MOSSDALE TRACT AREA: OVERLAY ASSESSMENT RATE
ANALYSIS DATED JUNE 24, 2020**

Revised Updated Technical Memorandum

Mossdale Tract Area: Overlay Assessment Rate Analysis

June 24, 2020

Prepared for: Mossdale Tract 17 Area Agencies – San Joaquin County and Cities of Stockton, Lathrop, Manteca and Reclamation District No. 17

Prepared by: Megan Jonsson

Reviewed by: Seth Wurzel, CGFM

Summary

As part of Larsen Wurzel & Associates, Inc.'s (LWA) financial analyses in support of a new Governance Entity, LWA conducted an analysis of a proposed Overlay Assessment (OA). This analysis was prepared by reviewing the current Reclamation District No. 17 (RD 17) Mossdale Tract benefit assessment and apportionment methodology as described in the **Reclamation District No. 17 Mossdale Tract Assessment Engineer's Report (RD 17 ER)** prepared by Kjeldsen, Sinnock & Neudeck, Inc. (KSN) dated May 15, 2008 and by making adjustments to the methodology to account for the following:

- All properties within the 200-Year Floodplain Basin within San Joaquin County (SJC 200-YFP Basin).
- An adjustment to benefit apportionment methodology to consider a greater amount of benefit to properties designated for development.
- And an analysis of the marginal effect to the net OA revenues as these properties developed based on the **SJAFCA Mossdale Tract Area Financing Plan Implementation Updated Development Absorption Projections Technical Memorandum (DAP)** prepared by LWA dated May 29, 2020.

This analysis is intended to be used to inform an updated financing plan as described with the SJAFCA Mossdale Tract Program Annual ULOP Adequate Progress Report Update. This analysis also identifies apportionment and benefit assessment considerations that will need to be addressed in the future as SJAFCA moves forward with implementation of the proposed OA.

Methodology

LWA prepared Updated Development Absorption Projections based on meetings with and information provided by representative staff from the Cities of Lathrop, Manteca, Stockton, and San Joaquin County and their follow-on review. The methodology behind the DAP is covered in greater detail in the **SJAFCA Mossdale Tract Area Financing Plan Implementation Updated Development Absorption Projections Technical Memorandum** prepared by LWA dated May 29, 2020. In conjunction with the DAP, LWA prepared an analysis of an Overlay Assessment (OA) to be levied in addition to the current RD 17 Mossdale Tract Assessment. The OA rates were based on the methodology outlined in the **Reclamation District No. 17 Mossdale Tract Assessment Engineer's**

Report (RD 17 ER) prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008. Using parcel data from the current RD 17 assessment roll, provided by NBS (RD 17's assessment administrator), and parcel data from the San Joaquin County 200-Year Floodplain GIS mapping, provided by KSN, LWA created a database of all parcels benefitting from the Levee Project (OA Database).

Table 1 provides a summary of the current RD 17 Mossdale Tract Assessment for FY 2016-17 by acre and by parcel.

The DAP provided data in terms of units for residential development and thousands of square feet for non-residential development. For the purpose of the OA Analysis, the DAP was converted to acres based either on direct acreage data provided by the agencies or based on assumptions from supporting documents (such as specific plans, land use summaries, and tentative subdivision maps) providing residential densities or commercial and industrial floor area ratios (FAR). DAP data for Parks, School, and other public land uses was excluded from the OA Analysis. The total provided or assumed acreages and the associated density or FAR, where applicable, are summarized in **Appendix A, Table A-3**. This data was used to calculate the DAP by acres presented in **Appendix A, Table A-2**.

In the RD 17 ER, the county land use codes were grouped into eleven categories: Agricultural, Commercial, Easements, Industrial, Parks, Residential, Rural Residential, Vacant, Vacant Commercial, Vacant Industrial, and Vacant Residential. These same land use code groupings were applied to the OA Database. The total acreages for Vacant Commercial, Vacant Industrial, and Vacant Residential were compared to the total projected development in these categories from the DAP by acres and an adjustment was made to accommodate additional projected acreage in each category. The total additional acreage was assumed to be currently classified as Agricultural lands, and therefore, was subtracted from this land use category to balance the total acreage in the OA Database. These adjustments are summarized in **Appendix A, Table A-1**.

The Average 2016-17 Assessment Per Acre rates from **Table 1** were applied to the Overlay Assessment Acreage and the Proportional Total Overlay Assessment was calculated for each of the eleven land use categories as shown in **Table 2**. To adjust the assessment rates to reflect additional benefit received by vacant properties with the potential development acreage, LWA doubled the effective equivalency factor as determined by the rates utilized in the RD 17 ER for all Vacant Commercial, Industrial, and Residential land. This increased assessment is assumed to approximate the increased benefit received by properties that have a potential to develop directly as result of the implementation of the RD 17 Area 200-Year ULOP Project. The resulting per acre assessment rates for the OA are shown on **Table 3**. These resulting rates are based upon an assumed total assessment budget of \$9.0 million per year (the total updated OA budget assumed within the 2020 Annual ULOP APR Update financing plan).

Overlay Assessment Cash Flow

One important factor to consider as a result of employing an assessment methodology that would apportion greater benefit to properties with the potential for development is that the assessment district will likely generate less revenue overtime as properties develop and their land use category changes to a land use type with a lower assessment rate.

The goal of modeling the OA is to provide a cash flow of potential assessment revenues over time. To do this, the marginal change in assessment revenues was calculated as developable vacant properties are developed. **Table B-3** provides the calculation of the marginal change in assessment rates per acre for Vacant Commercial, Vacant Industrial, and Vacant Residential lands as they are developed. These rates were then applied to the acreages in **Appendix A, Table A-2** to demonstrate the marginal change in assessment over time by Land Use Jurisdiction by Land Use Category in **Appendix B, Table B-2**. **Table B-1** models the OA cash flow in conjunction with the development projections as defined by the DAP absorption schedule. **Table 4** summarizes of the annual OA revenues by year. The OA revenues are effectively reduced by approximately \$1.5 million over the 40-year modeling period.

Implementation Concerns

LWA believes that it is possible to develop a defensible assessment methodology that justifies the assessment and apportionment of greater benefit to those properties that have the potential to develop as a result of the Mossdale Tract Area ULOP Project. However there are several issues that will need to be addressed at either a policy level or an administrative level in order to implement and administer the proposed assessment over time. The following summarizes some of the immediately identified issues;

- Land Use Categorization Trigger – What would the threshold trigger be for property that is designated for development thus determining that it receives greater benefit than its current use (which could be the same use as a similar property). Zoning, General Plan, Entitlement Application, Approved Entitlement, etc.?
- Land Use Categorization Administration – How would the assessment be administered, would categorization be totally based upon assessor’s use code? Or some other database?
- Assessment Appeals (no plans for development) – How would the Agency implementing the assessment ultimately determine that a property receives greater benefit if a property owner appeals and indicates that they have no plans or desire to develop in the future?
- Un-intended consequences – This type of assessment methodology may have the unintended consequence of delaying development that is needed to help finance the levee program as a result of properties delaying the entitlement application process because there is no way to defer the funding obligation (versus a fee that can be deferred collection until development occurs).

Current, SJAFCA is working with Willdan Financial Services to resolve these issues and develop the requisite benefit methodology. Future versions of the Annual Adequate Progress Report will reflect work completed by Willdan.

List of Tables

Table 1 – Current RD 17 Mossdale Tract FY2016-17 Assessment Summary by Acre & Parcel5
Table 2 – Proportional Overlay Assessment Calculations6
Table 3 – Overlay Assessment Summary.....7
Table 4 – Overlay Assessment Revenues By Year8

List of Appendices

Appendix A

Table A-1 – Calculation of Overlay Assessment Acreage A-1
Table A-2 – Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category A-2
Table A-3 – Development Absorption Projection Acreage Assumptions A-10

Appendix B

Table B-1 – Cash Flow Modeling of Overlay Assessment in Conjunction with Development Projections..... B-1
Table B-2 – Development Absorption Projections Marginal Change in Assessment B-5
Table B-3 – Marginal Change in Overlay Assessment Per Acre of Development..... B-17



Table 1

Mossdale Tract Area: Overlay Assessment Rate Analysis
 Current RD 17 Mossdale Tract 2016-17 Assessment Summary by Acre & by Parce

Current Assessment

Land Use	2016-17		Total 2016-17 Assessment	Average 2016-17		Average 2016-17 Assessment Per Parcel
	Acreage	Parcel Count		D = C / A	E = C / B	
Agricultural	7,037	182	\$137,227	\$19.50	\$754.00	
Commercial	1,680	376	\$687,966	\$409.50	\$1,829.70	
Easements	651	131	\$253,774	\$390.00	\$1,937.21	
Industrial	1,656	231	\$645,856	\$390.00	\$2,795.91	
Parks	311	32	\$6,068	\$19.50	\$189.61	
Residential	2,037	11,868	\$794,447	\$390.00	\$66.94	
Rural Residential	896	295	\$44,799	\$49.99	\$151.86	
Vacant [1]	66	47	\$1,293	\$19.50	\$27.50	
Vacant Commercial	436	167	\$133,980	\$307.13	\$802.28	
Vacant Industrial	371	56	\$108,492	\$292.50	\$1,937.36	
Vacant Residential	543	472	\$158,972	\$292.50	\$336.81	
Total	15,685	13,857	\$2,972,874	\$189.53	\$214.54	

[1] Aerial photographs of those parcels classified as Vacant under the Engineer's Report for the current RD 17 Mossdale Tract Assessment were analyzed and it was determined that these parcels are undevelopable and therefore not grouped with those land uses that are considered to be vacant and developable as a designated land use.

Table 2

Mossdale Tract Area: Overlay Assessment Rate Analysis
Proportional Overlay Assessment Calculations

Overlay Assessment with
Vacant Multiplier: 2x

Land Use	Overlay Assessment Acreage [1] A (Table A-1)	2016-17 Average Assessment Per Acre B (Table 1)	Equivalency Factor [2] C = B / \$19.50	Multiplier [3] D	Adjusted Acreage E = A * C * D	Proportionate Total Overlay Assessment F = E * Assessment Rate Per Adjusted Acre [4]
Agricultural	5,662	\$19.50	1.0	1.0	5,662	\$131,217
Commercial	3,656	\$409.50	21.0	1.0	76,781	\$1,779,296
Easements	651	\$390.00	20.0	1.0	13,014	\$301,583
Industrial	1,767	\$390.00	20.0	1.0	35,347	\$819,109
Parks	319	\$19.50	1.0	1.0	319	\$7,393
Residential	2,360	\$390.00	20.0	1.0	47,200	\$1,093,795
Rural Residential	1,057	\$49.99	2.6	1.0	2,711	\$62,815
Vacant	66	\$19.50	1.0	1.0	66	\$1,522
Vacant Commercial	3,046	\$307.13	15.75	2.0	95,955	\$2,223,637
Vacant Industrial	2,464	\$292.50	15.0	2.0	73,918	\$1,712,953
Vacant Residential	1,247	\$292.50	15.0	2.0	37,399	\$866,680
Total	22,295	\$189.53			388,372	\$9,000,000

[1] Acreage was added to the Vacant Commercial, Vacant Industrial, and Vacant Residential in order to match the Development Absorption Projections totals. The total additional acreage was subtracted from the Agricultural category. See Table A-1, Appendix A for detailed calculations.

[2] The the per acres assessment for Agricultural is used as the base to calculate the Equivalency Factor as per the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

[3] For this analysis a multiplier is used as a proxy for apportioning more benefit to Vacant lands that are developable versus currently developed properties due to the fact that the Levee Project will allow these lands to be developed.

[4] Assessment Rate Per Adjusted Acre (\$23.17) is calculated as the total Adjusted Acreage (388,372) divided by the Target Assessment Rate (\$9,000,000).

Table 3
Mossdale Tract Area: Overlay Assessment Rate Analysis
Overlay Assessment Summary

**Overlay Assessment with
 Vacant Multiplier: 2x**

Land Use	Overlay Assessment		Proportionate Overlay Assessment C (Table 2)	Average Overlay Assessment Per Acre		Equivalency Factor E = D / \$23.17	Average Overlay Assessment Per Parcel		Pct. of Total Overlay Assessment G = C / \$9,000,000	Aggregate Pct. of Overlay Assessment H = SUM(G)
	Acreage A (Table 2)	Parcel Count B		D = C / A	F = C / B					
Agricultural	5,662	257	\$131,217	\$23.17	1.0	\$510.57	1.5%			
Commercial	3,656	515	\$1,779,296	\$486.65	21.0	\$3,454.94	19.8%			
Easements	651	131	\$301,583	\$463.47	20.0	\$2,302.16	3.4%			
Industrial	1,767	257	\$819,109	\$463.47	20.0	\$3,187.20	9.1%			
Parks	319	35	\$7,393	\$23.17	1.0	\$211.23	0.1%		46.6%	
Residential	2,360	12,478	\$1,093,795	\$463.47	20.0	\$87.66	12.2%			
Rural Residential	1,057	526	\$62,815	\$59.41	2.6	\$119.42	0.7%			
Vacant	66	107	\$1,522	\$23.17	1.0	\$14.22	0.0%			
Vacant Commercial	3,046	187	\$2,223,637	\$729.98	31.50	\$11,891.11	24.7%			
Vacant Industrial	2,464	90	\$1,712,953	\$695.21	30.0	\$19,032.81	19.0%		53.4%	
Vacant Residential	1,247	594	\$866,680	\$695.21	30.0	\$1,459.06	9.6%			
Total	22,295	15,177	\$9,000,000	\$403.67		\$593.00	100.0%			

[1] The the per acres assessment for Agricultural is used as the base to calculate the Equivalency Factor as per the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

Table 4

Mossdale Tract Area: Overlay Assessment Rate Analysis
 Overlay Assessment Revenues By Year

Year	Annual Assessment Amount	Year	Annual Assessment Amount
2018	N/A	2040	\$7,725,715
2019	N/A	2041	\$7,700,791
2020	N/A	2042	\$7,678,463
2021	N/A	2043	\$7,659,558
2022	\$9,000,000	2044	\$7,640,654
2023	\$8,907,098	2045	\$7,621,598
2024	\$8,791,526	2046	\$7,608,306
2025	\$8,678,394	2047	\$7,595,014
2026	\$8,586,762	2048	\$7,581,723
2027	\$8,486,549	2049	\$7,568,864
2028	\$8,395,015	2050	\$7,556,502
2029	\$8,314,851	2051	\$7,544,140
2030	\$8,239,344	2052	\$7,531,778
2031	\$8,177,210	2053	\$7,519,532
2032	\$8,125,623	2054	\$7,508,478
2033	\$8,080,159	2055	\$7,497,424
2034	\$8,033,291	2056	\$7,486,370
2035	\$7,969,224	2057	\$7,475,425
2036	\$7,905,811	2058	\$7,465,137
2037	\$7,848,691	2059	\$7,455,435
2038	\$7,795,337	2060	\$7,445,733
2039	\$7,751,431		

[1] See Table B-1, Appendix B for detailed calculation of the Annual Assessment Amounts.

Table A-1
Mossdale Tract Area: Overlay Assessment Rate Analysis
Calculation of Overlay Assessment Acreage

Overlay Assessment Land Use Category	ER Overlay Assessment Acreage [1]	Total Acreage from DAP [2]	Adjustment to ER Overlay Assessment Acreage [1]	Overlay Assessment Acreage
	A	B	C = B - A	D = A + C
Agricultural	10,162	N/A	-4,500	5,662
Commercial	3,656	N/A	0	3,656
Easements	651	N/A	0	651
Industrial	1,767	N/A	0	1,767
Parks	319	N/A	0	319
Residential	2,360	N/A	0	2,360
Rural Residential	1,057	N/A	0	1,057
Vacant	66	N/A	0	66
Vacant Commercial	692	3,046	2,354	3,046
Vacant Industrial	727	2,464	1,737	2,464
Vacant Residential	837	1,247	409	1,247
Total	22,295	6,757	0	22,295

[1] Based on the County Land Use classifications from the RD 17 Mossdale Tract Assessment Engineer's Report prepared by Kjeldsen, Sinnock & Neudeck, Inc. dated May 15, 2008.

[2] Summarized from Table A-2, Appendix A.

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	Total	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
City of Lathrop																				
Central Lathrop																				
Single-Family	40.82	-	7.54	7.54	7.54	7.54	7.54	8.19	8.19	8.19	8.19	8.06	7.54	7.54	7.54	7.54	7.54	7.54	7.54	7.54
Multi-Family	301.43	0.00	28.87	28.87	28.87	28.87	28.87	37.06	37.06	37.06	37.06	36.93	28.87	28.87	28.87	28.87	28.87	28.87	28.87	28.87
Commercial	1,198.10	0.00	36.41	36.41	36.41	36.41	36.41	52.79	52.79	52.79	52.79	52.53	36.41	36.41	36.41	36.41	36.41	36.41	36.41	36.41
Subtotal Central Lathrop Acres	1,540.34	0.00	36.41	36.41	36.41	36.41	36.41	52.79	52.79	52.79	52.79	52.53	36.41	36.41	36.41	36.41	36.41	36.41	36.41	36.41
Mossdale Landing																				
Multi-Family	6.03	0.00	1.21	1.21	1.21	1.21	1.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	8.49	0.00	3.67	3.67	3.67	3.67	2.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing Acres	14.52	0.00	4.88	4.88	4.88	4.88	2.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mossdale Landing East																				
Residential	32.58	3.26	3.26	3.26	3.26	3.26	3.26	3.26	3.26	3.26	3.24	3.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	39.25	3.26	6.53	6.53	6.53	6.53	6.52	6.52	6.52	6.52	6.49	6.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Multi-Family	71.84	6.52	9.89	9.89	9.89	9.89	6.52	6.52	6.52	6.52	6.49	6.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing East Acres	143.67	13.04	19.68	19.68	19.68	19.68	16.30	16.30	16.30	16.30	16.22	16.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mossdale Landing South																				
Single-Family	5.76	-	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.66	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92
Multi-Family	15.35	-	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.71	1.66	1.92	1.92	1.92	1.92	1.92	1.92	1.92	1.92
Commercial	55.48	0.00	3.42	3.42	3.42	3.42	3.42	6.69	6.69	6.69	6.69	6.85	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19
Subtotal Mossdale Landing South Acres	76.59	0.00	3.42	3.42	3.42	3.42	3.42	6.69	6.69	6.69	6.69	6.85	5.19	5.19	5.19	5.19	5.19	5.19	5.19	5.19
South Lathrop																				
Commercial	257.78	0.00	32.22	32.22	32.22	32.22	32.22	32.22	32.22	32.22	32.24	32.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	267.07	0.00	32.22	32.22	32.22	32.22	32.22	32.22	32.22	32.22	32.24	32.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal South Lathrop Acres	524.85	0.00	64.44	64.44	64.44	64.44	64.44	64.44	64.44	64.44	64.48	64.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lathrop Gateway																				
Commercial	190.82	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.10	19.10	12.39	12.39	12.39	12.39	12.39	12.39	12.39	12.39
Industrial	314.69	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.08	19.10	19.10	12.39	12.39	12.39	12.39	12.39	12.39	12.39	12.39
Subtotal Lathrop Gateway Acres	505.50	38.16	38.16	38.16	38.16	38.16	38.16	38.16	38.16	38.16	38.20	38.20	24.78	24.78	24.78	24.78	24.78	24.78	24.78	24.78
Lathrop Crossroads																				
Commercial	55.68	-	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70	18.70
Industrial	58.30	0.52	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22	19.22
Subtotal Lathrop Crossroads Acres	113.98	0.52	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92	37.92
Historic/East Lathrop																				
Commercial	103.88	0.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Industrial	134.34	0.00	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05	33.05
Subtotal Historic/East Lathrop Acres	238.22	0.00	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05	63.05
Sharpe Depot																				
Industrial	227.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sharpe Depot Acres	227.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Lathrop Acres	3,313.77	45.20	258.17	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60	262.60

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	OA Rate Land Use Category	Total	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
City of Manteca																					
Railroad Industrial																					
Industrial		105.71	0.00	0.00	21.14	21.14	21.14	21.14	21.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Railroad Industrial Acres		105.71	0.00	0.00	21.14	21.14	21.14	21.14	21.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center Point South																					
Industrial		39.15	13.58	19.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Center Point South Acres		39.15	13.58	19.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telles & Wilson																					
Residential		37.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.43	7.43	7.43	7.43	7.41	0.00	0.00	0.00	0.00
Subtotal Telles & Wilson Acres		37.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.43	7.43	7.43	7.43	7.41	0.00	0.00	0.00	0.00
Villa Ticino West																					
Industrial		242.21	0.00	48.44	48.44	48.44	48.44	48.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Villa Ticino West Acres		242.21	0.00	48.44	48.44	48.44	48.44	48.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite Greens																					
Residential		12.18	2.44	2.44	2.44	2.44	2.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite Greens Acres		12.18	2.44	2.44	2.44	2.44	2.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kiper																					
Residential		12.20	0.00	0.00	0.00	0.00	0.00	2.44	2.44	2.44	2.44	2.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Kiper Acres		12.20	0.00	0.00	0.00	0.00	0.00	2.44	2.44	2.44	2.44	2.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Alma Apartments																					
Residential		10.84	0.00	0.00	0.00	0.00	0.00	0.00	2.17	2.17	2.17	2.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Alma Apartments Acres		10.84	0.00	0.00	0.00	0.00	0.00	0.00	2.17	2.17	2.17	2.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite/Fishback																					
Residential		5.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.06	1.06	1.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial		22.25	0.00	0.00	0.00	0.00	0.00	3.39	3.39	4.45	4.45	4.47	1.06	1.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite/Fishback Acres		27.53	0.00	0.00	0.00	0.00	0.00	3.39	3.39	5.51	5.51	5.53	2.12	2.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Family Entertainment Zone																					
Commercial		132.34	0.00	0.00	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82
Subtotal Family Entertainment Zone Acres		132.34	0.00	0.00	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82	8.82
Embarcadero																					
Industrial		35.88	0.00	0.00	0.00	0.00	0.00	0.00	3.59	3.59	3.59	3.59	3.59	3.59	3.59	3.57	0.00	0.00	0.00	0.00	0.00
Subtotal Embarcadero Acres		35.88	0.00	0.00	0.00	0.00	0.00	0.00	3.59	3.59	3.59	3.59	3.59	3.59	3.59	3.57	0.00	0.00	0.00	0.00	0.00
Alport/Daniels																					
Residential		49.82	0.00	0.00	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.86	0.00	0.00	0.00
Commercial		69.51	0.00	0.00	9.17	9.17	9.17	9.17	7.50	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.86	0.00	0.00	0.00	0.00
Subtotal Alport/Daniels Acres		119.33	0.00	0.00	13.00	13.00	13.00	13.00	11.33	7.66	7.66	7.66	7.66	7.66	7.66	7.66	7.72	0.00	0.00	0.00	0.00
HWY 120																					
Commercial		27.60	0.00	0.00	13.80	13.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial		157.35	0.00	0.00	17.63	17.63	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83
Subtotal HWY 120 Acres		184.95	0.00	0.00	31.43	31.43	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction 1

Development Area / Project	OA Rate Land Use Category	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	
City of Manteca																								
Railroad/Industrial																								
Industrial	Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Railroad Industrial Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center Point South																								
Industrial	Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Center Point South Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telles & Willson																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Telles & Willson Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Villa Tichno West																								
Industrial	Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Villa Tichno West Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite Greens																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite Greens Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kiper																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Kiper Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Salma Apartments																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Salma Apartments Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite/Fishback																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite/Fishback Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Family Entertainment Zone																								
Commercial	Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Family Entertainment Zone Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Embarcadero																								
Industrial	Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Embarcadero Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Airport/Daniels																								
Residential	Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Airport/Daniels Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HWY 120																								
Commercial	Commercial	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83
Subtotal HWY 120 Acres		3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	OA Rate Land Use Category	Total	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Oakwood Trails																					
Single-Family (Phase I-VIII)	Industrial	47.23										5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73
Commercial (Phase I & VIII)	Industrial	204.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.60	18.60	24.33	24.33	24.33	24.33	24.33	14.14	14.14	5.73	1.39	0.00
Subtotal Oakwood Trails Acres		251.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.60	18.60	30.06	30.06	30.06	30.06	30.06	19.87	11.46	2.78	0.00	0.00
Dental																					
Single-Family	Residential	13.00						3.83	3.83	3.83	1.51										
Commercial	Commercial	118.00	0.00	0.00	0.00	26.67	26.67	30.50	28.82	3.83	1.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Dental Acres		131.00	0.00	0.00	0.00	26.67	26.67	34.33	32.65	7.66	3.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sundance																					
Single-Family (Units 3/4/5)	Industrial	51.52	13.00	13.00	13.00	12.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sundance Acres		51.52	13.00	13.00	13.00	12.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
The Trails of Manteca																					
Single-Family	Residential	294.10	0.00	0.00	0.00	0.00	0.00	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56
Subtotal The Trails of Manteca Acres		294.10	0.00	0.00	0.00	0.00	0.00	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56
Cerri																					
Single-Family	Residential	150.00	0.00	0.00	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32
Subtotal Cerri Acres		150.00	0.00	0.00	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32	18.32
Terra Ranch																					
Single-Family (Units 4/5)	Residential	10.29			2.57	2.57	2.57	2.58													
Multifamily	Residential	35.07	12.15	12.63	2.57	2.57	2.57	2.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Terra Ranch Acres		45.36	12.15	12.63	5.14	5.14	5.14	5.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wackerly																					
Single-Family	Residential	12.90	0.00	0.00	6.45	6.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Wackerly Acres		12.90	0.00	0.00	6.45	6.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lewis Estates																					
Single-Family	Residential	9.92	0.00	0.00	0.00	3.31	3.31	3.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lewis Estates Acres		9.92	0.00	0.00	0.00	3.31	3.31	3.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oleander																					
Single-Family (Unit 4)	Industrial	22.74	7.58	7.58	7.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oleander Acres		22.74	7.58	7.58	7.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Manteca Acres		1,928.66	54.75	103.66	162.76	197.68	151.09	186.50	126.25	97.16	92.52	100.97	85.51	82.03	79.95	79.91	58.80	42.71	25.17	22.39	0.00

Table A-2
 Mossdale Tract Area Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction I

Development Area / Project	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	
OA Rate Land Use Category																							
Oakwood Trails																							
Single-Family (Phase I-VIII)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial (Phase I & VIII)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Oakwood Trails Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Derrill																							
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Derrill Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Sundance																							
Single-Family (Units 3/4/5)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Sundance Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
The Trails of Manteca																							
Single-Family	18.56	15.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	28.56	15.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal The Trails of Manteca Acres	47.12	31.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Cerril																							
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Cerril Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Terra Ranch																							
Single-Family (Units 4/5)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Terra Ranch Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Wackerly																							
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Wackerly Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lewis Estates																							
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Lewis Estates Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Oleander																							
Single-Family (Unit 4)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal Oleander Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal City of Manteca Acres	22.39	19.53	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83	3.83

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction by Land Use Category

Development Area / Project	Total	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Weston Ranch																				
Single-Family Residential	55.65		7.50	7.50				7.50	7.50					4.00	4.00	4.00	4.00	4.00	4.00	1.65
Multi-Family Residential	89.87			22.96	2.30	2.30	2.30	2.30	2.30	2.30				2.30	2.30	2.30	2.30	2.30	2.30	2.30
Commercial	43.36			21.68	21.68															
French Camp/I-5 Commercial	247.23	10.40	17.90	62.54	34.38	12.70	8.66	9.80	9.80	2.30	2.30	2.30	2.30	6.30	6.30	6.30	6.30	6.30	6.30	3.95
Subtotal Weston Ranch Acres	436.11	10.40	25.40	114.68	58.35	15.00	10.96	19.60	19.60	4.60	4.60	4.60	4.60	12.60	12.60	12.60	12.60	12.60	12.60	7.90
South Airport Industrial	225.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.96	20.21	20.21	20.21	20.21	20.21
Subtotal South Airport Acres	225.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.96	20.21	20.21	20.21	20.21	20.21
Subtotal Weston Ranch Acres	661.13	10.40	25.40	114.68	58.35	15.00	10.96	19.60	19.60	4.60	4.60	4.60	4.60	12.60	12.60	12.60	12.60	12.60	12.60	7.90
San Joaquin County																				
Future Lathrop Annex																				
I-5/Roth Commercial	25.21	0.00	0.00	0.00	0.00	0.00	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.53	0.00	0.00	0.00	0.00
Subtotal Future Lathrop Annex Acres	25.21	0.00	0.00	0.00	0.00	0.00	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.52	2.53	0.00	0.00	0.00	0.00
Future Manteca Annex																				
Machado Single-Family (Phase 1-4)	29.27																			
HWY 120 / McKinley Commercial	144.30																			
Airport/Lathrop Industrial	330.36	0.00	0.00	0.00	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.67	34.71	34.71	34.71	34.71	34.71	34.71
Subtotal Future Manteca Annex Acres	503.92	0.00	0.00	0.00	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.68	15.67	69.42	69.42	69.42	69.42	69.42	69.45
Future Stockton Annex																				
South Weston Ranch Commercial	39.22								1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91
VA Hospital Anadilly Commercial	40.11								1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91
Mathews Road Commercial	40.44								3.82	3.82	3.82	3.82	3.82	3.82	3.82	3.82	3.82	3.82	3.82	3.82
French Camp Commercial	187.12	0.00	0.00	1.91	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73
Subtotal Future Stockton Annex Acres	306.89	0.00	0.00	1.91	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73	5.73
Oakwood Shores																				
Single-Family Residential	17.17	5.72	5.72	5.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Shores Acres	17.17	5.72	5.72	5.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal San Joaquin County Acres	853.19	5.72	5.72	7.64	21.41	21.41	23.93	23.93	27.75	27.75	27.75	27.75	27.75	27.74	81.49	81.50	81.50	81.50	81.50	78.00
Total SJAFCA Mossdale Tract Area Acres	6,756.74	116.07	392.95	487.68	476.75	386.82	423.41	385.72	338.95	319.35	263.32	219.02	193.08	198.99	271.86	269.04	242.17	226.11	185.78	108.85

Table A-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection in Acres by Land Use Jurisdiction I

Development Area / Project	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	
City of Stockton																							
Weston Ranch																							
Single-Family																							
Multi-Family																							
I-5 Commercial																							
French Camp/I-5 Commercial																							
Subtotal Weston Ranch Acres	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	
South Airport																							
Industrial																							
Subtotal South Airport Acres	20.21	20.21	20.21	20.21	20.17	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal City of Stockton Acres	22.51	20.51	20.51	20.51	20.37	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
San Joaquin County																							
Future Lathrop Annex																							
I-5/Roth Commercial																							
Subtotal Future Lathrop Annex Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Future Manteca Annex																							
Machado Single-Family (Phase 1-4)																							
HWY 120 / McKinley Commercial																							
NA Airport/Lathrop Industrial																							
CO Subtotal Future Manteca Annex Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Future Stockton Annex																							
South Weston Ranch Commercial																							
VA Hospital Ancillary Commercial																							
Mathews Road Commercial																							
French Camp Commercial																							
Subtotal Future Stockton Annex Acres	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	
Oakwood Shares																							
Single-Family																							
Subtotal Oakwood Shares Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal San Joaquin County Acres	9.55	13.37	13.37	13.37	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	14.03	
Total SJAFCA Mossdale Tract Area Acres	105.52	94.12	79.35	79.35	79.97	55.32	55.32	55.32	53.54	51.50	51.50	51.50	50.98	45.97	45.97	45.97	45.50	42.64	40.23	40.23	40.23	42.53	

**Table A-3
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection Acreage Assumptions**

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total A (DAP)	Provided B	Assumed C = A / D	Assumption D
City of Lathrop					
Central Lathrop					
High Density Residential	du	375.0		23.4	16.0
Variable Density Residential	du	4,864.0		608.0	8.0
Residential/Mixed Use	du	651.0		40.7	16.0
Variable Density Residential Flex	du	428.0		53.5	8.0
Office	ksf	1,576.7	120.7		
Office Commercial	ksf	1,576.7	120.7		
Neighborhood Commercial	ksf	164.7	12.6		
P-SP, Neighborhood Commercial	ksf	145.1	11.1		
Specialty Commercial	ksf	103.2	7.9		
Subtotal Acreage Central Lathrop				998.6	
Mossdale Landing					
Low Density Residential	du	66.0		14.3	4.6
Medium Density Residential	du	0.0		0.0	8.4
High Density Residential	du	62.0		3.9	16.0
Commercial	ksf	78.4	6.0		
Subtotal Acreage Mossdale Landing				24.2	
Mossdale Landing East					
Low Density Residential	du	38.0		6.9	5.5
Medium Density Residential	du	0.0		0.0	10.0
High Density Residential	du	144.0		9.0	16.0
Commercial	ksf	1,711.9	131.0		
Subtotal Acreage Mossdale Landing East				146.9	
Mossdale Landing South					
Medium Density Residential	du	140.0		18.9	7.4
High Density Residential	du	150.0		6.0	24.8
Commercial	ksf	980.1	75.0		
Subtotal Acreage Mossdale Landing South				100.0	
Mossdale Landing Other					
Low Density Residential	du	658.0		131.6	5.0
Subtotal Acreage Mossdale Landing Other				131.6	
South Lathrop					
Light Industrial / R&D Flex	ksf	2,905.0	222.3		
Office	ksf	57.5	4.4		
Office Commercial	ksf	57.5	4.4		
Subtotal Acreage South Lathrop				231.1	

**Table A-3
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection Acreage Assumptions**

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total A (DAP)	Provided B	Assumed C = A / D	Assumption D
Lathrop Gateway					
Light Industrial / R&D Flex	ksf	2,190.2	167.6		
Office	ksf	912.8	69.9		
Office Commercial	ksf	912.8	69.9		
Subtotal Acreage Lathrop Gateway				307.3	
Cross Roads					
Industrial	ksf	0.0	0.0		
Commercial	ksf	0.0	0.0		
Subtotal Acreage Cross Roads				0.0	
Historic/East Lathrop					
Low Density Residential	du	34.0		6.8	5.0
Medium Density Residential	du	164.0		16.4	10.0
High Density Residential	du	42.0		2.6	16.0
Commercial	ksf	1,176.1	90.0		
Industrial	ksf	5,227.2	400.0		
Subtotal Acreage Historic/East Lathrop				515.8	
Subtotal Acreage City of Lathrop				2,455.5	
City of Manteca					
Terra Ranch					
Single-Family	du	212.0	61.0		
Multifamily	du	200.0	10.0		
Subtotal Acreage Terra Ranch				71.0	
Cerri					
Single-Family	du	655.0	160.0		
Subtotal Acreage Cerri				160.0	
Future Development					
Multifamily	du	233.0	11.6		
Commercial	ksf	712.2	54.5		
Industrial	ksf	358.1	27.4		
Subtotal Acreage Future Development				93.5	
Denali					
Single-Family	du	315.0	70.5		
Commercial	ksf	169.9	13.0		
Subtotal Acreage Denali				83.5	
The Trails of Manteca					
Single-Family	du	1,163.0	315.0		
Subtotal Acreage The Trails of Manteca				315.0	

**Table A-3
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projection Acreage Assumptions**

Development Area / Project	DAP Units		ACREAGE		Desnsity/FAR
	Type	Total	Provided	Assumed	Assumption
		A (DAP)	B	C = A / D	D
<i>Oakwood Trails</i>					
Single-Family	du	676.0	168.0		
Commercial	ksf	314.9	31.5		
<i>Subtotal Acreage Oakwood Trails</i>				199.5	
<i>Oleander</i>					
Single-Family	du	87.0		18.1	4.8
<i>Subtotal Acreage Oleander</i>				18.1	
<i>Sundance</i>					
Single-Family	du	347.0		74.3	4.7
<i>Subtotal Acreage Sundance</i>				74.3	
<i>Subtotal Acreage City of Manteca</i>				1,014.9	
City of Stockton					
<i>Weston Ranch</i>					
Single-Family	du	448.0	66.4		
Multifamily	du	1,101.0	55.0		
Commercial	ksf	722.2	110.0		
<i>Subtotal Acreage City of Stockton</i>				231.4	
San Joaquin County					
<i>Future Stockton Annex</i>					
Single-Family	du	0.0	0.0		
Multifamily	du	0.0	0.0		
Commercial	ksf	773.7	69.2		
Industrial	ksf	0.0	0.0		
<i>Subtotal Acreage Future Stockton Annex</i>				69.2	
<i>Future Manteca Annex</i>					
Single-Family	du	1,101.0	275.3		
<i>Subtotal Acreage Future Manteca Annex</i>				275.3	
<i>Oakwood Shores</i>					
Single-Family	du	140.0	25.7		
<i>Subtotal Acreage Oakwood Shores</i>				25.7	
<i>Subtotal Acreage San Joaquin County</i>				370.2	
Total SJC 200-YFP Basin Acreage				4,072.1	

Table B-1
 Mossdale Tract Area: Overlay Assessment Rate
 Analysis
 Cash Flow Modeling of Overlay Assessment in
 Conjunction with Development Projections

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Annual Assessment Revenue [1]	\$9,000,000	\$8,907,098	\$8,791,526	\$8,678,394	\$8,586,762	\$8,486,549	\$8,395,015	\$8,314,851	\$8,239,344	\$8,177,210	\$8,125,623
Planned Development Acres [2]											
Commercial	158.78	220.58	228.77	171.62	180.57	185.32	139.40	129.60	95.87	71.87	62.12
Industrial	192.16	184.84	192.46	166.16	169.22	120.74	118.84	118.86	98.10	91.35	88.34
Residential	42.01	82.26	55.51	49.04	73.61	79.65	80.71	70.89	69.35	55.81	42.62
Subtotal Planned Development Acres	392.95	487.68	476.75	386.82	423.41	385.72	338.95	319.35	263.32	219.02	193.08
Marginal Change in Assessment Revenue [3]											
Commercial	-\$38,636.73	-\$53,674.83	-\$55,668.23	-\$41,761.15	-\$43,939.24	-\$45,095.57	-\$33,920.90	-\$31,535.73	-\$23,329.01	-\$17,487.27	-\$15,115.97
Industrial	-\$44,530.45	-\$42,834.60	-\$44,600.89	-\$38,506.00	-\$39,215.34	-\$27,980.30	-\$27,539.54	-\$27,543.71	-\$22,732.87	-\$21,168.18	-\$20,471.58
Residential	-\$9,735.24	-\$19,061.70	-\$12,863.68	-\$11,364.35	-\$17,058.57	-\$18,457.80	-\$18,703.44	-\$16,427.79	-\$16,071.84	-\$12,932.04	-\$9,876.60
Subtotal Marginal Change in Assessment Revenue	-\$92,902.42	-\$115,571.13	-\$113,132.81	-\$91,631.50	-\$100,213.16	-\$91,533.67	-\$80,163.88	-\$75,507.23	-\$62,133.72	-\$51,587.50	-\$45,464.16
Net Change in Assessment Revenue [4]	\$8,907,098	\$8,791,526	\$8,678,394	\$8,586,762	\$8,486,549	\$8,395,015	\$8,314,851	\$8,239,344	\$8,177,210	\$8,125,623	\$8,080,159

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
 Mossdale Tract Area: Overlay Assessment Rate
 Analysis
 Cash Flow Modeling of Overlay Assessment in
 Conjunction with Development Projections

	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Annual Assessment Revenue [1]	\$8,080,159	\$8,033,291	\$7,969,224	\$7,905,811	\$7,848,691	\$7,795,337	\$7,751,431	\$7,725,715	\$7,700,791	\$7,678,463	\$7,659,558
Planned Development Acres [2]											
Commercial	65.08	92.02	91.99	86.26	82.44	73.58	42.37	40.72	44.54	44.54	44.54
Industrial	88.33	130.33	127.56	113.80	105.42	73.94	36.43	36.40	24.04	24.97	24.97
Residential	45.58	49.51	49.49	42.11	38.25	38.27	30.05	28.40	25.54	9.84	9.84
Subtotal Planned Development Acres	198.99	271.86	269.04	242.17	226.11	185.78	108.85	105.52	94.12	79.35	79.35
Marginal Change in Assessment Revenue [3]											
Commercial	-\$15,836.24	-\$22,391.69	-\$22,384.14	-\$20,989.59	-\$20,060.54	-\$17,903.86	-\$10,310.10	-\$9,908.60	-\$10,838.14	-\$10,838.14	-\$10,838.14
Industrial	-\$20,469.27	-\$30,202.19	-\$29,560.28	-\$26,371.59	-\$24,429.64	-\$17,133.89	-\$8,442.15	-\$8,434.51	-\$5,570.94	-\$5,786.22	-\$5,786.22
Residential	-\$10,562.54	-\$11,473.26	-\$11,468.63	-\$9,757.95	-\$8,863.91	-\$8,868.55	-\$6,963.68	-\$6,581.31	-\$5,918.55	-\$2,280.29	-\$2,280.29
Subtotal Marginal Change in Assessment Revenue	-\$46,868.05	-\$64,067.14	-\$63,413.05	-\$57,119.13	-\$53,354.09	-\$43,906.29	-\$25,715.93	-\$24,924.42	-\$22,327.63	-\$18,904.65	-\$18,904.65
Net Change in Assessment Revenue [4]	\$8,033,291	\$7,969,224	\$7,905,811	\$7,848,691	\$7,795,337	\$7,751,431	\$7,725,715	\$7,700,791	\$7,678,463	\$7,659,558	\$7,640,654

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
Mossdale Tract Area: Overlay Assessment Rate
Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Annual Assessment Revenue [1]	\$7,640,654	\$7,621,598	\$7,608,306	\$7,595,014	\$7,581,723	\$7,568,864	\$7,556,502	\$7,544,140	\$7,531,778	\$7,519,532	\$7,508,478
Planned Development Acres [2]											
Commercial	45.20	40.72	40.72	40.72	38.94	36.90	36.90	36.90	37.11	34.60	34.60
Industrial	24.93	4.76	4.76	4.76	4.76	4.76	4.76	4.76	3.83	3.83	3.83
Residential	9.84	9.84	9.84	9.84	9.84	9.84	9.84	9.84	10.05	7.54	7.54
Subtotal Planned Development Acres	79.97	55.32	55.32	55.32	53.54	51.50	51.50	51.50	50.98	45.97	45.97
Marginal Change in Assessment Revenue [3]											
Commercial	-\$10,998.74	-\$9,908.60	-\$9,908.60	-\$9,908.60	-\$9,475.46	-\$8,979.06	-\$8,979.06	-\$8,979.06	-\$9,029.43	-\$8,419.39	-\$8,419.39
Industrial	-\$5,776.95	-\$1,102.83	-\$1,102.83	-\$1,102.83	-\$1,102.83	-\$1,102.83	-\$1,102.83	-\$1,102.83	-\$887.55	-\$887.55	-\$887.55
Residential	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,280.29	-\$2,328.25	-\$1,747.29	-\$1,747.29
Subtotal Marginal Change in Assessment Revenue	-\$19,055.98	-\$13,291.72	-\$13,291.72	-\$13,291.72	-\$12,858.58	-\$12,362.18	-\$12,362.18	-\$12,362.18	-\$12,245.24	-\$11,054.23	-\$11,054.23
Net Change in Assessment Revenue [4]	\$7,621,598	\$7,608,306	\$7,595,014	\$7,581,723	\$7,568,864	\$7,556,502	\$7,544,140	\$7,531,778	\$7,519,532	\$7,508,478	\$7,497,424

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-1
Mossdale Tract Area: Overlay Assessment Rate
Analysis
Cash Flow Modeling of Overlay Assessment in
Conjunction with Development Projections

	2055	2056	2057	2058	2059	2060	2061
Annual Assessment Revenue [1]	\$7,497,424	\$7,486,370	\$7,475,425	\$7,465,137	\$7,455,435	\$7,445,733	\$7,436,031
Planned Development Acres [2]							
Commercial	34.60	34.60	35.10	32.69	32.69	32.69	35.17
Industrial	3.83	3.36	0.00	0.00	0.00	0.00	0.00
Residential	7.54	7.54	7.54	7.54	7.54	7.54	7.37
Subtotal Planned Development Acres	45.97	45.50	42.64	40.23	40.23	40.23	42.53
Marginal Change in Assessment Revenue [3]							
Commercial	-\$8,419.39	-\$8,419.39	-\$8,540.57	-\$7,954.62	-\$7,954.62	-\$7,954.62	-\$8,557.12
Industrial	-\$887.55	-\$778.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential	-\$1,747.29	-\$1,747.29	-\$1,747.29	-\$1,747.29	-\$1,747.29	-\$1,747.29	-\$1,706.74
Subtotal Marginal Change in Assessment Revenue	-\$11,054.23	-\$10,945.08	-\$10,287.86	-\$9,701.91	-\$9,701.91	-\$9,701.91	-\$10,263.86
Net Change in Assessment Revenue [4]	\$7,486,370	\$7,475,425	\$7,465,137	\$7,455,435	\$7,445,733	\$7,436,031	\$7,425,767

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
- [2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
- [3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
- [4] Assessment revenues assumed to result from development during the year.

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Land Use Category	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City of Lathrop																
Central Lathrop																
Single-Family	Residential	-9,459.48	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92	-1,897.92
Multi-Family	Residential	-69,851.11	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29
Commercial	Commercial	-291,538.68	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08
Subtotal Central Lathrop Acres		-370,849.27	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37
Mossdale Landing																
Multi-Family	Residential	-1,397.83	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40	-280.40
Commercial	Commercial	-2,066.40	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04	-893.04
Subtotal Mossdale Landing Acres		-3,464.23	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44	-1,173.44
Mossdale Landing East																
Multi-Family	Residential	-6,795.44	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46	-755.46
Commercial	Commercial	-8,758.60	-1,613.31	-1,596.28	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27	-793.27
Subtotal Mossdale Landing East Acres		-15,554.03	-2,368.77	-2,351.74	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73	-1,548.73
Mossdale Landing South																
Single-Family	Residential	-1,334.80	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27
Multi-Family	Residential	-3,952.26	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27	-396.27
Commercial	Commercial	-13,499.01	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10	-416.10
Subtotal Mossdale Landing South Acres		-18,786.07	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64	-1,208.64
South Lathrop																
Commercial	Commercial	-62,726.41	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25	-7,840.25
Industrial	Industrial	-61,889.35	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54	-7,466.54
Subtotal South Lathrop Acres		-124,615.76	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80	-15,306.80
Lathrop Gateway																
Commercial	Commercial	-41,789.87	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83	-4,642.83
Industrial	Industrial	-68,502.41	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53	-4,421.53
Subtotal Lathrop Gateway Acres		-110,292.27	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36	-9,064.36
Lathrop Crossroads																
Commercial	Commercial	-13,548.89	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36	-4,550.36
Industrial	Industrial	-13,390.42	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97	-4,453.97
Subtotal Lathrop Crossroads Acres		-26,939.31	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34	-9,004.34
Historic/East Lathrop																
Commercial	Commercial	-25,278.37	-7,300.05	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49	-3,596.49
Industrial	Industrial	-31,131.22	-7,658.88	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86	-4,131.86
Subtotal Historic/East Lathrop Acres		-56,409.59	-14,958.93	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35	-7,728.35
Sharpe Depot																
Industrial	Industrial	-52,819.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sharpe Depot Acres		-52,819.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Lathrop Acres		-779,730.20	-61,461.38	-48,246.86	-47,443.85	-48,110.50	-51,417.47	-46,178.24	-46,187.79	-30,873.39	-23,949.37	-18,632.70	-18,632.70	-17,770.56	-17,710.83	-16,934.86

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
City of Lathrop																
Central Lathrop																
Single-Family																
Residential																
Multi-Family																
Commercial	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29
Commercial	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08
Subtotal Central Lathrop Acres	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37
Mossdale Landing																
Multi-Family																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mossdale Landing East																
Multi-Family																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing East Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mossdale Landing South																
Single-Family																
Residential																
Residential																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing South Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
South Lathrop																
Commercial																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal South Lathrop Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lathrop Gateway																
Commercial																
Commercial	-2,871.21	-2,871.21	-2,871.21	-2,863.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	-2,871.21	-2,871.21	-2,871.21	-2,863.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lathrop Gateway Acres	-5,742.42	-5,742.42	-5,742.42	-5,727.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lathrop Crossroads																
Commercial																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lathrop Crossroads Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Historic/East Lathrop																
Commercial																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Historic/East Lathrop Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sharpe Depot																
Industrial																
Industrial	-5,288.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sharpe Depot Acres	-5,288.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Lathrop Acres	-16,951.81	-11,643.59	-11,643.59	-11,635.94	-8,772.37	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66	-8,987.66

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2052	2053	2054	2055	2056	2057	2058	2059	2060
City of Lathrop									
Central Lathrop									
Single-Family Residential	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,747.29	-1,706.74
Multi-Family Residential	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,025.08	-7,627.58
Commercial	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-9,334.32
Subtotal Central Lathrop Acres									
Mossdale Landing									
Multi-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing Acres									
Mossdale Landing East									
Multi-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing East Acres									
Mossdale Landing South									
Single-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Multi-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Mossdale Landing South Acres									
South Lathrop									
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal South Lathrop Acres									
Lathrop Gateway									
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lathrop Gateway Acres									
Lathrop Crossroads									
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lathrop Crossroads Acres									
Historic/East Lathrop									
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Historic/East Lathrop Acres									
Sharpe Depot									
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sharpe Depot Acres									
Subtotal City of Lathrop Acres	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-8,772.37	-9,334.32

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Land Use Category	Total	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City of Manteca																	
Railroad Industrial																	
Industrial		-24,496.61	0.00	-4,898.91	-4,898.91	-4,898.91	-4,898.91	-4,900.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Railroad Industrial Acres		-24,496.61	0.00	-4,898.91	-4,898.91	-4,898.91	-4,898.91	-4,900.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center Point South																	
Industrial		-4,535.08	-4,535.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Center Point South Acres		-4,535.08	-4,535.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telles & Wilson																	
Single-Family		-8,604.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,721.80	-1,721.80	-1,721.80	-1,717.17	-1,717.17	0.00
Subtotal Telles & Wilson Acres		-8,604.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,721.80	-1,721.80	-1,721.80	-1,717.17	-1,717.17	0.00
Villa Ticino West																	
Industrial		-56,129.78	-11,225.31	-11,225.31	-11,225.31	-11,225.31	-11,228.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Villa Ticino West Acres		-56,129.78	-11,225.31	-11,225.31	-11,225.31	-11,225.31	-11,228.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite Greens																	
Single-Family		-2,257.11	-565.44	-565.44	-565.44	-560.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite Greens Acres		-2,257.11	-565.44	-565.44	-565.44	-560.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kiper																	
Single-Family		-2,827.18	0.00	0.00	0.00	0.00	-565.44	-565.44	-565.44	-565.44	-565.44	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Kiper Acres		-2,827.18	0.00	0.00	0.00	0.00	-565.44	-565.44	-565.44	-565.44	-565.44	0.00	0.00	0.00	0.00	0.00	0.00
Alma Apartments																	
Multi-Family (Phase I & II)		-2,512.02	0.00	0.00	0.00	0.00	-502.87	-502.87	-502.87	-502.87	-500.55	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Alma Apartments Acres		-2,512.02	0.00	0.00	0.00	0.00	-502.87	-502.87	-502.87	-502.87	-500.55	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite/Fishback																	
Single-Family		-1,223.57	0.00	0.00	0.00	0.00	-245.64	-245.64	-245.64	-245.64	-245.64	-241.01	0.00	0.00	0.00	0.00	0.00
Commercial		-5,414.20	0.00	0.00	0.00	0.00	-1,082.84	-1,082.84	-1,082.84	-1,082.84	-1,087.71	-257.94	-253.07	0.00	0.00	0.00	0.00
Subtotal Yosemite/Fishback Acres		-6,637.77	0.00	0.00	0.00	0.00	-1,328.48	-1,328.48	-1,328.48	-1,328.48	-1,333.35	-503.58	-494.07	0.00	0.00	0.00	0.00
Family Entertainment Zone																	
Commercial		-32,202.95	0.00	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21
Subtotal Family Entertainment Zone Acres		-32,202.95	0.00	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21	-2,146.21
Embarcadero																	
Industrial		-8,314.70	0.00	0.00	0.00	0.00	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-827.30	0.00
Subtotal Embarcadero Acres		-8,314.70	0.00	0.00	0.00	0.00	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-831.93	-827.30	0.00
Airport/Daniels																	
Multi-Family		-11,544.64	0.00	0.00	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
Commercial		-16,933.73	0.00	0.00	-2,231.38	-2,231.38	-2,231.38	-1,925.01	-931.97	-931.97	-931.97	-931.97	-931.97	-931.97	-931.97	-931.97	-938.79
Subtotal Airport/Daniels Acres		-28,478.37	0.00	0.00	-3,118.93	-3,118.93	-3,118.93	-2,712.56	-1,819.52	-1,819.52	-1,819.52	-1,819.52	-1,819.52	-1,819.52	-1,819.52	-1,819.52	-1,832.83
HWY 120																	
Commercial		-6,716.05	0.00	-3,358.02	-3,358.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial		-36,463.47	0.00	-4,085.51	-4,085.51	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
Subtotal HWY 120 Acres		-43,179.52	0.00	-7,443.53	-7,443.53	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
Oakwood Trails																	
Single-Family (Phase I-VIII)		-30,944.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial (Phase I & VIII)		-47,376.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Trails Acres		-78,321.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
City of Manteca																
Railroad Industrial																
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Railroad Industrial Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center Point South																
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Center Point South Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telles & Wilson																
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Telles & Wilson Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Villa Ticino West																
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Villa Ticino West Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite Greens																
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite Greens Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kiper																
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Kiper Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Alma Apartments																
Multi-Family (Phase I & II)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Alma Apartments Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite/Fishback																
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite/Fishback Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Family Entertainment Zone																
Commercial	-2,155.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Family Entertainment Zone Acres	-2,155.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Embarcadero																
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Embarcadero Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Airport/Daniels																
Multi-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Airport/Daniels Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HWY 120																
Commercial	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
Industrial	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
Subtotal HWY 120 Acres	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10	-1,775.10
Oakwood Trails																
Single-Family (Phase I-VIII)	-1,327.85	-322.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial (Phase I & VIII)	-1,327.85	-322.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Trails Acres	-2,655.70	-644.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2052	2053	2054	2055	2056	2057	2058	2059	2060
City of Manteca									
Railroad Industrial									
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Railroad Industrial Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center Point South									
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Center Point South Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Telles & Wilson									
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Telles & Wilson Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Villa Ticino West									
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Villa Ticino West Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite Greens									
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite Greens Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kiper									
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Kiper Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Alma Apartments									
Multi-Family (Phase I & II)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Alma Apartments Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yosemite/Fishback									
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Yosemite/Fishback Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Family Entertainment Zone									
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Family Entertainment Zone Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Embarcadero									
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Embarcadero Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Airport/Daniels									
Multi-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Airport/Daniels Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HWY 120									
Commercial	-887.55	-887.55	-887.55	-778.40	0.00	0.00	0.00	0.00	0.00
Subtotal HWY 120 Acres	-887.55	-887.55	-887.55	-778.40	0.00	0.00	0.00	0.00	0.00
Oakwood Trails									
Single-Family (Phase I-VIII)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Trails Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Land Use Category	Total	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Denali																	
Single-Family Residential		-3,012.57	0.00	-3,012.57	-2,902.27	0.00	0.00	-887.55	-887.55	-349.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commercial		-28,713.53	0.00	-6,489.74	-6,489.74	-6,489.74	-7,421.72	-7,012.91	-931.97	-367.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Denali Acres		-31,726.10	0.00	-6,489.74	-6,489.74	-6,489.74	-7,900.46	-7,900.46	-1,819.52	-717.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sundance																	
Single-Family (Units 3/4/5)	Industrial	-8,927.41	-3,012.57	-3,012.57	-2,902.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sundance Acres		-8,927.41	-3,012.57	-3,012.57	-2,902.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
The Trails of Manteca																	
Single-Family Residential		-68,153.64	0.00	0.00	0.00	0.00	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03
Subtotal The Trails of Manteca Acres		-68,153.64	0.00	0.00	0.00	0.00	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-4,301.03
Cerril																	
Single-Family Residential		-34,760.44	0.00	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41
Subtotal Cerril Acres		-34,760.44	0.00	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41	-4,245.41
Terra Ranch																	
Single-Family (Units 4/5)	Residential	-2,384.57	-595.56	-595.56	-595.56	-595.56	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88	-597.88
Multi-Family Residential		-5,311.40	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83
Subtotal Terra Ranch Acres		-7,695.96	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83	-2,926.83
Wackerly																	
Single-Family (Units 4/5)	Residential	-2,989.40	0.00	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70
Subtotal Wackerly Acres		-2,989.40	0.00	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70	-1,494.70
North Estates																	
Single-Family Residential		-2,298.82	0.00	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05
Subtotal North Estates Acres		-2,298.82	0.00	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05	-767.05
Oleander																	
Single-Family (Unit 4)	Industrial	-3,513.59	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56
Subtotal Oleander Acres		-3,513.59	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56	-1,756.56
Subtotal City of Manteca Acres		-438,541.91	-24,021.78	-37,980.23	-46,488.62	-35,531.03	-43,821.49	-29,819.36	-22,758.26	-21,656.09	-23,596.98	-19,974.79	-19,168.11	-18,674.04	-18,674.04	-18,664.77	-13,772.22
Weston Ranch																	
Single-Family Residential		-12,896.12	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02	-1,738.02
Multi-Family Residential		-20,825.45	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67	-5,320.67
I-5 Commercial		-10,550.03	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70	-4,355.70
French Camp/I-5 Commercial		-57,629.51	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17	-15,218.17
Subtotal Weston Ranch Acres		-101,901.12	-6,093.72	-27,552.36	-14,172.41	-3,623.35	-2,640.03	-4,655.70	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-2,992.95
South Airport																	
Industrial		-52,145.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal South Airport Acres		-52,145.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Manteca Acres		-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00	-1,000,000.00

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
Overlay Assessment Rate Land Use Category																
Denali																
Single-Family Residential																
Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Denali Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sundance																
Single-Family (Units 3/4/5) Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sundance Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
The Trails of Manteca																
Single-Family Residential	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-3,638.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal The Trails of Manteca Acres	-4,301.03	-4,301.03	-4,301.03	-4,301.03	-3,638.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cerril																
Single-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Cerril Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ferra Ranch																
Single-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Ferra Ranch Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wackerly																
Single-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Wackerly Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wobles Estates																
Single-Family Residential	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Wobles Estates Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oleander																
Single-Family (Unit-4) Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oleander Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Manteca Acres	-10,000.22	-5,832.80	-5,188.58	-5,188.58	-4,525.81	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55	-887.55
City of Stanislaus																
Weston Ranch																
Single-Family Residential	-926.95	-926.95	-382.36	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-532.99	-580.96
Multi-Family Residential	-1,533.01	-1,533.01	-961.17	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-559.67	-610.04
I-5 Commercial	-2,992.95	-2,992.95	-1,876.53	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,092.66	-1,191.00
Subtotal Weston Ranch Acres	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39
South Airport																
Industrial	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39
Subtotal South Airport Acres	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39	-4,683.39
Subtotal City of Stanislaus Acres	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78	-9,366.78

Table B-2
Mossdale Tract Area: Overlay Assessment Rate Analysis
Development Absorption Projections Marginal Change in Assess

Development Area / Project	Overlay Assessment Rate Land Use Category	2052	2053	2054	2055	2056	2057	2058	2059	2060
Denali										
Single-Family Residential										
Commercial		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Denali Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sundance										
Single-Family (Units 3/4/5) Industrial		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Sundance Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
The Trails of Manteca										
Single-Family Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal The Trails of Manteca Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cerril										
Single-Family Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Cerril Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Terra Ranch										
Single-Family (Units 4/5) Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Multi-Family Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Terra Ranch Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wackerly										
Single-Family Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Wackerly Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lehigh Estates										
Single-Family Residential		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Lewis Estates Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oleander										
Single-Family (Unit 4) Industrial		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oleander Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal City of Manteca Acres		-887.55	-887.55	-887.55	-778.40	0.00	0.00	0.00	0.00	0.00
Weston Ranch										
Single-Family Residential										
Multi-Family Residential										
I-5 Commercial										
French Camp/I-5 Commercial										
Subtotal Weston Ranch Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
South Airport										
Industrial		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal South Airport Acres		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assessment by Land Use Jurisdiction by Land Use Category

Development Area / Project	Land Use Category	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
San Joaquin County																
Future Lathrop Annex																
I-5/Roth Commercial	Commercial	0.00	0.00	0.00	0.00	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	0.00
Subtotal Future Lathrop Annex Acres		0.00	0.00	0.00	0.00	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	-613.20	0.00
Future Manteca Annex																
Machado Single-Family (Phase 1-4)	Residential	-6,782.92	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HWY 120 / McKinley Commercial	Commercial	-35,112.51	0.00	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-1,355.66
Airport/Lathrop Industrial	Industrial	-76,555.71	0.00	-3,633.63	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-7,022.65
Subtotal Future Manteca Annex Acres		-118,451.14	0.00	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-3,633.63	-8,043.57
Future Stockton Annex																
South Weston Ranch Commercial	Commercial	-9,543.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VA Hospital Ancillary Commercial	Commercial	-9,760.17	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mathews Road Commercial	Commercial	-9,840.47	-	-	-	-	-	-	-	-	-	-	-	-	-	-
French Camp Commercial	Commercial	-45,532.36	0.00	-464.77	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-929.54	-1,394.31
Subtotal Future Stockton Annex Acres		-74,676.59	0.00	-464.77	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,394.31
Oakwood Shores																
Single-Family	Residential	-2,652.45	-1,325.53	-1,326.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Shores Acres		-2,652.45	-1,325.53	-1,326.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal San Joaquin County Acres		-201,914.41	-1,325.53	-5,027.93	-5,027.93	-5,641.14	-5,641.14	-6,570.68	-6,570.68	-6,570.68	-6,570.68	-6,570.68	-6,570.68	-6,570.68	-6,570.68	-19,358.83
Total SJAECA Mossdale Tract Area Acres		-1,574,232.94	-92,902.42	-115,571.13	-113,132.81	-91,631.50	-100,213.16	-80,163.88	-75,507.23	-62,133.72	-51,587.50	-45,464.16	-46,868.05	-60,067.14	-63,413.05	-57,119.13

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change in Assess

Development Area / Project	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
Overlay Assessment Rate Land Use Category																
San Joaquin County																
Future Lathrop Annex																
I-5/Roth Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Future Lathrop Annex Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Manteca Annex																
Machado Single-Family (Phase 1-4)	-1,355.66	-1,360.29														
HWY 120 / McKinley Commercial	-7,022.65	-7,021.92														
Arport/Lathrop Industrial	-8,043.57	-8,047.51														
Subtotal Future Manteca Annex Acres	-16,421.87	-16,429.72														
Future Stockton Annex																
South Weston Ranch Commercial	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-248.20	-464.77	-464.77	-464.77	-464.77
VA Hospital Ancillary Commercial	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-545.07								
Mathews Road Commercial	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,859.08	-1,859.08	-1,859.08	-1,939.38	-1,394.31	-1,394.31	-1,394.31	-1,177.74	-929.54	-929.54	-929.54	-929.54
French Camp Commercial	-2,323.85	-2,323.85	-2,323.85	-2,323.85	-3,253.39	-3,253.39	-3,253.39	-3,413.99	-2,323.85	-2,323.85	-2,323.85	-1,890.71	-1,394.31	-1,394.31	-1,394.31	-1,394.31
Subtotal Future Stockton Annex Acres	-2,323.85	-2,323.85	-2,323.85	-2,323.85	-3,253.39	-3,253.39	-3,253.39	-3,413.99	-2,323.85	-2,323.85	-2,323.85	-1,890.71	-1,394.31	-1,394.31	-1,394.31	-1,394.31
Oakwood Shares																
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Shares Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal San Joaquin County Acres	-18,745.72	-18,753.57	-2,323.85	-2,323.85	-3,253.39	-3,253.39	-3,253.39	-3,413.99	-2,323.85	-2,323.85	-2,323.85	-1,890.71	-1,394.31	-1,394.31	-1,394.31	-1,394.31
Total SJAFCA Mossdale Tract Area Acres	-53,354.09	-43,906.29	-25,715.93	-24,924.42	-22,327.63	-18,904.65	-18,904.65	-19,055.98	-13,291.72	-13,291.72	-13,291.72	-12,858.58	-12,362.18	-12,362.18	-12,362.18	-12,245.24

Table B-2
 Mossdale Tract Area: Overlay Assessment Rate Analysis
 Development Absorption Projections Marginal Change In Assess

Development Area / Project	2052	2053	2054	2055	2056	2057	2058	2059	2060
San Joaquin County									
Future Lathrop Annex									
1-5/Roth Commercial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Future Lathrop Annex Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Manteca Annex									
Machado Single-Family (Phase 1-4)									
HWY 120 / McKinley Commercial									
Airport/Lathrop Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Future Manteca Annex Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Stockton Annex									
South Weston Ranch Commercial									
VA Hospital Ancillary Commercial	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77	-464.77
Mathews Road Commercial									
French Camp Commercial	-929.54	-929.54	-929.54	-929.54	-1,050.72	-464.77	-464.77	-464.77	-464.77
Subtotal Future Stockton Annex Acres	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,515.49	-929.54	-929.54	-929.54	-929.54
Oakwood Shores									
Single-Family	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Oakwood Shores Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal San Joaquin County Acres	-1,394.31	-1,394.31	-1,394.31	-1,394.31	-1,515.49	-929.54	-929.54	-929.54	-929.54
Total SJAFCA Mossdale Tract Area Acres	-11,054.23	-11,054.23	-11,054.23	-10,945.08	-10,287.86	-9,701.91	-9,701.91	-9,701.91	-10,263.86

Table B-3
Mossdale Tract Area: Overlay Assessment Rate Analysis
Marginal Change in Overlay Assessment Per Acre of Development

Overlay Assessment Land Use Category	B (Table 3)		C (Table 3)		D = C - B
	Assessment Rate Per Developable Acre	Assessment Rate Per Developed Acre	Assessment Rate Per Developed Acre	Marginal Assessment Rate Change Per Acre	
Vacant Commercial	\$729.98	\$486.65		(\$243.33)	
Vacant Industrial	\$695.21	\$463.47		(\$231.74)	
Vacant Residential	\$695.21	\$463.47		(\$231.74)	
Total	\$2,120.40	\$1,413.59		(\$706.81)	

APPENDIX E: EIFD ANALYSIS SUPPORTING TABLES

<i>EPS Table Set</i>	Mossdale Tract Area Finance Plan Implementation Draft EIFD Revenue Analysis prepared by Economic & Planning Systems, Inc.	E1
Table E1	Updated EIFD & Financing Supporting Tables – Financing Revenues and Debt Service.....	E46

DRAFT Discussion Tables

The Economics of Land Use



Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis

Prepared by:

Economic & Planning Systems, Inc. (EPS)

June 24, 2020

*Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax*

EPS #192015

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

List of Tables

Table 1	Property Tax Summary for Fiscal Years 2020-21 through 2060-61	1
Table 2	EIFD Revenue Summary for Fiscal Year 2020-21 through 2060-61.....	2
Table 3	Net Fiscal Impact After EIFD Contribution.....	3
Table 4	Analysis Assumptions	4
Table 5	Projected Net Property Tax and EIFD Revenue Summary - Lathrop	5
Table 6	Projected Net Property Tax and EIFD Revenue Lathrop Existing City Boundaries.....	6
Table 7	Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area	7
Table 8	Projected Net Property Tax and EIFD Revenue Summary - Manteca	8
Table 9	Projected Net Property Tax and EIFD Revenue Manteca Existing City Boundaries.....	9
Table 10	Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area	10
Table 11	Projected Net Property Tax and EIFD Revenue Summary - Stockton.....	11
Table 12	Projected Net Property Tax and EIFD Revenue Stockton Existing City Boundaries	12
Table 13	Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area	13

Table 1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Property Tax Summary for Fiscal Years 2020-21 through 2060-61 (Real \$)

Item	Cumulative Revenue (Fiscal Years 2020-21 through 2060-61)			
	Lathrop	Manteca [1]	Stockton	Total
EIFD Revenue	\$351,442,208	\$320,605,868	\$156,400,538	\$828,448,614
EIFD Revenue from City	\$130,797,374	\$124,872,891	\$62,216,128	\$317,886,394
Percentage of Gross Property Tax Revenue	22%	25%	20%	29%
EIFD Revenue from County	\$220,644,834	\$195,732,977	\$94,184,409	\$510,562,220
Percentage of Gross Property Tax Revenue	22%	25%	21%	30%
Net Property Tax Revenue [2]	\$5,378,024,957	\$3,736,987,065	\$2,068,999,905	\$11,184,011,927
Property Tax Revenue to City [2]	\$471,074,313	\$373,978,071	\$253,748,990	\$1,098,801,375
Property Tax Revenue to County [2]	\$792,430,366	\$576,599,087	\$357,499,004	\$1,726,528,457

summ

Source: EPS.

[1] Represents non-redevelopment area parcels only.

[2] Estimated property tax revenue to jurisdictions are net of an assumed contribution to an EIFD.

Table 2
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 EIFD Revenue Summary for Fiscal Years 2020-21 through 2060-61 (Real \$)

Fiscal Year Ending	Annual EIFD Revenue (Fiscal Years 2020-21 through 2060-61)			
	Lathrop [1]	Manteca [1]	Stockton [1]	Total
2021	\$0	\$0	\$0	\$0
2022	\$604,030	\$507,744	\$361,141	\$1,472,915
2023	\$955,992	\$1,042,336	\$549,593	\$2,547,921
2024	\$1,325,820	\$1,516,842	\$695,433	\$3,538,094
2025	\$1,734,370	\$2,125,175	\$827,995	\$4,687,540
2026	\$1,803,744	\$2,154,733	\$807,585	\$4,766,061
2027	\$2,210,687	\$2,558,233	\$946,942	\$5,715,862
2028	\$2,638,193	\$2,973,818	\$1,051,789	\$6,663,800
2029	\$3,031,697	\$3,421,621	\$1,160,780	\$7,614,097
2030	\$3,445,554	\$3,847,005	\$1,274,069	\$8,566,627
2031	\$3,834,828	\$4,284,327	\$1,391,815	\$9,510,970
2032	\$4,242,128	\$4,740,730	\$1,538,708	\$10,521,564
2033	\$4,660,818	\$5,242,308	\$1,755,005	\$11,658,130
2034	\$5,095,965	\$5,768,211	\$1,973,809	\$12,837,985
2035	\$5,529,319	\$6,239,035	\$2,202,868	\$13,971,221
2036	\$5,981,857	\$6,684,952	\$2,442,598	\$15,109,407
2037	\$6,404,669	\$7,089,018	\$2,693,436	\$16,187,122
2038	\$6,845,235	\$7,412,827	\$2,938,629	\$17,196,691
2039	\$7,304,241	\$7,748,890	\$3,182,374	\$18,235,505
2040	\$7,729,722	\$8,087,514	\$3,448,577	\$19,265,814
2041	\$8,175,998	\$8,379,526	\$3,726,593	\$20,282,116
2042	\$8,639,863	\$8,680,984	\$4,016,892	\$21,337,738
2043	\$9,121,971	\$8,992,194	\$4,321,745	\$22,435,909
2044	\$9,622,999	\$9,313,469	\$4,547,960	\$23,484,428
2045	\$10,143,649	\$9,645,133	\$4,782,565	\$24,571,346
2046	\$10,684,647	\$9,987,519	\$5,025,858	\$25,698,023
2047	\$11,246,745	\$10,340,974	\$5,270,927	\$26,858,646
2048	\$11,830,722	\$10,705,852	\$5,517,409	\$28,053,983
2049	\$12,437,386	\$11,082,521	\$5,772,641	\$29,292,548
2050	\$13,067,572	\$11,471,361	\$6,036,926	\$30,575,859
2051	\$13,716,676	\$11,872,762	\$6,313,031	\$31,902,468
2052	\$14,390,735	\$12,287,128	\$6,579,149	\$33,257,011
2053	\$15,090,663	\$12,714,875	\$6,854,257	\$34,659,795
2054	\$15,817,404	\$13,156,435	\$7,138,655	\$36,112,494
2055	\$16,571,938	\$13,609,175	\$7,432,654	\$37,613,766
2056	\$17,355,277	\$14,043,940	\$7,740,427	\$39,139,645
2057	\$18,168,473	\$14,491,749	\$8,035,256	\$40,695,477
2058	\$19,012,609	\$14,952,992	\$8,339,513	\$42,305,115
2059	\$19,886,812	\$15,428,073	\$8,653,499	\$43,970,384
2060	\$20,820,814	\$15,917,406	\$8,977,524	\$45,715,744
Total	\$351,183,818	\$320,519,385	\$156,326,620	\$828,029,823

Source: EPS. EIFD rev

[1] Includes both City and County EIFD revenue resulting from the tax increment of each jurisdiction.

Table 3
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Net Fiscal Impact After EIFD Contribution (Real and Current 2019 \$)

Impacts of EIFD from
New Development Only

Jurisdiction / Item	Formula	2025	2030	2035	2040	2050	2060
<i>EIFD Allocation [1]</i>							
		34%	28%	28%	28%	28%	28%
Lathrop							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	a	\$496,496	\$1,127,499	\$1,890,224	\$2,714,297	\$4,629,342	\$7,410,056
Discount Factor	b	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2019\$)	c = a/b	\$428,281	\$838,965	\$1,213,263	\$1,502,841	\$1,907,228	\$2,271,604
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2019\$)	d	\$366,000	\$161,000	\$583,000	\$766,000	\$230,000	(\$461,000)
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	e = d - c	(\$62,281)	(\$677,965)	(\$630,263)	(\$736,841)	(\$1,677,228)	(\$2,732,604)
Manteca							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	f	\$612,680	\$1,335,101	\$2,254,474	\$2,995,750	\$4,306,055	\$6,010,641
Discount Factor	g	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2019\$)	h = f/g	\$528,503	\$993,441	\$1,447,061	\$1,658,674	\$1,774,038	\$1,842,603
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2019\$)	i	(\$201,000)	\$1,289,000	\$3,359,000	\$4,093,000	\$4,968,000	\$5,397,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	j = i - h	(\$729,503)	\$295,559	\$1,911,939	\$2,434,326	\$3,193,962	\$3,554,397
Stockton							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	k	\$300,746	\$462,435	\$804,186	\$1,290,617	\$2,284,446	\$3,383,438
Discount Factor	l	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2019\$)	m = k / l	\$259,427	\$358,977	\$516,176	\$714,584	\$941,161	\$1,037,216
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2019\$)	n	\$1,405,000	\$2,278,000	\$3,468,000	\$4,910,000	\$7,181,000	\$8,092,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	o = n - m	\$1,145,573	\$1,919,023	\$2,951,824	\$4,195,416	\$6,239,839	\$7,054,784
San Joaquin County							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	p	\$2,128,172	\$4,646,572	\$7,869,100	\$11,234,840	\$18,072,705	\$27,166,249
Discount Factor	q	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2019\$)	r = p/q	\$1,835,780	\$3,457,466	\$5,063,713	\$6,220,459	\$7,445,715	\$8,327,999
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2019\$)	s	\$7,175,000	\$13,669,000	\$19,989,000	\$23,913,000	\$27,994,000	\$30,703,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	t = s - r	\$5,339,220	\$10,211,514	\$14,925,287	\$17,692,541	\$20,548,285	\$22,375,001
Source: EPS.							

[1] Assumed percentage of tax increment allocated to EIFD
 [2] The EIFD contribution omits EIFD revenue derived from growth of existing development and includes EIFD revenue derived from new development only
 [3] This analysis is an interim draft analysis. Fiscal surplus/deficit estimates are anticipated to change as additional edits are made to the Fiscal Impact Analyses completed for each jurisdiction.

Table 4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Analysis Assumptions

Item	Jurisdiction					
	Lathrop		Manteca		Stockton	
	Existing City	Annexation Areas	Existing City	Annexation Areas	Existing City	Annexation Areas
Tax Increment [1]						
City General Fund Allocation [2]		6.94%	14.30%	6.63%	16.71%	7.23%
Initial Percentage Of City Tax Increment to EIFD	11.23%	34.00%	34.00%	34.00%	34.00%	34.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2026	28.00%	28.00%	28.00%	28.00%	28.00%	28.00%
County General Fund Allocation [2]		27.75%	19.84%	26.51%	20.56%	28.93%
Initial Percentage Of County Tax Increment to EIFD	18.76%	34.00%	34.00%	34.00%	34.00%	34.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2026	28.00%	28.00%	28.00%	28.00%	28.00%	28.00%
Assessed Value per Dwelling Unit (2019\$)						
Low Density Residential	\$500,000	\$500,000	\$475,000	\$475,000	\$425,000	\$425,000
High Density Residential	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Assessed Value per Nonresidential Building Sq. Ft. (2019\$)						
Retail Commercial	\$250	\$250	\$250	\$250	\$250	\$250
Office Commercial	\$250	\$250	\$250	\$250	\$250	\$250
Industrial	\$100	\$100	\$100	\$100	\$100	\$100
AV Annual Growth						
Existing AV Growth [3]	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
New Development Annual Sales Price Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Source: The Gregory Group; San Joaquin County; Costar; Colliers, International; CBRE; San Joaquin County Auditor-Controller; LWA; EPS.

[1] This Analysis assumed an EIFD will be formed in fiscal year 2020-21.
 [2] Refer to Table D-3 for details pertaining to property tax allocations for existing City and unincorporated areas.
 Refer to Table D-5, Table D-6, and Table D-4 for additional details pertaining to the calculation of property tax allocations for annexation areas.
 [3] Assumes 2 percent annual growth plus an additional 1 percent to account for annual turnover

Table 5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Lathrop (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
2021	\$3,314,356	\$0	\$3,314,356	\$5,536,154	\$0	\$5,536,154	\$0	\$0	\$0
2022	\$3,502,189	\$0	\$3,502,189	\$5,849,902	\$0	\$5,849,902	\$96,763	\$161,628	\$258,390
2023	\$3,753,447	\$0	\$3,753,447	\$6,269,592	\$0	\$6,269,592	\$226,198	\$377,832	\$604,030
2024	\$4,009,300	\$0	\$4,009,300	\$6,696,959	\$0	\$6,696,959	\$358,002	\$597,990	\$955,992
2025	\$4,278,141	\$0	\$4,278,141	\$7,146,019	\$0	\$7,146,019	\$496,496	\$829,324	\$1,325,820
2026	\$4,568,104	\$3,753	\$4,571,857	\$7,630,361	\$15,011	\$7,645,371	\$647,804	\$1,086,567	\$1,734,370
2027	\$5,035,486	\$8,433	\$5,043,919	\$8,411,055	\$33,733	\$8,444,788	\$672,608	\$1,131,135	\$1,803,744
2028	\$5,418,748	\$13,029	\$5,431,777	\$9,051,238	\$52,118	\$9,103,356	\$823,442	\$1,387,245	\$2,210,687
2029	\$5,821,309	\$17,894	\$5,839,202	\$9,723,658	\$71,575	\$9,795,233	\$981,885	\$1,656,309	\$2,638,193
2030	\$6,190,602	\$23,038	\$6,213,640	\$10,340,509	\$92,153	\$10,432,661	\$1,127,499	\$1,904,197	\$3,031,697
2031	\$6,578,946	\$28,475	\$6,607,421	\$10,989,182	\$113,901	\$11,103,083	\$1,280,637	\$2,164,917	\$3,445,554
2032	\$6,943,047	\$34,218	\$6,977,265	\$11,597,361	\$136,871	\$11,734,231	\$1,424,465	\$2,410,363	\$3,834,828
2033	\$7,323,908	\$40,279	\$7,364,188	\$12,233,534	\$161,116	\$12,394,651	\$1,574,935	\$2,667,193	\$4,242,128
2034	\$7,715,115	\$46,673	\$7,761,788	\$12,886,988	\$186,694	\$13,073,682	\$1,729,557	\$2,931,261	\$4,660,818
2035	\$8,121,518	\$53,415	\$8,174,933	\$13,565,826	\$213,661	\$13,779,486	\$1,890,224	\$3,205,740	\$5,095,965
2036	\$8,535,817	\$55,018	\$8,590,834	\$14,257,853	\$220,070	\$14,477,923	\$2,051,964	\$3,477,355	\$5,529,319
2037	\$8,968,500	\$56,668	\$9,025,168	\$14,980,587	\$226,672	\$15,207,260	\$2,220,871	\$3,760,986	\$5,981,857
2038	\$9,372,464	\$58,368	\$9,430,833	\$15,655,352	\$233,473	\$15,888,825	\$2,378,630	\$4,026,039	\$6,404,669
2039	\$9,793,431	\$60,119	\$9,853,550	\$16,358,516	\$240,477	\$16,598,992	\$2,543,020	\$4,302,215	\$6,845,235
2040	\$10,232,055	\$61,923	\$10,293,978	\$17,091,174	\$247,691	\$17,338,865	\$2,714,297	\$4,589,943	\$7,304,241
2041	\$10,638,295	\$63,780	\$10,702,076	\$17,769,741	\$255,122	\$18,024,862	\$2,873,002	\$4,856,720	\$7,729,722
2042	\$11,064,455	\$65,694	\$11,130,149	\$18,481,579	\$262,775	\$18,744,355	\$3,039,475	\$5,136,523	\$8,175,998
2043	\$11,507,445	\$67,665	\$11,575,110	\$19,221,530	\$270,659	\$19,492,189	\$3,212,516	\$5,427,347	\$8,639,863
2044	\$11,967,892	\$69,695	\$12,037,587	\$19,990,640	\$278,779	\$20,269,419	\$3,392,368	\$5,729,603	\$9,121,971
2045	\$12,446,444	\$71,785	\$12,518,229	\$20,789,993	\$287,142	\$21,077,134	\$3,579,284	\$6,043,715	\$9,622,999
2046	\$12,943,773	\$73,939	\$13,017,712	\$21,620,709	\$295,756	\$21,916,466	\$3,773,528	\$6,370,121	\$10,143,649
2047	\$13,460,576	\$76,157	\$13,536,733	\$22,483,953	\$304,629	\$22,788,582	\$3,975,369	\$6,709,278	\$10,684,647
2048	\$13,997,572	\$78,442	\$14,076,014	\$23,380,929	\$313,768	\$23,694,696	\$4,185,089	\$7,061,655	\$11,246,745
2049	\$14,555,509	\$80,795	\$14,636,304	\$24,312,882	\$323,181	\$24,636,063	\$4,402,980	\$7,427,742	\$11,830,722
2050	\$15,135,159	\$83,219	\$15,218,378	\$25,281,105	\$332,876	\$25,613,981	\$4,629,342	\$7,808,044	\$12,437,386
2051	\$15,737,324	\$85,716	\$15,823,040	\$26,286,934	\$342,862	\$26,629,797	\$4,864,488	\$8,203,083	\$13,067,572
2052	\$16,357,567	\$88,287	\$16,445,854	\$27,322,960	\$353,148	\$27,676,108	\$5,106,694	\$8,609,982	\$13,716,676
2053	\$17,001,695	\$90,936	\$17,092,631	\$28,398,884	\$363,743	\$28,762,626	\$5,358,218	\$9,032,517	\$14,390,735
2054	\$17,670,585	\$93,664	\$17,764,248	\$29,516,167	\$374,655	\$29,890,822	\$5,619,403	\$9,471,260	\$15,090,663
2055	\$18,365,141	\$96,474	\$18,461,615	\$30,676,324	\$385,895	\$31,062,219	\$5,890,601	\$9,926,803	\$15,817,404
2056	\$19,086,303	\$99,368	\$19,185,671	\$31,880,921	\$397,471	\$32,278,393	\$6,172,178	\$10,399,759	\$16,571,938
2057	\$19,835,041	\$102,349	\$19,937,390	\$33,131,580	\$409,396	\$33,540,976	\$6,464,513	\$10,890,764	\$17,355,277
2058	\$20,612,361	\$105,419	\$20,717,780	\$34,429,981	\$421,678	\$34,851,659	\$6,767,999	\$11,400,474	\$18,168,473
2059	\$21,419,304	\$108,582	\$21,527,886	\$35,777,863	\$434,328	\$36,212,191	\$7,083,039	\$11,929,570	\$19,012,609
2060	\$22,256,947	\$111,839	\$22,368,787	\$37,177,026	\$447,358	\$37,624,383	\$7,410,056	\$12,478,756	\$19,888,812
2061	\$23,148,140	\$115,195	\$23,263,334	\$38,665,634	\$460,778	\$39,126,412	\$7,757,936	\$13,062,878	\$20,820,814
TOTAL	\$468,684,010	\$2,390,303	\$471,074,313	\$782,869,154	\$5,561,212	\$792,430,366	\$130,797,374	\$220,644,834	\$351,442,208

proj latn

Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Lathrop
Existing City

Table 6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Existing City Boundaries (Real \$)

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue			County EIFD Amount [1]	Net County	Total EIFD
			City EIFD Amount [1]	Net City	County			
Formula	a	b=a*1.0%	c=b*11.23%	d	e=c-d	f=b*18.76%	g	i=d+g
2021	\$2,951,471,889	\$29,514,719	\$3,314,356	\$0	\$3,314,356	\$5,536,154	\$0	\$5,536,154
2022	\$3,204,907,674	\$32,049,077	\$3,598,951	\$96,763	\$3,502,189	\$6,011,530	\$161,628	\$5,849,902
2023	\$3,543,919,545	\$35,439,195	\$3,979,645	\$226,198	\$3,753,447	\$6,647,424	\$377,832	\$6,269,592
2024	\$3,889,132,623	\$38,891,326	\$4,367,302	\$358,002	\$4,009,300	\$7,294,949	\$597,990	\$6,696,959
2025	\$4,251,868,958	\$42,518,690	\$4,774,637	\$496,496	\$4,278,141	\$7,975,343	\$829,324	\$7,146,019
2026	\$4,643,104,670	\$46,431,047	\$5,213,975	\$645,871	\$4,568,104	\$8,709,194	\$1,078,834	\$7,630,361
2027	\$5,080,203,219	\$50,802,032	\$5,704,815	\$669,329	\$5,035,486	\$9,529,072	\$1,118,017	\$8,411,055
2028	\$5,554,229,635	\$55,542,296	\$6,237,123	\$818,375	\$5,418,748	\$10,418,215	\$1,366,977	\$9,051,238
2029	\$6,052,125,452	\$60,521,255	\$6,796,235	\$974,926	\$5,821,309	\$11,352,132	\$1,628,474	\$9,723,658
2030	\$6,508,874,977	\$65,088,750	\$7,309,142	\$1,118,540	\$6,190,602	\$12,208,869	\$1,868,360	\$10,340,509
2031	\$6,989,187,786	\$69,891,878	\$7,848,509	\$1,269,563	\$6,578,946	\$13,109,804	\$2,120,622	\$10,989,182
2032	\$7,439,515,747	\$74,395,157	\$8,354,205	\$1,411,158	\$6,943,047	\$13,954,497	\$2,357,136	\$11,597,361
2033	\$7,910,573,115	\$79,105,731	\$8,883,179	\$1,559,271	\$7,323,908	\$14,838,071	\$2,604,537	\$12,233,534
2034	\$8,394,425,342	\$83,944,253	\$9,426,521	\$1,711,406	\$7,715,115	\$15,745,646	\$2,858,658	\$12,886,988
2035	\$8,897,073,251	\$88,970,733	\$9,990,969	\$1,869,452	\$8,121,518	\$16,688,476	\$3,122,650	\$13,565,826
2036	\$9,409,487,401	\$94,094,874	\$10,566,385	\$2,030,568	\$8,535,817	\$17,649,624	\$3,391,772	\$14,257,853
2037	\$9,944,639,033	\$99,446,390	\$11,167,333	\$2,198,834	\$8,968,500	\$18,653,423	\$3,672,835	\$14,980,587
2038	\$10,444,271,336	\$104,442,713	\$11,728,396	\$2,355,931	\$9,372,464	\$19,590,596	\$3,935,244	\$15,655,352
2039	\$10,964,931,401	\$109,649,314	\$12,313,071	\$2,519,640	\$9,793,431	\$20,567,212	\$4,208,696	\$16,358,516
2040	\$11,507,431,226	\$115,074,312	\$12,922,271	\$2,690,216	\$10,232,055	\$21,584,793	\$4,493,619	\$17,091,174
2041	\$12,009,878,354	\$120,098,784	\$13,486,494	\$2,848,199	\$10,638,295	\$22,527,247	\$4,757,506	\$17,769,741
2042	\$12,536,961,926	\$125,369,619	\$14,078,383	\$3,013,928	\$11,064,455	\$23,515,911	\$5,034,332	\$18,481,579
2043	\$13,084,861,622	\$130,848,616	\$14,693,647	\$3,186,201	\$11,507,445	\$24,543,621	\$5,322,091	\$19,221,530
2044	\$13,654,352,033	\$136,543,520	\$15,333,156	\$3,365,264	\$11,967,892	\$25,611,829	\$5,621,189	\$19,990,640
2045	\$14,246,235,494	\$142,462,355	\$15,997,812	\$3,551,368	\$12,446,444	\$26,722,041	\$5,932,048	\$20,789,993
2046	\$14,861,343,046	\$148,613,430	\$16,688,547	\$3,744,773	\$12,943,773	\$27,875,814	\$6,255,105	\$21,620,709
2047	\$15,500,535,439	\$155,005,354	\$17,406,328	\$3,945,752	\$13,460,576	\$29,074,764	\$6,590,811	\$22,483,953
2048	\$16,164,704,166	\$161,647,042	\$18,152,156	\$4,154,584	\$13,997,572	\$30,320,563	\$6,939,635	\$23,380,929
2049	\$16,854,772,536	\$168,547,725	\$18,927,069	\$4,371,560	\$14,555,509	\$31,614,943	\$7,302,061	\$24,312,882
2050	\$17,571,696,774	\$175,716,968	\$19,732,139	\$4,596,979	\$15,135,159	\$32,959,697	\$7,678,592	\$25,281,105
2051	\$18,316,467,171	\$183,164,672	\$20,568,479	\$4,831,154	\$15,737,324	\$34,356,682	\$8,069,748	\$26,286,934
2052	\$19,083,596,236	\$190,835,962	\$21,429,926	\$5,072,360	\$16,357,567	\$35,795,606	\$8,472,647	\$27,322,960
2053	\$19,880,268,225	\$198,802,682	\$22,324,549	\$5,322,854	\$17,001,695	\$37,289,945	\$8,891,062	\$28,398,884
2054	\$20,707,565,297	\$207,075,653	\$23,253,563	\$5,582,978	\$17,670,585	\$38,841,728	\$9,325,561	\$29,516,167
2055	\$21,566,607,951	\$215,666,080	\$24,218,225	\$5,853,083	\$18,365,141	\$40,453,057	\$9,776,733	\$30,676,324
2056	\$22,458,556,357	\$224,585,564	\$25,219,838	\$6,133,535	\$19,086,303	\$42,126,108	\$10,245,187	\$31,880,921
2057	\$23,384,611,719	\$233,846,117	\$26,259,752	\$6,424,711	\$19,835,041	\$43,863,135	\$10,731,555	\$33,131,580
2058	\$24,346,017,702	\$243,460,177	\$27,339,363	\$6,727,002	\$20,612,361	\$45,666,470	\$11,236,488	\$34,429,981
2059	\$25,344,061,894	\$253,440,619	\$28,460,117	\$7,040,813	\$21,419,304	\$47,538,527	\$11,760,665	\$35,777,863
2060	\$26,380,077,321	\$263,800,773	\$29,623,511	\$7,366,563	\$22,256,947	\$49,481,809	\$12,304,783	\$37,177,026
2061	\$27,482,323,210	\$274,823,232	\$30,861,278	\$7,713,138	\$23,148,140	\$51,549,321	\$12,883,687	\$38,665,634

pl/lath ex

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Refer to Table A-2 for details.

Lathrop
Annexation Area

Table 7
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue					Total EIFD	
			City	County	Net City	County	Net County		
Formula	a	b=a*7.0%	c=b*6.94%	d	e=c-d	f=b*27.75%	g	h=f-g	d+g
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2026	\$8,195,079	\$81,951	\$5,686	\$1,933	\$3,753	\$22,743	\$7,733	\$15,011	\$9,666
2027	\$16,881,864	\$168,819	\$11,713	\$3,280	\$8,433	\$46,852	\$13,118	\$33,733	\$16,398
2028	\$26,082,479	\$260,825	\$18,096	\$5,067	\$13,029	\$72,386	\$20,268	\$52,118	\$25,335
2029	\$35,819,938	\$358,199	\$24,852	\$6,959	\$17,894	\$99,410	\$27,835	\$71,575	\$34,793
2030	\$46,118,170	\$461,182	\$31,997	\$8,959	\$23,038	\$127,990	\$35,837	\$92,153	\$44,796
2031	\$57,002,059	\$570,021	\$39,549	\$11,074	\$28,475	\$158,195	\$44,295	\$113,901	\$55,368
2032	\$68,497,474	\$684,975	\$47,525	\$13,307	\$34,218	\$190,098	\$53,228	\$136,871	\$66,534
2033	\$80,631,312	\$806,313	\$55,943	\$15,664	\$40,279	\$223,773	\$62,656	\$161,116	\$78,320
2034	\$93,431,533	\$934,315	\$64,824	\$18,151	\$46,673	\$259,297	\$72,603	\$186,694	\$90,754
2035	\$106,927,199	\$1,069,272	\$74,188	\$20,773	\$53,415	\$296,751	\$83,090	\$213,661	\$103,863
2036	\$110,135,015	\$1,101,350	\$76,413	\$21,396	\$55,018	\$305,653	\$85,583	\$220,070	\$106,979
2037	\$113,439,065	\$1,134,391	\$78,706	\$22,038	\$56,668	\$314,823	\$88,150	\$226,672	\$110,188
2038	\$116,842,237	\$1,168,422	\$81,067	\$22,699	\$58,368	\$324,268	\$90,795	\$233,473	\$113,494
2039	\$120,347,504	\$1,203,475	\$83,499	\$23,380	\$60,119	\$333,996	\$93,519	\$240,477	\$116,898
2040	\$123,957,929	\$1,239,579	\$86,004	\$24,081	\$61,923	\$344,015	\$96,324	\$247,691	\$120,405
2041	\$127,676,667	\$1,276,767	\$88,584	\$24,804	\$63,780	\$354,336	\$99,214	\$255,122	\$124,018
2042	\$131,506,967	\$1,315,070	\$91,241	\$25,548	\$65,694	\$364,966	\$102,190	\$262,775	\$127,738
2043	\$135,452,176	\$1,354,522	\$93,979	\$26,314	\$67,665	\$375,915	\$105,256	\$270,659	\$131,570
2044	\$139,515,742	\$1,395,157	\$96,798	\$27,103	\$69,695	\$387,192	\$108,414	\$278,779	\$135,517
2045	\$143,701,214	\$1,437,012	\$99,702	\$27,917	\$71,785	\$398,808	\$111,666	\$287,142	\$139,583
2046	\$148,012,250	\$1,480,123	\$102,693	\$28,754	\$73,939	\$410,772	\$115,016	\$295,756	\$143,770
2047	\$152,452,618	\$1,524,526	\$105,774	\$29,617	\$76,157	\$423,096	\$118,467	\$304,629	\$148,083
2048	\$157,026,196	\$1,570,262	\$108,947	\$30,505	\$78,442	\$435,788	\$122,021	\$313,768	\$152,526
2049	\$161,736,982	\$1,617,370	\$112,216	\$31,420	\$80,795	\$448,862	\$125,681	\$323,181	\$157,102
2050	\$166,589,092	\$1,665,891	\$115,582	\$32,363	\$83,219	\$462,328	\$129,452	\$332,876	\$161,815
2051	\$171,586,764	\$1,715,868	\$119,049	\$33,334	\$85,716	\$476,198	\$133,335	\$342,862	\$166,669
2052	\$176,734,367	\$1,767,344	\$122,621	\$34,334	\$88,287	\$490,484	\$137,335	\$353,148	\$171,669
2053	\$182,036,398	\$1,820,364	\$126,300	\$35,364	\$90,936	\$505,198	\$141,456	\$363,743	\$176,819
2054	\$187,497,490	\$1,874,975	\$130,089	\$36,425	\$93,664	\$520,354	\$145,699	\$374,655	\$182,124
2055	\$193,122,415	\$1,931,224	\$133,991	\$37,518	\$96,474	\$535,965	\$150,070	\$385,895	\$187,588
2056	\$198,916,087	\$1,989,161	\$138,011	\$38,643	\$99,368	\$552,044	\$154,572	\$397,471	\$193,215
2057	\$204,883,570	\$2,048,836	\$142,151	\$39,802	\$102,349	\$568,605	\$159,209	\$409,396	\$199,012
2058	\$211,030,077	\$2,110,301	\$146,416	\$40,996	\$105,419	\$585,663	\$163,986	\$421,678	\$204,962
2059	\$217,360,979	\$2,173,610	\$150,808	\$42,226	\$108,582	\$603,233	\$168,905	\$434,328	\$211,132
2060	\$223,881,809	\$2,238,818	\$155,333	\$43,493	\$111,839	\$621,330	\$173,972	\$447,358	\$217,466
2061	\$230,598,263	\$2,305,983	\$159,992	\$44,798	\$115,195	\$639,970	\$179,192	\$460,778	\$223,989

pl lath ann

Source: San Joaquin County; City of Lathrop; LWIA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table A-3 for details.

Table 8
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Manteca (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
2021	\$1,360,285	\$0	\$1,360,285	\$1,887,975	\$0	\$1,887,975	\$0	\$0	\$0
2022	\$1,430,588	\$0	\$1,430,588	\$1,985,551	\$0	\$1,985,551	\$36,217	\$50,266	\$86,483
2023	\$1,733,416	\$0	\$1,733,416	\$2,405,855	\$0	\$2,405,855	\$212,630	\$295,114	\$507,744
2024	\$2,127,349	\$19,411	\$2,146,760	\$2,952,604	\$77,646	\$3,030,250	\$425,564	\$616,772	\$1,042,336
2025	\$2,469,996	\$39,988	\$2,509,984	\$3,428,173	\$159,951	\$3,588,124	\$612,680	\$904,162	\$1,516,842
2026	\$2,918,886	\$61,781	\$2,980,667	\$4,051,199	\$247,124	\$4,298,323	\$855,153	\$1,270,022	\$2,125,175
2027	\$3,447,174	\$92,559	\$3,539,733	\$4,784,424	\$370,236	\$5,154,660	\$862,971	\$1,291,762	\$2,154,733
2028	\$3,825,962	\$119,170	\$3,945,132	\$5,310,154	\$476,679	\$5,786,833	\$1,020,626	\$1,537,607	\$2,558,233
2029	\$4,214,595	\$147,294	\$4,361,889	\$5,849,548	\$589,175	\$6,438,723	\$1,182,698	\$1,791,120	\$2,973,818
2030	\$4,634,613	\$176,998	\$4,811,611	\$6,432,501	\$707,992	\$7,140,494	\$1,357,590	\$2,064,031	\$3,421,621
2031	\$5,027,034	\$208,352	\$5,235,386	\$6,977,154	\$833,408	\$7,810,562	\$1,522,392	\$2,324,613	\$3,847,005
2032	\$5,428,706	\$241,428	\$5,670,134	\$7,534,645	\$965,712	\$8,500,357	\$1,691,460	\$2,592,866	\$4,284,327
2033	\$5,845,071	\$277,300	\$6,122,371	\$8,112,529	\$1,109,198	\$9,221,728	\$1,867,330	\$2,873,400	\$4,740,730
2034	\$6,281,866	\$326,647	\$6,608,513	\$8,718,768	\$1,306,590	\$10,025,357	\$2,056,385	\$3,185,922	\$5,242,308
2035	\$6,739,178	\$378,707	\$7,117,885	\$9,353,484	\$1,514,826	\$10,868,310	\$2,254,474	\$3,513,737	\$5,768,211
2036	\$7,131,253	\$433,595	\$7,564,848	\$9,897,655	\$1,734,381	\$11,632,036	\$2,428,294	\$3,810,742	\$6,239,035
2037	\$7,490,325	\$491,437	\$7,981,762	\$10,396,020	\$1,965,746	\$12,361,766	\$2,590,426	\$4,094,526	\$6,684,952
2038	\$7,797,880	\$552,358	\$8,350,238	\$10,822,884	\$2,209,432	\$13,032,316	\$2,733,723	\$4,355,295	\$7,089,018
2039	\$8,111,876	\$568,929	\$8,680,805	\$11,258,687	\$2,275,715	\$13,534,402	\$2,862,277	\$4,550,551	\$7,412,827
2040	\$8,438,026	\$585,997	\$9,024,023	\$11,711,359	\$2,414,306	\$14,125,665	\$2,995,750	\$4,753,140	\$7,748,890
2041	\$8,765,862	\$603,576	\$9,369,439	\$12,166,372	\$2,543,986	\$14,710,358	\$3,130,079	\$4,957,436	\$8,087,514
2042	\$9,042,399	\$621,684	\$9,664,083	\$12,550,185	\$2,486,735	\$15,036,920	\$3,244,662	\$5,134,863	\$8,379,526
2043	\$9,327,972	\$640,334	\$9,968,306	\$12,946,539	\$2,561,337	\$15,507,876	\$3,362,972	\$5,318,013	\$8,680,984
2044	\$9,622,874	\$659,544	\$10,282,418	\$13,355,841	\$2,638,177	\$15,994,018	\$3,485,126	\$5,507,068	\$8,992,194
2045	\$9,927,407	\$679,331	\$10,606,738	\$13,778,511	\$2,717,323	\$16,495,833	\$3,611,250	\$5,702,218	\$9,313,469
2046	\$10,241,885	\$699,711	\$10,941,595	\$14,214,983	\$2,798,842	\$17,013,825	\$3,741,473	\$5,903,660	\$9,645,133
2047	\$10,566,629	\$720,702	\$11,287,331	\$14,665,704	\$2,882,808	\$17,548,512	\$3,875,926	\$6,111,593	\$9,987,519
2048	\$10,901,974	\$742,323	\$11,644,297	\$15,131,138	\$2,969,292	\$18,100,429	\$4,014,746	\$6,326,228	\$10,340,974
2049	\$11,248,262	\$764,593	\$12,012,854	\$15,611,760	\$3,058,371	\$18,670,130	\$4,158,074	\$6,547,778	\$10,705,852
2050	\$11,605,848	\$787,530	\$12,393,378	\$16,108,063	\$3,150,122	\$19,258,185	\$4,306,055	\$6,776,466	\$11,082,521
2051	\$11,975,098	\$811,156	\$12,786,255	\$16,620,556	\$3,244,625	\$19,865,181	\$4,458,840	\$7,012,520	\$11,471,361
2052	\$12,356,392	\$835,491	\$13,191,883	\$17,149,763	\$3,341,964	\$20,491,727	\$4,616,585	\$7,256,177	\$11,872,762
2053	\$12,750,118	\$860,556	\$13,610,673	\$17,696,226	\$3,442,223	\$21,138,448	\$4,779,448	\$7,507,680	\$12,287,128
2054	\$13,156,679	\$886,372	\$14,043,052	\$18,260,503	\$3,545,490	\$21,805,993	\$4,947,281	\$7,767,281	\$12,714,875
2055	\$13,576,492	\$912,964	\$14,489,456	\$18,843,173	\$3,651,854	\$22,495,027	\$5,121,196	\$8,035,238	\$13,156,435
2056	\$14,006,675	\$940,352	\$14,947,027	\$19,440,234	\$3,761,410	\$23,201,644	\$5,299,141	\$8,310,034	\$13,609,175
2057	\$14,415,781	\$968,563	\$15,384,344	\$20,008,044	\$3,874,252	\$23,882,296	\$5,469,209	\$8,574,732	\$14,043,940
2058	\$14,837,161	\$997,620	\$15,834,781	\$20,592,888	\$3,990,480	\$24,583,368	\$5,644,378	\$8,847,371	\$14,491,749
2059	\$15,271,182	\$1,027,549	\$16,298,731	\$21,195,278	\$4,110,194	\$25,305,472	\$5,824,803	\$9,128,189	\$14,952,992
2060	\$15,718,224	\$1,058,375	\$16,776,599	\$21,815,739	\$4,233,500	\$26,049,239	\$6,010,641	\$9,417,432	\$15,428,073
2061	\$16,178,677	\$1,090,126	\$17,268,804	\$22,454,814	\$4,360,505	\$26,815,319	\$6,202,054	\$9,715,352	\$15,917,406
TOTAL	\$351,947,669	\$22,030,402	\$373,978,071	\$488,477,480	\$89,121,607	\$576,599,087	\$124,872,891	\$195,732,977	\$320,605,868

Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Manteca
Existing City

Table 9
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Existing City Boundaries (Real \$)

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue				Total EIFD		
			City EIFD Amount [1]	Net City	County	County EIFD Amount [1]			
Formula	a	b=a*1.0%	c=b*14.30%	d	e=c-d	f=b*19.84%	g	h=f-g	d+g
2021	\$951,461,324	\$9,514,613	\$1,360,285	\$0	\$1,360,285	\$1,887,975	\$0	\$1,887,975	\$0
2022	\$1,025,967,131	\$10,259,671	\$1,466,804	\$36,217	\$1,430,588	\$2,035,817	\$50,266	\$1,985,551	\$86,483
2023	\$1,361,176,245	\$13,611,762	\$1,946,046	\$212,630	\$1,733,416	\$2,700,969	\$295,114	\$2,405,855	\$507,744
2024	\$1,778,659,304	\$17,786,593	\$2,542,913	\$415,564	\$2,127,349	\$3,529,376	\$576,773	\$2,952,604	\$992,337
2025	\$2,141,791,799	\$21,417,918	\$3,062,076	\$592,080	\$2,469,996	\$4,249,937	\$821,763	\$3,428,173	\$1,413,843
2026	\$2,617,517,726	\$26,175,177	\$3,742,212	\$823,326	\$2,918,886	\$5,193,915	\$1,142,716	\$4,051,199	\$1,966,042
2027	\$2,989,585,206	\$29,895,852	\$4,274,149	\$826,976	\$3,447,174	\$5,932,205	\$1,147,781	\$4,784,424	\$1,974,757
2028	\$3,357,566,273	\$33,575,663	\$4,800,244	\$974,282	\$3,825,962	\$6,662,386	\$1,352,232	\$5,310,154	\$2,326,514
2029	\$3,735,110,634	\$37,351,106	\$5,340,012	\$1,125,417	\$4,214,595	\$7,411,544	\$1,561,996	\$5,849,548	\$2,687,413
2030	\$4,143,144,692	\$41,431,447	\$5,923,370	\$1,288,757	\$4,634,613	\$8,221,202	\$1,788,700	\$6,432,501	\$3,077,458
2031	\$4,524,370,096	\$45,243,701	\$6,468,400	\$1,441,366	\$5,027,034	\$8,977,664	\$2,000,510	\$6,977,154	\$3,441,876
2032	\$4,914,581,648	\$49,145,816	\$7,026,278	\$1,597,572	\$5,428,706	\$9,751,957	\$2,217,312	\$7,534,645	\$3,814,883
2033	\$5,319,067,518	\$53,190,675	\$7,604,563	\$1,759,491	\$5,845,071	\$10,554,574	\$2,442,004	\$8,112,529	\$4,201,536
2034	\$5,743,399,417	\$57,433,994	\$8,211,222	\$1,929,356	\$6,281,866	\$11,396,572	\$2,677,804	\$8,718,768	\$4,607,160
2035	\$6,187,664,035	\$61,876,640	\$8,846,378	\$2,107,200	\$6,739,178	\$12,278,122	\$2,924,638	\$9,353,484	\$5,031,838
2036	\$6,568,552,496	\$65,685,525	\$9,390,926	\$2,259,673	\$7,131,253	\$13,033,915	\$3,136,260	\$9,897,655	\$5,395,933
2037	\$6,917,379,601	\$69,173,796	\$9,889,637	\$2,399,312	\$7,490,325	\$13,726,089	\$3,330,069	\$10,396,020	\$5,729,381
2038	\$7,216,159,913	\$72,161,599	\$10,316,797	\$2,518,917	\$7,797,880	\$14,318,956	\$3,496,072	\$10,822,884	\$6,014,989
2039	\$7,521,196,766	\$75,211,968	\$10,752,902	\$2,641,026	\$8,111,876	\$14,924,238	\$3,665,550	\$11,258,687	\$6,306,577
2040	\$7,838,041,286	\$78,380,413	\$11,205,889	\$2,767,863	\$8,438,026	\$15,552,949	\$3,841,590	\$11,711,359	\$6,609,452
2041	\$8,156,523,722	\$81,565,237	\$11,661,216	\$2,895,354	\$8,765,862	\$16,184,911	\$4,018,539	\$12,166,372	\$6,913,893
2042	\$8,425,170,726	\$84,251,707	\$12,045,296	\$3,002,897	\$9,042,399	\$16,717,984	\$4,167,800	\$12,550,185	\$7,170,696
2043	\$8,702,595,679	\$87,025,957	\$12,441,924	\$3,113,953	\$9,327,972	\$17,268,476	\$4,321,937	\$12,946,539	\$7,435,890
2044	\$8,989,083,476	\$89,890,835	\$12,851,510	\$3,228,637	\$9,622,874	\$17,836,951	\$4,481,110	\$13,355,841	\$7,709,747
2045	\$9,284,928,204	\$92,849,282	\$13,274,473	\$3,347,066	\$9,927,407	\$18,423,993	\$4,645,482	\$13,778,511	\$7,992,548
2046	\$9,590,433,441	\$95,904,334	\$13,711,248	\$3,469,363	\$10,241,885	\$19,030,204	\$4,815,221	\$14,214,983	\$8,284,584
2047	\$9,905,912,557	\$99,059,126	\$14,162,282	\$3,595,653	\$10,566,629	\$19,656,206	\$4,990,502	\$14,665,704	\$8,586,154
2048	\$10,231,689,030	\$102,316,890	\$14,628,038	\$3,726,064	\$10,901,974	\$20,302,641	\$5,171,503	\$15,131,138	\$8,897,568
2049	\$10,568,096,769	\$105,680,968	\$15,108,993	\$3,860,732	\$11,248,262	\$20,970,172	\$5,358,412	\$15,611,760	\$9,219,144
2050	\$10,915,480,453	\$109,154,805	\$15,605,641	\$3,999,793	\$11,605,848	\$21,659,482	\$5,551,419	\$16,108,063	\$9,551,212
2051	\$11,274,195,871	\$112,741,959	\$16,118,489	\$4,143,391	\$11,975,098	\$22,371,277	\$5,750,722	\$16,620,556	\$9,894,112
2052	\$11,644,610,282	\$116,446,103	\$16,648,063	\$4,291,671	\$12,356,392	\$23,106,287	\$5,956,524	\$17,149,763	\$10,248,196
2053	\$12,027,102,781	\$120,271,028	\$17,194,905	\$4,444,787	\$12,750,118	\$23,865,263	\$6,169,038	\$17,686,226	\$10,613,825
2054	\$12,422,064,680	\$124,220,647	\$17,759,574	\$4,602,894	\$13,156,679	\$24,648,982	\$6,388,479	\$18,260,503	\$10,991,373
2055	\$12,829,899,901	\$128,298,990	\$18,342,648	\$4,766,155	\$13,576,492	\$25,458,246	\$6,615,073	\$18,843,173	\$11,381,228
2056	\$13,247,808,289	\$132,478,083	\$18,940,123	\$4,933,448	\$14,006,675	\$26,287,497	\$6,847,263	\$19,440,234	\$11,780,711
2057	\$13,645,242,537	\$136,452,425	\$19,508,326	\$5,092,545	\$14,415,781	\$27,076,122	\$7,068,078	\$20,008,044	\$12,160,623
2058	\$14,054,599,813	\$140,545,998	\$20,093,576	\$5,256,415	\$14,837,161	\$27,888,406	\$7,295,518	\$20,592,888	\$12,551,933
2059	\$14,476,237,808	\$144,762,378	\$20,696,383	\$5,425,201	\$15,271,182	\$28,725,058	\$7,529,780	\$21,195,278	\$12,954,981
2060	\$14,910,524,942	\$149,105,249	\$21,317,275	\$5,599,051	\$15,718,224	\$29,586,810	\$7,771,071	\$21,815,739	\$13,370,121
2061	\$15,357,840,690	\$153,578,407	\$21,956,793	\$5,778,116	\$16,178,677	\$30,474,414	\$8,019,600	\$22,454,814	\$13,797,176

pt man ex

Source: San Joaquin County, City of Manteca, LWA, EPS.

[1] Refer to Table B-2 for details.

Manteca
Annexation Area

Table 10
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue				Total EIFD		
			City	County	Net City	Net County			
Formula	a	b=a*1.0%	c=b*6.63%	d	e=c-d	f=b*26.51%	g	h=f-g	d+g
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$44,373,185	\$443,732	\$29,411	\$10,000	\$19,411	\$117,645	\$39,999	\$77,646	\$49,999
2025	\$91,408,761	\$914,088	\$60,587	\$20,600	\$39,988	\$242,349	\$82,399	\$159,951	\$102,998
2026	\$141,226,535	\$1,412,265	\$93,607	\$31,827	\$61,781	\$374,430	\$127,306	\$247,124	\$159,133
2027	\$193,951,109	\$1,939,511	\$128,554	\$35,995	\$92,559	\$514,217	\$143,981	\$370,236	\$179,976
2028	\$249,712,052	\$2,497,121	\$165,514	\$46,344	\$119,170	\$662,054	\$185,375	\$476,679	\$231,719
2029	\$308,644,097	\$3,086,441	\$204,575	\$57,281	\$147,294	\$818,299	\$229,124	\$589,175	\$286,405
2030	\$370,887,323	\$3,708,873	\$245,831	\$68,833	\$176,998	\$983,323	\$275,330	\$707,992	\$344,163
2031	\$436,587,363	\$4,365,874	\$289,378	\$81,026	\$208,352	\$1,157,511	\$324,103	\$833,408	\$405,129
2032	\$505,895,607	\$5,058,956	\$335,317	\$93,889	\$241,428	\$1,341,266	\$375,555	\$965,712	\$469,443
2033	\$581,062,077	\$5,810,621	\$385,138	\$107,839	\$277,300	\$1,540,553	\$431,355	\$1,109,198	\$539,194
2034	\$684,467,119	\$6,844,671	\$453,677	\$127,030	\$326,647	\$1,814,708	\$508,118	\$1,306,590	\$635,148
2035	\$793,553,508	\$7,935,535	\$525,981	\$147,275	\$378,707	\$2,103,925	\$589,099	\$1,514,826	\$736,374
2036	\$908,569,060	\$9,085,691	\$602,216	\$168,620	\$433,595	\$2,408,863	\$674,482	\$1,734,381	\$843,102
2037	\$1,029,771,346	\$10,297,713	\$682,551	\$191,114	\$491,437	\$2,730,203	\$764,457	\$1,965,746	\$955,571
2038	\$1,157,428,058	\$11,574,281	\$767,164	\$214,806	\$552,358	\$3,068,655	\$859,224	\$2,209,432	\$1,074,029
2039	\$1,192,150,900	\$11,921,509	\$790,179	\$221,250	\$568,929	\$3,160,715	\$885,000	\$2,275,715	\$1,106,250
2040	\$1,227,915,427	\$12,279,154	\$813,884	\$227,888	\$585,997	\$3,255,537	\$911,550	\$2,343,986	\$1,139,438
2041	\$1,264,752,890	\$12,647,529	\$838,301	\$234,724	\$603,576	\$3,353,203	\$938,897	\$2,414,306	\$1,173,621
2042	\$1,302,695,476	\$13,026,955	\$863,450	\$241,766	\$621,684	\$3,453,799	\$967,064	\$2,486,735	\$1,208,830
2043	\$1,341,776,341	\$13,417,763	\$889,353	\$249,019	\$640,334	\$3,557,413	\$996,076	\$2,561,337	\$1,245,094
2044	\$1,382,029,631	\$13,820,296	\$916,034	\$256,489	\$659,544	\$3,664,135	\$1,025,958	\$2,638,177	\$1,282,447
2045	\$1,423,490,520	\$14,234,905	\$943,515	\$264,184	\$679,331	\$3,774,059	\$1,056,737	\$2,717,323	\$1,320,921
2046	\$1,466,195,235	\$14,661,952	\$971,820	\$272,110	\$699,711	\$3,887,281	\$1,088,439	\$2,798,842	\$1,360,548
2047	\$1,510,181,092	\$15,101,811	\$1,000,975	\$280,273	\$720,702	\$4,003,899	\$1,121,092	\$2,882,808	\$1,401,365
2048	\$1,555,486,525	\$15,554,865	\$1,031,004	\$288,681	\$742,323	\$4,124,016	\$1,154,725	\$2,969,292	\$1,443,406
2049	\$1,602,151,121	\$16,021,511	\$1,061,934	\$297,342	\$764,593	\$4,247,737	\$1,189,366	\$3,058,371	\$1,486,708
2050	\$1,650,215,655	\$16,502,157	\$1,093,792	\$306,262	\$787,530	\$4,375,169	\$1,225,047	\$3,150,122	\$1,531,309
2051	\$1,699,722,124	\$16,997,221	\$1,126,606	\$315,450	\$811,156	\$4,506,424	\$1,261,799	\$3,244,625	\$1,577,248
2052	\$1,750,713,788	\$17,507,138	\$1,160,404	\$324,913	\$835,491	\$4,641,617	\$1,299,653	\$3,341,964	\$1,624,566
2053	\$1,803,235,201	\$18,032,352	\$1,195,216	\$334,661	\$860,556	\$4,780,865	\$1,338,642	\$3,442,223	\$1,673,303
2054	\$1,857,332,258	\$18,573,323	\$1,231,073	\$344,700	\$886,372	\$4,924,291	\$1,378,802	\$3,545,490	\$1,723,502
2055	\$1,913,052,225	\$19,130,522	\$1,268,005	\$355,041	\$912,964	\$5,072,020	\$1,420,166	\$3,651,854	\$1,775,207
2056	\$1,970,443,792	\$19,704,438	\$1,306,045	\$365,693	\$940,352	\$5,224,181	\$1,462,771	\$3,761,410	\$1,828,463
2057	\$2,029,557,106	\$20,295,571	\$1,345,226	\$376,663	\$968,563	\$5,380,906	\$1,506,654	\$3,874,252	\$1,883,317
2058	\$2,090,443,819	\$20,904,438	\$1,385,583	\$387,963	\$997,620	\$5,542,333	\$1,551,853	\$3,990,480	\$1,939,817
2059	\$2,153,157,134	\$21,531,571	\$1,427,151	\$399,602	\$1,027,549	\$5,708,603	\$1,598,409	\$4,110,194	\$1,998,011
2060	\$2,217,751,848	\$22,177,518	\$1,469,965	\$411,590	\$1,058,375	\$5,879,861	\$1,646,361	\$4,233,500	\$2,057,951
2061	\$2,284,284,403	\$22,842,844	\$1,514,064	\$423,938	\$1,090,126	\$6,056,257	\$1,695,752	\$4,360,505	\$2,119,690

pt man ann

Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table B-3 for details.

Stockton

Table 11
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Projected Net Property Tax and EIFD Revenue Summary - Stockton (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			Total	City EIFD Revenue	EIFD Revenue County EIFD Revenue	Total
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total				
2021	\$2,303,683	\$0	\$2,303,683	\$2,834,266	\$0	\$2,834,266	\$0	\$0	\$0	\$0
2022	\$2,368,018	\$0	\$2,368,018	\$2,913,418	\$0	\$2,913,418	\$33,142	\$40,775	\$73,917	\$73,917
2023	\$2,610,697	\$3,260	\$2,613,957	\$3,211,992	\$13,039	\$3,225,031	\$159,838	\$201,303	\$361,141	\$361,141
2024	\$2,759,444	\$10,073	\$2,769,517	\$3,394,997	\$40,291	\$3,435,288	\$239,975	\$309,618	\$549,593	\$549,593
2025	\$2,870,193	\$17,292	\$2,887,485	\$3,531,255	\$69,167	\$3,600,421	\$300,746	\$394,686	\$695,433	\$695,433
2026	\$2,968,436	\$24,935	\$2,993,370	\$3,652,124	\$99,738	\$3,751,863	\$355,294	\$472,701	\$827,995	\$827,995
2027	\$3,154,025	\$36,022	\$3,190,048	\$3,880,459	\$144,089	\$4,024,548	\$344,697	\$462,888	\$807,585	\$807,585
2028	\$3,284,547	\$49,471	\$3,334,017	\$4,041,042	\$197,883	\$4,238,924	\$400,686	\$546,256	\$946,942	\$946,942
2029	\$3,373,544	\$63,693	\$3,437,238	\$4,150,537	\$254,774	\$4,405,311	\$440,827	\$610,962	\$1,051,789	\$1,051,789
2030	\$3,465,506	\$78,725	\$3,544,231	\$4,263,679	\$314,900	\$4,578,580	\$482,435	\$678,344	\$1,160,780	\$1,160,780
2031	\$3,560,530	\$94,601	\$3,655,131	\$4,380,589	\$378,405	\$4,758,994	\$525,563	\$748,505	\$1,274,069	\$1,274,069
2032	\$3,658,716	\$111,359	\$3,770,076	\$4,501,390	\$445,437	\$4,946,827	\$570,264	\$821,552	\$1,391,815	\$1,391,815
2033	\$3,788,441	\$129,038	\$3,917,479	\$4,660,993	\$516,150	\$5,177,143	\$627,587	\$911,119	\$1,538,706	\$1,538,706
2034	\$3,996,036	\$147,676	\$4,143,712	\$4,916,400	\$590,705	\$5,507,106	\$715,567	\$1,039,438	\$1,755,005	\$1,755,005
2035	\$4,204,273	\$167,317	\$4,371,590	\$5,172,599	\$669,269	\$5,841,868	\$804,186	\$1,169,623	\$1,973,809	\$1,973,809
2036	\$4,421,988	\$188,004	\$4,609,992	\$5,440,458	\$752,015	\$6,192,473	\$896,898	\$1,305,970	\$2,202,868	\$2,202,868
2037	\$4,649,563	\$209,781	\$4,859,344	\$5,720,448	\$839,124	\$6,559,572	\$993,868	\$1,448,730	\$2,442,598	\$2,442,598
2038	\$4,887,394	\$232,695	\$5,120,089	\$6,013,055	\$930,782	\$6,943,837	\$1,095,269	\$1,598,167	\$2,693,436	\$2,693,436
2039	\$5,116,057	\$256,796	\$5,372,853	\$6,294,385	\$1,027,184	\$7,321,569	\$1,193,566	\$1,745,062	\$2,938,629	\$2,938,629
2040	\$5,340,280	\$282,133	\$5,622,413	\$6,570,251	\$1,128,533	\$7,698,784	\$1,290,617	\$1,891,757	\$3,182,374	\$3,182,374
2041	\$5,573,932	\$314,814	\$5,888,746	\$6,857,717	\$1,259,255	\$8,116,972	\$1,394,191	\$2,054,386	\$3,448,577	\$3,448,577
2042	\$5,817,378	\$349,201	\$6,166,579	\$7,157,233	\$1,396,804	\$8,554,038	\$1,502,237	\$2,224,356	\$3,726,593	\$3,726,593
2043	\$6,070,995	\$385,368	\$6,456,363	\$7,469,263	\$1,541,473	\$9,010,736	\$1,614,931	\$2,401,960	\$4,016,892	\$4,016,892
2044	\$6,335,173	\$424,310	\$6,759,482	\$7,794,286	\$1,697,238	\$9,491,524	\$1,732,811	\$2,589,934	\$4,321,745	\$4,321,745
2045	\$6,521,622	\$457,481	\$6,979,103	\$8,023,679	\$1,829,923	\$9,853,601	\$1,818,219	\$2,729,742	\$4,547,960	\$4,547,960
2046	\$6,714,138	\$492,260	\$7,206,398	\$8,260,534	\$1,969,041	\$10,229,575	\$1,908,611	\$2,875,953	\$4,782,565	\$4,782,565
2047	\$6,912,915	\$528,715	\$7,441,630	\$8,505,094	\$2,114,859	\$10,619,953	\$1,998,090	\$3,027,767	\$5,025,858	\$5,025,858
2048	\$7,118,157	\$563,200	\$7,681,356	\$8,757,607	\$2,252,799	\$11,010,405	\$2,091,317	\$3,179,610	\$5,270,927	\$5,270,927
2049	\$7,330,072	\$595,434	\$7,925,506	\$9,018,330	\$2,381,736	\$11,400,066	\$2,186,264	\$3,331,144	\$5,517,409	\$5,517,409
2050	\$7,548,876	\$629,095	\$8,177,972	\$9,287,529	\$2,516,382	\$11,803,911	\$2,284,446	\$3,488,195	\$5,772,641	\$5,772,641
2051	\$7,774,792	\$664,241	\$8,439,033	\$9,565,478	\$2,656,963	\$12,222,441	\$2,385,969	\$3,650,926	\$6,036,926	\$6,036,926
2052	\$8,010,877	\$700,929	\$8,711,805	\$9,855,938	\$2,803,714	\$12,659,652	\$2,492,048	\$3,820,983	\$6,313,031	\$6,313,031
2053	\$8,231,852	\$739,220	\$8,971,072	\$10,127,808	\$2,956,879	\$13,084,687	\$2,596,874	\$3,986,275	\$6,579,149	\$6,579,149
2054	\$8,459,457	\$779,178	\$9,238,635	\$10,407,834	\$3,116,711	\$13,524,545	\$2,696,926	\$4,157,331	\$6,854,257	\$6,854,257
2055	\$8,693,890	\$820,868	\$9,514,758	\$10,696,262	\$3,283,472	\$13,979,733	\$2,804,307	\$4,334,348	\$7,138,655	\$7,138,655
2056	\$8,935,355	\$864,358	\$9,799,714	\$10,993,342	\$3,466,404	\$14,459,746	\$2,915,123	\$4,517,531	\$7,432,654	\$7,432,654
2057	\$9,184,065	\$911,701	\$10,095,766	\$11,299,334	\$3,646,804	\$14,946,138	\$3,030,255	\$4,710,172	\$7,740,427	\$7,740,427
2058	\$9,440,236	\$949,058	\$10,389,295	\$11,614,506	\$3,796,234	\$15,410,740	\$3,144,405	\$4,890,851	\$8,035,256	\$8,035,256
2059	\$9,704,092	\$987,837	\$10,691,929	\$11,939,133	\$3,951,348	\$15,890,481	\$3,263,096	\$5,077,417	\$8,339,513	\$8,339,513
2060	\$9,975,864	\$1,028,088	\$11,003,952	\$12,273,500	\$4,112,352	\$16,385,851	\$3,383,438	\$5,270,061	\$8,653,499	\$8,653,499
2061	\$10,255,789	\$1,069,865	\$11,325,654	\$12,617,897	\$4,279,460	\$16,897,357	\$3,508,544	\$5,468,980	\$8,977,524	\$8,977,524
TOTAL	\$237,390,899	\$16,358,091	\$253,748,990	\$292,066,639	\$65,432,365	\$357,499,004	\$52,216,128	\$94,184,409	\$156,400,538	\$156,400,538

Source: EPS. proj. stock

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Stockton
Existing City

Table 12
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Existing City Boundaries (Real \$)

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue			Total EIFD			
			City	County	Net County				
Formula	a	b=a*1.0%	c=b*16.71%	d	e=c-d	f=b*20.56%	g	h=f-g	d+g
2021	\$1,378,530,522	\$13,785,305	\$2,303,683	\$0	\$2,303,683	\$2,834,266	\$0	\$2,834,266	\$0
2022	\$1,436,860,838	\$14,368,608	\$2,401,160	\$33,142	\$2,368,018	\$2,954,193	\$40,775	\$2,913,418	\$73,917
2023	\$1,656,891,458	\$16,568,915	\$2,768,856	\$158,159	\$2,610,697	\$3,406,577	\$194,586	\$3,211,992	\$352,745
2024	\$1,791,755,605	\$17,917,556	\$2,994,230	\$234,786	\$2,759,444	\$3,683,859	\$288,862	\$3,394,997	\$523,647
2025	\$1,892,169,055	\$18,921,691	\$3,162,032	\$291,839	\$2,870,193	\$3,890,309	\$359,055	\$3,531,255	\$650,893
2026	\$1,981,242,793	\$19,812,428	\$3,310,884	\$342,449	\$2,968,436	\$4,073,446	\$421,321	\$3,652,124	\$763,770
2027	\$2,085,263,005	\$20,852,630	\$3,484,714	\$330,689	\$3,154,025	\$4,287,312	\$406,853	\$3,880,459	\$737,542
2028	\$2,193,741,310	\$21,937,413	\$3,665,994	\$381,447	\$3,284,547	\$4,510,344	\$469,302	\$4,041,042	\$850,749
2029	\$2,287,708,382	\$22,877,084	\$3,789,601	\$416,057	\$3,373,544	\$4,662,420	\$511,883	\$4,150,537	\$927,940
2030	\$2,344,139,111	\$23,441,391	\$3,917,326	\$451,820	\$3,465,506	\$4,819,562	\$555,883	\$4,263,679	\$1,007,703
2031	\$2,423,114,746	\$24,231,147	\$4,049,303	\$488,774	\$3,560,530	\$4,981,937	\$601,348	\$4,380,589	\$1,090,121
2032	\$2,504,719,194	\$25,047,192	\$4,185,674	\$526,957	\$3,658,716	\$5,149,716	\$648,326	\$4,501,390	\$1,175,283
2033	\$2,612,535,645	\$26,125,356	\$4,365,847	\$577,406	\$3,788,441	\$5,371,387	\$710,394	\$4,660,993	\$1,287,800
2034	\$2,785,070,424	\$27,850,704	\$4,654,173	\$658,137	\$3,996,036	\$5,726,119	\$809,719	\$4,916,400	\$1,467,856
2035	\$2,958,139,450	\$29,581,394	\$4,943,391	\$739,118	\$4,204,273	\$6,081,950	\$909,352	\$5,172,599	\$1,648,470
2036	\$3,139,086,054	\$31,390,861	\$5,245,774	\$823,785	\$4,421,988	\$6,453,977	\$1,013,519	\$5,440,458	\$1,837,305
2037	\$3,328,227,128	\$33,282,271	\$5,561,850	\$912,287	\$4,649,563	\$6,842,852	\$1,122,404	\$5,720,448	\$2,034,691
2038	\$3,525,891,490	\$35,258,915	\$5,892,170	\$1,004,776	\$4,887,394	\$7,249,251	\$1,236,196	\$6,013,055	\$2,240,972
2039	\$3,715,937,351	\$37,159,374	\$6,209,758	\$1,093,701	\$5,116,057	\$7,639,987	\$1,345,602	\$6,294,385	\$2,439,303
2040	\$3,902,292,328	\$39,022,923	\$6,521,179	\$1,180,899	\$5,340,280	\$8,023,133	\$1,452,883	\$6,570,251	\$2,633,782
2041	\$4,096,484,260	\$40,964,843	\$6,845,696	\$1,271,764	\$5,573,932	\$8,422,393	\$1,564,676	\$6,857,117	\$2,836,439
2042	\$4,298,815,645	\$42,988,156	\$7,183,815	\$1,366,437	\$5,817,378	\$8,838,387	\$1,681,154	\$7,157,233	\$3,047,591
2043	\$4,509,600,078	\$45,096,001	\$7,536,060	\$1,465,066	\$6,070,995	\$9,271,761	\$1,802,499	\$7,469,263	\$3,267,564
2044	\$4,729,162,642	\$47,291,626	\$7,902,974	\$1,567,802	\$6,335,173	\$9,723,183	\$1,928,897	\$7,794,286	\$3,496,698
2045	\$4,884,123,633	\$48,841,236	\$8,161,932	\$1,640,310	\$6,521,622	\$10,041,784	\$2,018,105	\$8,023,679	\$3,658,415
2046	\$5,044,126,037	\$50,441,260	\$8,429,314	\$1,715,177	\$6,714,138	\$10,370,749	\$2,110,215	\$8,260,534	\$3,825,392
2047	\$5,209,332,875	\$52,093,329	\$8,705,394	\$1,792,479	\$6,912,915	\$10,710,416	\$2,205,322	\$8,505,094	\$3,997,801
2048	\$5,379,912,409	\$53,799,124	\$8,990,452	\$1,872,295	\$7,118,157	\$11,061,128	\$2,303,521	\$8,757,607	\$4,175,817
2049	\$5,556,038,316	\$55,560,383	\$9,284,779	\$1,954,707	\$7,330,072	\$11,423,244	\$2,404,914	\$9,018,330	\$4,359,621
2050	\$5,737,889,855	\$57,378,899	\$9,588,674	\$2,039,797	\$7,548,876	\$11,797,131	\$2,509,602	\$9,287,529	\$4,549,400
2051	\$5,925,652,053	\$59,256,521	\$9,902,446	\$2,127,654	\$7,774,792	\$12,183,172	\$2,617,694	\$9,565,478	\$4,745,347
2052	\$6,121,865,645	\$61,218,656	\$10,200,341	\$2,219,464	\$8,010,877	\$12,586,588	\$2,730,650	\$9,855,938	\$4,950,114
2053	\$6,305,521,614	\$63,055,216	\$10,537,251	\$2,305,399	\$8,231,852	\$12,964,185	\$2,836,377	\$10,127,808	\$5,141,777
2054	\$6,494,687,263	\$64,946,873	\$10,853,369	\$2,393,912	\$8,469,457	\$13,353,111	\$2,945,277	\$10,407,834	\$5,339,189
2055	\$6,689,527,881	\$66,895,279	\$11,178,970	\$2,485,080	\$8,693,890	\$13,753,704	\$3,057,443	\$10,696,262	\$5,542,523
2056	\$6,890,213,717	\$68,902,137	\$11,514,339	\$2,578,984	\$8,935,355	\$14,166,315	\$3,172,974	\$10,993,342	\$5,751,958
2057	\$7,096,920,129	\$70,969,201	\$11,859,789	\$2,675,704	\$9,184,065	\$14,591,305	\$3,291,971	\$11,299,334	\$5,967,675
2058	\$7,309,827,733	\$73,098,277	\$12,215,562	\$2,775,326	\$9,440,236	\$15,029,044	\$3,414,538	\$11,614,506	\$6,189,864
2059	\$7,529,122,565	\$75,291,226	\$12,582,029	\$2,877,937	\$9,704,092	\$15,479,915	\$3,540,782	\$11,939,133	\$6,418,719
2060	\$7,754,996,241	\$77,549,962	\$12,959,490	\$2,983,626	\$9,975,864	\$15,944,313	\$3,670,813	\$12,273,500	\$6,654,439
2061	\$7,987,646,129	\$79,876,461	\$13,348,275	\$3,092,486	\$10,255,789	\$16,422,642	\$3,804,745	\$12,617,897	\$6,897,231

pt.stock ex

Source: San Joaquin County, City of Stockton, LWA; EPS.

[1] Refer to Table C-2 for details.

Stockton
Annexation Area

Table 13
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue				Total EIFD		
			City	County	Net City	County			
Formula	a	b=a*1.0%	c=b*7.23%	d	e=c-d	f=b*28.93%	g	h=f-g	e+h
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$6,829,544	\$68,295	\$4,939	\$1,679	\$3,260	\$19,756	\$6,717	\$13,039	\$16,299
2024	\$21,103,290	\$211,033	\$15,262	\$5,189	\$10,073	\$61,047	\$20,756	\$40,291	\$50,364
2025	\$36,227,315	\$362,273	\$26,199	\$8,908	\$17,292	\$104,798	\$35,631	\$69,167	\$86,458
2026	\$52,239,788	\$522,398	\$37,780	\$12,845	\$24,935	\$151,118	\$51,380	\$99,738	\$124,673
2027	\$69,180,405	\$691,804	\$50,031	\$14,009	\$36,022	\$200,124	\$56,035	\$144,089	\$180,112
2028	\$95,007,756	\$950,078	\$68,709	\$19,239	\$49,471	\$274,837	\$76,954	\$197,883	\$247,353
2029	\$122,322,486	\$1,223,225	\$88,463	\$24,770	\$63,693	\$353,853	\$99,079	\$254,774	\$318,467
2030	\$151,190,593	\$1,511,906	\$109,340	\$30,615	\$78,725	\$437,362	\$122,461	\$314,900	\$393,626
2031	\$181,680,696	\$1,816,807	\$131,391	\$36,789	\$94,601	\$525,563	\$147,158	\$378,405	\$473,007
2032	\$213,864,133	\$2,138,641	\$154,666	\$43,306	\$111,359	\$618,663	\$173,226	\$445,437	\$556,797
2033	\$247,815,064	\$2,478,151	\$179,219	\$50,181	\$129,038	\$716,875	\$200,725	\$516,150	\$645,188
2034	\$283,610,573	\$2,836,106	\$205,106	\$57,430	\$147,676	\$820,424	\$229,719	\$590,705	\$738,382
2035	\$321,330,780	\$3,213,308	\$232,385	\$65,068	\$167,317	\$929,541	\$260,271	\$669,269	\$836,587
2036	\$361,066,949	\$3,610,589	\$261,116	\$73,113	\$188,004	\$1,044,466	\$292,450	\$752,015	\$940,019
2037	\$402,881,610	\$4,028,816	\$291,362	\$81,581	\$209,781	\$1,165,450	\$326,326	\$839,124	\$1,048,905
2038	\$446,888,679	\$4,468,887	\$323,188	\$90,493	\$232,695	\$1,292,753	\$361,971	\$930,782	\$1,163,477
2039	\$493,173,577	\$4,931,736	\$356,661	\$99,865	\$256,796	\$1,426,645	\$399,461	\$1,027,184	\$1,283,980
2040	\$541,833,370	\$5,418,334	\$391,852	\$109,718	\$282,133	\$1,567,407	\$438,874	\$1,128,533	\$1,410,666
2041	\$604,595,736	\$6,045,957	\$437,241	\$122,428	\$314,814	\$1,748,965	\$489,710	\$1,259,255	\$1,574,068
2042	\$670,636,193	\$6,706,362	\$485,001	\$135,800	\$349,201	\$1,940,006	\$543,202	\$1,396,804	\$1,746,005
2043	\$740,094,942	\$7,400,949	\$535,234	\$149,865	\$385,368	\$2,140,935	\$599,462	\$1,541,473	\$1,926,841
2044	\$814,881,091	\$8,148,811	\$589,319	\$165,009	\$424,310	\$2,357,275	\$660,037	\$1,697,238	\$2,121,548
2045	\$878,585,860	\$8,785,859	\$635,390	\$177,909	\$457,481	\$2,541,559	\$711,637	\$1,829,923	\$2,287,403
2046	\$945,379,522	\$9,453,795	\$683,695	\$191,435	\$492,260	\$2,734,779	\$765,738	\$1,969,041	\$2,461,301
2047	\$1,015,390,077	\$10,153,901	\$734,326	\$205,611	\$528,715	\$2,937,304	\$822,445	\$2,114,859	\$2,643,574
2048	\$1,081,617,809	\$10,816,178	\$782,222	\$219,022	\$563,200	\$3,128,887	\$876,088	\$2,252,799	\$2,815,998
2049	\$1,143,523,412	\$11,435,234	\$826,992	\$231,558	\$595,434	\$3,307,966	\$926,231	\$2,381,736	\$2,977,170
2050	\$1,208,169,895	\$12,081,699	\$873,744	\$244,648	\$629,095	\$3,494,975	\$978,593	\$2,516,382	\$3,145,477
2051	\$1,275,685,996	\$12,756,660	\$922,557	\$258,316	\$664,241	\$3,690,226	\$1,033,263	\$2,656,963	\$3,321,204
2052	\$1,346,124,511	\$13,461,245	\$973,512	\$272,583	\$700,929	\$3,894,048	\$1,090,333	\$2,803,714	\$3,504,643
2053	\$1,419,662,436	\$14,196,624	\$1,026,694	\$287,474	\$739,220	\$4,106,777	\$1,149,898	\$2,956,879	\$3,696,099
2054	\$1,496,401,126	\$14,964,011	\$1,082,191	\$303,014	\$779,178	\$4,328,766	\$1,212,054	\$3,116,711	\$3,895,889
2055	\$1,576,466,440	\$15,764,664	\$1,140,094	\$319,226	\$820,868	\$4,560,377	\$1,276,906	\$3,283,472	\$4,104,339
2056	\$1,659,988,912	\$16,599,889	\$1,200,497	\$336,139	\$864,358	\$4,801,990	\$1,344,557	\$3,457,433	\$4,321,791
2057	\$1,750,910,077	\$17,509,101	\$1,266,550	\$354,550	\$911,701	\$5,065,005	\$1,418,201	\$3,646,804	\$4,558,504
2058	\$1,822,654,776	\$18,226,548	\$1,318,137	\$369,078	\$949,058	\$5,272,547	\$1,476,313	\$3,796,234	\$4,745,292
2059	\$1,897,128,338	\$18,971,283	\$1,371,996	\$384,159	\$987,837	\$5,487,983	\$1,536,635	\$3,951,348	\$4,939,185
2060	\$1,974,429,925	\$19,744,299	\$1,427,900	\$399,812	\$1,028,088	\$5,711,600	\$1,599,248	\$4,112,352	\$5,140,440
2061	\$2,054,662,191	\$20,546,622	\$1,485,924	\$416,059	\$1,069,865	\$5,943,694	\$1,664,234	\$4,279,460	\$5,349,325

PI stock ann

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table C-3 for details.

APPENDICES:



- Appendix A: City of Lathrop EIFD Revenue Estimating Tables
- Appendix B: City of Manteca EIFD Revenue Estimating Tables
- Appendix C: City of Stockton EIFD Revenue Estimating Tables
- Appendix D: Supporting Tables for EIFD Revenue Analysis

APPENDIX A:

City of Lathrop EIFD Revenue Estimating Tables



Table A-1	Projected Tax Increment to EIFD - Lathrop	A-1
Table A-2	Projected Tax Increment to EIFD Lathrop Existing City Boundaries	A-2
Table A-3	Projected Tax Increment to EIFD Lathrop Annexation Area	A-3
Table A-4	Assessed Value of New Development Lathrop Existing City	A-4
Table A-5	Assessed Value of New Development Lathrop Annexation Areas.....	A-5
Table A-6	Incremental Development Projections - Lathrop.....	A-6

Lathrop

Table A-1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Projected Tax Increment to EIFD - Lathrop (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment			Total EIFD
							City [1]	City EIFD	County [1]	
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	g	h=g*34%	i=g*34%	h+j
2020	\$2,865,506,688	\$85,965,201	\$0	\$2,951,471,889	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$2,951,471,889	\$88,544,157	\$164,891,629	\$3,204,907,674	\$253,435,786	\$2,534,358	\$96,763	\$475,376	\$161,628	\$258,390
2022	\$3,204,907,674	\$96,147,230	\$242,864,640	\$3,543,919,543	\$592,447,656	\$5,924,477	\$665,289	\$226,198	\$1,111,270	\$604,030
2023	\$3,543,919,545	\$106,317,586	\$238,895,491	\$3,889,132,623	\$937,660,734	\$9,376,607	\$1,052,946	\$358,002	\$1,758,795	\$955,992
2024	\$4,251,868,958	\$127,558,069	\$246,062,356	\$4,251,868,958	\$1,300,397,069	\$13,003,971	\$1,460,281	\$496,496	\$2,439,189	\$1,325,820
2025	\$4,651,868,958	\$127,558,069	\$271,874,723	\$4,651,868,958	\$1,689,827,860	\$16,998,279	\$1,905,305	\$647,804	\$3,195,784	\$1,734,370
2026	\$4,651,299,749	\$139,538,992	\$306,246,341	\$5,097,085,082	\$2,145,613,194	\$21,456,132	\$2,402,172	\$672,608	\$4,039,769	\$1,803,744
2027	\$5,097,085,082	\$152,912,552	\$330,314,479	\$5,580,312,114	\$2,628,840,225	\$26,288,402	\$2,940,863	\$823,442	\$4,954,447	\$2,210,687
2028	\$5,580,312,114	\$167,409,363	\$340,223,913	\$6,087,945,391	\$3,136,473,502	\$31,364,735	\$3,506,732	\$981,885	\$5,915,388	\$2,638,193
2029	\$6,087,945,391	\$182,638,362	\$284,409,395	\$6,554,993,147	\$3,603,521,259	\$36,035,213	\$4,026,784	\$1,127,489	\$6,800,705	\$3,031,697
2030	\$6,554,993,147	\$196,649,784	\$294,546,903	\$7,046,189,845	\$4,094,717,956	\$40,947,180	\$4,573,702	\$1,280,637	\$7,731,846	\$3,445,554
2031	\$7,046,189,845	\$211,385,685	\$250,437,680	\$7,508,013,220	\$4,556,541,332	\$45,565,413	\$5,087,374	\$1,424,465	\$8,608,441	\$3,834,828
2032	\$7,508,013,220	\$225,240,397	\$257,950,810	\$7,991,204,427	\$5,039,732,539	\$50,397,325	\$5,624,766	\$1,574,935	\$9,525,690	\$4,242,128
2033	\$8,487,856,875	\$254,635,706	\$261,507,869	\$8,487,856,875	\$5,536,384,986	\$55,363,850	\$6,176,989	\$1,729,557	\$10,468,789	\$4,660,818
2034	\$9,004,000,450	\$270,120,013	\$245,501,952	\$9,519,622,415	\$6,052,528,561	\$60,525,286	\$6,750,801	\$1,890,224	\$11,449,072	\$5,095,965
2035	\$9,519,622,415	\$285,588,672	\$252,867,011	\$10,058,078,098	\$7,106,606,210	\$71,066,062	\$7,931,883	\$2,220,871	\$13,432,091	\$5,529,319
2036	\$10,058,078,098	\$301,742,343	\$201,293,132	\$10,561,113,573	\$7,609,641,684	\$76,096,417	\$8,495,107	\$2,378,630	\$14,378,710	\$6,404,669
2037	\$10,561,113,573	\$316,833,407	\$207,331,925	\$11,085,278,905	\$8,133,807,017	\$81,338,070	\$9,082,214	\$2,543,020	\$15,365,054	\$7,304,241
2038	\$11,085,278,905	\$332,558,367	\$213,551,883	\$11,631,389,156	\$8,679,917,267	\$86,799,173	\$9,693,919	\$2,714,297	\$16,392,655	\$8,175,998
2039	\$11,631,389,156	\$348,941,675	\$157,224,191	\$12,137,555,021	\$9,186,083,133	\$91,860,831	\$10,260,722	\$2,873,002	\$17,345,429	\$9,121,971
2040	\$12,137,555,021	\$364,126,651	\$166,787,221	\$12,668,468,893	\$9,716,997,005	\$97,169,970	\$10,855,269	\$3,039,475	\$18,344,723	\$10,143,649
2041	\$12,668,468,893	\$380,054,067	\$171,790,838	\$13,220,313,798	\$10,268,841,909	\$102,688,419	\$11,473,270	\$3,212,516	\$19,383,382	\$11,246,745
2042	\$13,220,313,798	\$396,608,414	\$176,944,563	\$13,793,867,775	\$10,842,395,886	\$108,423,959	\$12,115,598	\$3,392,368	\$20,462,868	\$12,437,386
2043	\$13,793,867,775	\$413,816,033	\$182,252,900	\$14,389,936,708	\$11,438,464,819	\$114,384,648	\$12,783,158	\$3,579,284	\$21,584,695	\$13,067,572
2044	\$14,389,936,708	\$431,698,101	\$187,720,487	\$15,009,355,296	\$12,057,983,407	\$120,578,834	\$13,476,984	\$3,773,528	\$22,750,433	\$13,609,982
2045	\$15,009,355,296	\$450,280,659	\$193,352,101	\$15,652,988,056	\$12,701,516,168	\$127,015,162	\$14,197,746	\$3,975,369	\$23,961,706	\$14,300,722
2046	\$15,652,988,056	\$469,589,642	\$199,152,865	\$16,321,730,363	\$13,370,258,474	\$133,702,585	\$14,946,748	\$4,185,089	\$25,220,198	\$15,090,663
2047	\$16,321,730,363	\$489,651,911	\$205,127,244	\$17,016,509,518	\$14,065,037,629	\$140,650,376	\$15,742,928	\$4,402,980	\$26,527,651	\$15,830,722
2048	\$17,016,509,518	\$510,495,286	\$211,281,062	\$17,738,285,865	\$14,786,813,977	\$147,868,140	\$16,533,365	\$4,629,342	\$27,885,871	\$16,684,647
2049	\$17,738,285,865	\$532,148,576	\$217,619,494	\$18,488,053,935	\$15,536,582,046	\$155,365,820	\$17,373,172	\$4,864,488	\$29,296,726	\$17,437,386
2050	\$18,488,053,935	\$554,641,618	\$217,635,050	\$19,260,330,603	\$16,308,858,715	\$163,088,587	\$18,238,192	\$5,106,694	\$30,749,936	\$18,246,745
2051	\$19,260,330,603	\$577,809,918	\$224,164,102	\$20,062,304,623	\$17,110,832,735	\$171,108,327	\$19,136,493	\$5,358,218	\$32,258,989	\$19,121,971
2052	\$20,062,304,623	\$601,869,139	\$230,889,025	\$20,895,062,787	\$17,943,590,988	\$179,435,909	\$20,069,295	\$5,619,403	\$33,825,928	\$20,069,982
2053	\$20,895,062,787	\$626,851,884	\$224,850,167	\$21,759,730,366	\$18,708,000,555	\$188,082,585	\$21,037,860	\$5,890,601	\$35,452,868	\$21,037,860
2054	\$21,759,730,366	\$652,791,911	\$244,950,167	\$22,657,472,444	\$19,506,000,000	\$197,060,006	\$22,043,493	\$6,172,178	\$37,141,998	\$22,043,493
2055	\$22,657,472,444	\$679,724,173	\$252,298,672	\$23,589,495,289	\$20,338,023,400	\$206,380,234	\$23,087,548	\$6,464,514	\$38,895,586	\$23,087,548
2056	\$23,589,495,289	\$707,684,859	\$259,867,632	\$24,551,047,779	\$21,205,575,891	\$216,055,759	\$24,171,423	\$6,767,959	\$40,715,979	\$24,171,423
2057	\$24,551,047,779	\$736,711,433	\$267,663,661	\$25,561,422,873	\$22,009,950,985	\$226,099,510	\$25,296,570	\$7,083,039	\$42,605,607	\$25,296,570
2058	\$25,561,422,873	\$766,842,686	\$275,693,571	\$26,603,959,130	\$23,652,487,241	\$236,524,872	\$26,464,487	\$7,410,056	\$44,586,985	\$26,464,487
2059	\$26,603,959,130	\$798,118,774	\$310,843,569	\$27,712,921,473	\$24,761,449,584	\$247,614,496	\$27,706,915	\$7,757,936	\$46,653,137	\$27,706,915
2060	\$27,712,921,473	\$831,387,644	\$0	\$28,544,309,117	\$25,592,837,229	\$255,928,372	\$28,637,553	\$8,018,515	\$48,218,816	\$28,637,553
2061										

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2019-20 beginning assessed value.
 [2] See Table A-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs.
 In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table A-2 and Table A-3 for more details.

DRAFT

Table A-2
Mosside Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Existing City Boundaries (Real \$)

Lathrop
Existing City

Table with columns: Fiscal Year Ending, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in AV starting in 2021, Gross Tax Increment, City [1], City EIFD Allocation, City EIFD, City, County [1], County EIFD Allocation, County EIFD, Total EIFD. Rows 2020-2061.

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.

[2] See Table A-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs. In 2020-21 and 2021-22 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

DRAFT

Lathrop
Annexation Area

Table A-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Annexation Area (Real \$)

Fiscal Year	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV starting in 2021	Gross Tax Increment	Net Tax Increment				County EIFD Allocation	County EIFD	Total EIFD
							City [1]	City EIFD Allocation	City EIFD	County [1]			
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*7.0%	g=f*6.94%	h	i=g*h	j=f*7.25%	k	l=m+h	
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0	
2025	\$0	\$0	\$8,195,079	\$8,195,079	\$8,195,079	\$81,951	\$5,686	34%	\$1,933	\$22,743	34%	\$7,733	
2026	\$8,195,079	\$245,852	\$8,440,932	\$16,881,864	\$16,881,864	\$168,819	\$11,713	28%	\$3,280	\$46,852	28%	\$13,118	
2027	\$16,881,864	\$506,456	\$8,694,160	\$26,082,479	\$26,082,479	\$260,825	\$18,096	28%	\$5,067	\$72,386	28%	\$20,268	
2028	\$35,819,938	\$1,074,598	\$9,223,634	\$35,819,938	\$35,819,938	\$358,199	\$24,852	28%	\$6,959	\$99,410	28%	\$27,835	
2029	\$46,118,170	\$1,383,545	\$9,500,343	\$46,118,170	\$46,118,170	\$461,182	\$31,997	28%	\$8,959	\$127,990	28%	\$35,837	
2030	\$57,002,059	\$1,710,062	\$9,785,353	\$57,002,059	\$57,002,059	\$570,021	\$39,549	28%	\$11,074	\$158,195	28%	\$44,295	
2031	\$68,497,474	\$2,054,924	\$10,078,914	\$68,497,474	\$68,497,474	\$684,975	\$47,525	28%	\$13,307	\$190,098	28%	\$53,228	
2032	\$80,631,312	\$2,418,939	\$10,381,281	\$80,631,312	\$80,631,312	\$806,313	\$55,943	28%	\$15,664	\$223,773	28%	\$62,656	
2033	\$93,431,533	\$2,802,946	\$10,692,720	\$93,431,533	\$93,431,533	\$934,315	\$64,824	28%	\$18,151	\$259,297	28%	\$72,603	
2034	\$106,927,199	\$3,207,816	\$0	\$106,927,199	\$106,927,199	\$1,069,272	\$74,188	28%	\$20,773	\$296,751	28%	\$83,090	
2035	\$110,135,015	\$3,304,050	\$0	\$110,135,015	\$110,135,015	\$1,101,350	\$76,413	28%	\$21,396	\$305,653	28%	\$85,583	
2036	\$113,439,065	\$3,403,172	\$0	\$113,439,065	\$113,439,065	\$1,134,391	\$78,706	28%	\$22,038	\$314,823	28%	\$88,150	
2037	\$116,842,237	\$3,505,267	\$0	\$116,842,237	\$116,842,237	\$1,168,422	\$81,067	28%	\$22,699	\$324,268	28%	\$90,795	
2038	\$120,347,504	\$3,610,425	\$0	\$120,347,504	\$120,347,504	\$1,203,475	\$83,489	28%	\$23,380	\$333,996	28%	\$93,519	
2039	\$123,957,929	\$3,718,738	\$0	\$123,957,929	\$123,957,929	\$1,239,579	\$86,004	28%	\$24,081	\$344,015	28%	\$96,324	
2040	\$127,676,667	\$3,830,300	\$0	\$127,676,667	\$127,676,667	\$1,276,767	\$88,584	28%	\$24,804	\$354,336	28%	\$99,214	
2041	\$131,506,967	\$3,945,209	\$0	\$131,506,967	\$131,506,967	\$1,315,072	\$91,241	28%	\$25,548	\$364,966	28%	\$102,190	
2042	\$135,452,176	\$4,063,565	\$0	\$135,452,176	\$135,452,176	\$1,354,522	\$93,979	28%	\$26,314	\$375,915	28%	\$105,256	
2043	\$139,515,742	\$4,185,472	\$0	\$139,515,742	\$139,515,742	\$1,395,157	\$96,798	28%	\$27,103	\$387,192	28%	\$108,414	
2044	\$143,701,214	\$4,311,036	\$0	\$143,701,214	\$143,701,214	\$1,437,012	\$99,702	28%	\$27,917	\$398,808	28%	\$111,666	
2045	\$148,012,250	\$4,440,368	\$0	\$148,012,250	\$148,012,250	\$1,480,123	\$102,693	28%	\$28,754	\$410,772	28%	\$115,016	
2046	\$152,452,618	\$4,573,579	\$0	\$152,452,618	\$152,452,618	\$1,524,526	\$105,774	28%	\$29,617	\$423,086	28%	\$118,467	
2047	\$157,026,196	\$4,710,786	\$0	\$157,026,196	\$157,026,196	\$1,570,262	\$108,947	28%	\$30,505	\$435,788	28%	\$122,021	
2048	\$161,736,982	\$4,852,109	\$0	\$161,736,982	\$161,736,982	\$1,617,370	\$112,216	28%	\$31,420	\$448,662	28%	\$125,681	
2049	\$166,589,092	\$4,997,673	\$0	\$166,589,092	\$166,589,092	\$1,665,891	\$115,582	28%	\$32,363	\$462,328	28%	\$129,452	
2050	\$171,586,764	\$5,147,603	\$0	\$171,586,764	\$171,586,764	\$1,715,868	\$119,049	28%	\$33,334	\$476,198	28%	\$133,335	
2051	\$176,734,367	\$5,302,031	\$0	\$176,734,367	\$176,734,367	\$1,767,344	\$122,621	28%	\$34,334	\$490,484	28%	\$137,335	
2052	\$182,036,398	\$5,461,092	\$0	\$182,036,398	\$182,036,398	\$1,820,364	\$126,300	28%	\$35,364	\$505,198	28%	\$141,456	
2053	\$187,497,490	\$5,624,925	\$0	\$187,497,490	\$187,497,490	\$1,874,975	\$130,089	28%	\$36,425	\$520,354	28%	\$145,699	
2054	\$193,122,415	\$5,793,672	\$0	\$193,122,415	\$193,122,415	\$1,931,224	\$133,991	28%	\$37,518	\$535,965	28%	\$150,070	
2055	\$198,916,087	\$5,967,483	\$0	\$198,916,087	\$198,916,087	\$1,989,161	\$138,011	28%	\$38,643	\$552,044	28%	\$154,572	
2056	\$204,883,570	\$6,146,507	\$0	\$204,883,570	\$204,883,570	\$2,048,836	\$142,151	28%	\$39,802	\$568,605	28%	\$159,209	
2057	\$211,030,077	\$6,330,922	\$0	\$211,030,077	\$211,030,077	\$2,110,307	\$146,416	28%	\$42,226	\$585,663	28%	\$163,986	
2058	\$217,360,979	\$6,520,829	\$0	\$217,360,979	\$217,360,979	\$2,173,610	\$150,808	28%	\$44,493	\$603,233	28%	\$168,905	
2059	\$223,881,809	\$6,716,454	\$0	\$223,881,809	\$223,881,809	\$2,238,818	\$155,333	28%	\$46,798	\$621,330	28%	\$173,972	
2060	\$230,598,263	\$6,917,948	\$0	\$230,598,263	\$230,598,263	\$2,305,982	\$164,792	28%	\$49,142	\$639,970	28%	\$179,192	
2061	\$237,516,211	\$7,121,162	\$0	\$237,516,211	\$237,516,211	\$2,375,162	\$169,211	28%	\$51,521	\$659,169	28%	\$184,567	

Source: San Joaquin County, City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
 [2] See Table A-5 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs.
 [3] In 2020-21 and 2021-22 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value. As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

Table A-4
 Mossdale Tract Infrastructure Finance Plan
 EFD Revenue Analysis
 Assessed Value of New Development - Lathrop Existing City (2019 and Real \$)

Fiscal Year Ending	Assessed Value of New Development [1]										Escalation Factor [2]	Total with Annual Sales Price Increase	
	Subtotal Residential					Subtotal Nonres.							Total (2019\$)
	Low Density Residential	High Density Residential	Subtotal Residential	Retail	Office	Industrial	Office	Industrial	Nonres.	Total (2019\$)			
AV per Dwelling Unit		AV per Bldg. Sq. Ft.		AV per Bldg. Sq. Ft.		AV per Bldg. Sq. Ft.		AV per Bldg. Sq. Ft.		AV per Bldg. Sq. Ft.			
\$ 500,000		\$ 200,000		\$ 250		\$ 250		\$ 250		\$ 700			
2020	\$0	\$0	\$0	\$14,110,275	\$9,406,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2021	\$32,000,000	\$8,800,000	\$40,800,000	\$28,220,550	\$18,813,700	\$101,221,300	\$91,109,050	\$114,626,175	\$114,626,175	\$155,426,175	1.030	\$164,891,629	
2022	\$64,000,000	\$10,000,000	\$74,000,000	\$28,220,550	\$18,813,700	\$101,221,300	\$101,221,300	\$148,255,550	\$148,255,550	\$222,255,550	1.093	\$242,864,640	
2023	\$64,000,000	\$0	\$64,000,000	\$28,220,550	\$18,813,700	\$101,221,300	\$101,221,300	\$148,255,550	\$148,255,550	\$212,255,550	1.126	\$238,895,491	
2024	\$64,000,000	\$0	\$64,000,000	\$27,363,750	\$18,242,500	\$101,221,300	\$101,221,300	\$146,827,550	\$146,827,550	\$220,827,550	1.159	\$246,062,356	
2025	\$74,000,000	\$0	\$74,000,000	\$25,393,050	\$16,928,700	\$101,221,300	\$101,221,300	\$143,543,050	\$143,543,050	\$242,143,050	1.230	\$297,805,409	
2026	\$74,000,000	\$24,600,000	\$98,600,000	\$25,393,050	\$16,928,700	\$112,968,300	\$112,968,300	\$155,290,050	\$155,290,050	\$253,890,050	1.267	\$321,620,319	
2027	\$74,000,000	\$24,600,000	\$98,600,000	\$25,393,050	\$16,928,700	\$112,968,300	\$112,968,300	\$155,290,050	\$155,290,050	\$253,890,050	1.305	\$331,268,929	
2028	\$74,000,000	\$24,600,000	\$98,600,000	\$25,393,050	\$16,928,700	\$63,842,300	\$63,842,300	\$106,164,050	\$106,164,050	\$204,764,050	1.344	\$275,185,761	
2029	\$74,000,000	\$24,600,000	\$98,600,000	\$40,304,100	\$26,869,400	\$34,750,200	\$34,750,200	\$101,923,700	\$101,923,700	\$205,923,700	1.384	\$285,046,560	
2030	\$74,000,000	\$30,000,000	\$104,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$168,788,700	1.426	\$240,652,327	
2031	\$74,000,000	\$5,800,000	\$79,800,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$168,788,700	1.469	\$247,871,896	
2032	\$74,000,000	\$5,800,000	\$79,800,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$168,788,700	1.513	\$246,535,033	
2033	\$74,000,000	\$0	\$74,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$168,788,700	1.558	\$250,815,149	
2034	\$72,000,000	\$0	\$72,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$168,788,700	1.605	\$245,501,952	
2035	\$64,000,000	\$0	\$64,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$152,988,700	1.653	\$252,867,011	
2036	\$64,000,000	\$0	\$64,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$152,988,700	1.702	\$201,293,132	
2037	\$64,000,000	\$0	\$64,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$152,988,700	1.754	\$207,331,925	
2038	\$64,000,000	\$0	\$64,000,000	\$32,543,100	\$21,695,400	\$34,750,200	\$34,750,200	\$88,988,700	\$88,988,700	\$152,988,700	1.806	\$213,551,883	
2039	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	1.860	\$157,224,191	
2040	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	1.916	\$166,787,221	
2041	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	1.974	\$171,790,838	
2042	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.033	\$176,944,563	
2043	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.094	\$182,252,900	
2044	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.157	\$187,720,487	
2045	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.221	\$193,352,101	
2046	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.288	\$199,152,665	
2047	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.357	\$205,127,244	
2048	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.427	\$211,281,062	
2049	\$64,000,000	\$0	\$64,000,000	\$13,827,000	\$9,218,000	\$64,000,000	\$64,000,000	\$23,045,000	\$23,045,000	\$87,045,000	2.500	\$217,619,494	
2050	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.575	\$217,635,050	
2051	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.652	\$224,164,102	
2052	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.732	\$230,889,025	
2053	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.814	\$237,815,696	
2054	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.898	\$244,950,167	
2055	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	2.985	\$252,298,672	
2056	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	3.075	\$259,867,632	
2057	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	3.167	\$267,663,661	
2058	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	3.262	\$275,693,571	
2059	\$64,000,000	\$0	\$64,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750	3.360	\$310,843,569	
2060	\$72,000,000	\$0	\$72,000,000	\$12,309,450	\$8,206,300	\$64,000,000	\$64,000,000	\$20,515,750	\$20,515,750	\$84,515,750			

Source: San Joaquin County, City of Lathrop, LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
 [2] Based on a 3 percent annual growth factor.

Lathrop
Annexation Area

Table A-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Annexation Areas (2019 and Real \$)

Fiscal Year Ending	Assessed Value of New Development [1]						Subtotal Nonres.	Total (2019\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Low Density Residential	High Density Residential	Subtotal Residential	Retail	Office	Industrial				
Assumption	AV per Dwelling Unit		AV per Bldg. Sq. Ft.							
	\$ 500,000		\$ 200,000		\$ 250		\$ 250			
					\$ 100		\$ 100			
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.061	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.093	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.126	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.159	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.194	\$6,195,079
2026	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.230	\$8,440,832
2027	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.267	\$8,694,160
2028	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.305	\$8,954,985
2029	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.344	\$9,223,634
2030	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.384	\$9,500,343
2031	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.426	\$9,785,353
2032	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.469	\$10,078,914
2033	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.513	\$10,381,281
2034	\$0	\$0	\$0	\$0	\$0	\$0	\$6,863,250	\$6,863,250	1.558	\$10,692,720
2035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.605	\$0
2036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.653	\$0
2037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.702	\$0
2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.754	\$0
2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.806	\$0
2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.860	\$0
2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.916	\$0
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.974	\$0
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.033	\$0
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.094	\$0
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.157	\$0
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.221	\$0
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.288	\$0
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.357	\$0
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.427	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.500	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.575	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.652	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.732	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.814	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.898	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.985	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.075	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.167	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.262	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.360	\$0

Source: San Joaquin County, City of Lathrop; LWA; EPS

[1] Calculated as annual projected dwelling units/bldg sq. ft. multiplied by AV per dwelling unit/bldg sq. ft. See Table A-6 for development projections
 [2] Based on a 3 percent annual growth factor

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Lathrop

Fiscal Year Ending	Dwelling Units			Existing City					TOTAL	Building Square Feet				Total
	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	Total	Building Square Feet						
								Retail		Office	Industrial	Total		
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	64	44	108	56,441	37,627	911,091	-	-	-	-	-	-	-	1,005,159
2022	128	50	178	112,882	75,255	1,012,213	-	-	-	-	-	-	-	1,200,350
2023	128	-	128	112,882	75,255	1,012,213	-	-	-	-	-	-	-	1,200,350
2024	128	-	128	112,882	75,255	1,012,213	-	-	-	-	-	-	-	1,200,350
2025	148	-	148	109,455	72,970	1,012,213	-	-	-	-	-	-	-	1,194,638
2026	148	123	271	101,572	67,715	1,012,213	-	-	-	-	-	-	-	1,181,500
2027	148	123	271	101,572	67,715	1,129,683	-	-	-	-	-	-	-	1,298,970
2028	148	123	271	101,572	67,715	1,129,683	-	-	-	-	-	-	-	1,298,970
2029	148	123	271	101,572	67,715	638,423	-	-	-	-	-	-	-	807,710
2030	148	150	298	161,216	107,478	347,502	-	-	-	-	-	-	-	616,196
2031	148	29	177	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2032	148	29	177	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2033	148	-	148	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2034	144	-	144	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2035	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2036	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2037	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2038	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2039	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2040	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2041	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2042	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2043	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2044	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2045	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2046	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2047	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2048	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2049	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2050	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2051	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2052	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2053	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2054	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2055	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2056	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2057	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2058	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2059	128	-	128	130,172	86,782	347,502	-	-	-	-	-	-	-	564,456
2060	144	-	144	49,238	32,825	32,825	-	-	-	-	-	-	-	82,063
Total	5,268	794	6,062	3,338,295	2,225,530	11,302,459	-	-	-	-	-	-	-	16,866,284

Source: San Joaquin County; City of Lathrop; LWA; EPS.

Lathrop

Table A-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Lathrop

Fiscal Year Ending	Dwelling Units			Annexation Area				TOTAL	Building Square Feet				Total	
	Single Family Residential	Multifamily Residential		Retail	Office	Industrial								
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2026	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2027	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2028	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2029	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2030	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2031	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2032	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2033	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2034	-	-	-	-	27,453	-	-	27,453	-	-	-	-	-	27,453
2035	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	274,530	-	-	-	-	-	-	274,530

Source: San Joaquin County; City of Lathrop; LWA; EPS.

APPENDIX B:

City of Manteca EIFD Revenue Estimating Tables



Table B-1	Projected Tax Increment to EIFD - Manteca	B-1
Table B-2	Projected Tax Increment to EIFD Manteca Existing City Boundaries	B-2
Table B-3	Projected Tax Increment to EIFD Manteca Annexation Area	B-3
Table B-4	Assessed Value of New Development Manteca Existing City	B-4
Table B-5	Assessed Value of New Development Manteca Annexation Areas.....	B-5
Table B-6	Incremental Development Projections - Manteca.....	B-6

Table B-1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Projected Tax Increment to EIFD - Manteca (Real \$)

Manteca

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	City		County		Total EIFD
							EIFD	County [1]	EIFD	County [1]	
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	g=3.4%	h=g*3.4%	i=h*3.4%	j=i*3.4%	k=j
2020	\$923,748,858	\$27,712,466	\$0	\$951,461,324	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$951,461,324	\$28,543,840	\$45,961,967	\$1,025,967,131	\$74,505,807	\$745,058	\$106,519	\$36,217	\$147,841	\$50,266	\$86,483
2022	\$1,025,967,131	\$30,779,014	\$304,430,100	\$1,361,176,245	\$409,714,921	\$4,097,149	\$625,381	\$212,630	\$867,983	\$295,114	\$507,744
2023	\$1,361,176,245	\$40,835,287	\$421,020,956	\$1,823,032,488	\$871,571,165	\$8,715,712	\$1,251,659	\$425,680	\$1,814,036	\$616,772	\$1,042,336
2024	\$1,823,032,488	\$54,690,975	\$355,477,097	\$2,233,200,560	\$1,281,739,236	\$12,817,392	\$1,801,999	\$612,680	\$2,659,300	\$904,162	\$1,516,842
2025	\$2,233,200,560	\$66,996,017	\$458,547,684	\$2,758,744,261	\$1,807,282,938	\$18,072,829	\$2,515,154	\$855,153	\$3,735,359	\$1,270,022	\$2,125,175
2026	\$2,758,744,261	\$82,762,328	\$342,029,726	\$3,183,536,315	\$2,232,074,991	\$22,320,750	\$3,082,039	\$862,971	\$4,613,436	\$1,291,762	\$2,154,733
2027	\$3,183,536,315	\$95,506,089	\$328,235,920	\$3,607,278,325	\$2,655,817,001	\$26,558,170	\$3,645,093	\$1,020,626	\$5,491,455	\$1,537,607	\$2,558,233
2028	\$3,607,278,325	\$108,218,350	\$328,258,056	\$4,043,754,731	\$3,092,293,407	\$30,922,934	\$4,223,922	\$1,182,698	\$6,396,857	\$1,791,120	\$2,973,818
2029	\$4,043,754,731	\$121,312,642	\$346,964,642	\$4,514,032,015	\$3,562,570,691	\$35,625,707	\$4,948,536	\$1,357,590	\$7,371,539	\$2,064,031	\$3,421,621
2030	\$4,514,032,015	\$135,420,960	\$311,504,484	\$4,960,957,459	\$4,009,496,135	\$40,094,961	\$5,437,113	\$1,522,392	\$8,302,189	\$2,324,613	\$3,847,005
2031	\$4,960,957,459	\$148,828,724	\$310,691,072	\$5,420,477,254	\$4,469,015,930	\$44,690,159	\$6,040,929	\$1,691,460	\$9,260,237	\$2,592,866	\$4,284,327
2032	\$5,420,477,254	\$162,614,318	\$317,038,023	\$5,900,129,595	\$4,948,668,271	\$49,486,683	\$6,669,036	\$1,867,330	\$10,262,141	\$2,873,400	\$4,740,730
2033	\$5,900,129,595	\$177,003,888	\$350,733,053	\$6,427,866,532	\$5,476,405,212	\$54,764,052	\$7,344,234	\$2,056,385	\$11,378,294	\$3,185,922	\$5,242,308
2034	\$6,427,866,536	\$192,835,996	\$360,515,010	\$6,981,217,543	\$6,029,756,219	\$60,297,562	\$8,051,694	\$2,254,474	\$12,549,061	\$3,513,737	\$5,768,211
2035	\$6,981,217,543	\$209,436,526	\$286,467,486	\$7,477,121,555	\$6,525,660,232	\$65,256,602	\$8,672,477	\$2,428,294	\$13,609,792	\$3,810,742	\$6,684,952
2036	\$7,477,121,555	\$224,313,647	\$245,715,745	\$7,947,150,947	\$6,995,689,623	\$69,956,896	\$9,251,523	\$2,793,723	\$14,623,306	\$4,094,526	\$7,089,018
2037	\$7,947,150,947	\$238,414,528	\$188,022,496	\$8,373,587,971	\$7,422,126,647	\$74,221,266	\$9,763,296	\$2,930,416	\$16,251,967	\$4,550,551	\$7,412,827
2038	\$8,373,587,971	\$251,207,639	\$88,552,056	\$8,713,347,666	\$8,776,404,878	\$77,618,863	\$10,222,416	\$2,862,277	\$18,338,797	\$5,134,863	\$8,379,526
2039	\$8,713,347,666	\$261,400,430	\$91,208,617	\$9,065,956,713	\$8,114,495,389	\$81,144,954	\$11,178,852	\$2,995,750	\$16,975,500	\$4,753,140	\$7,748,890
2040	\$9,065,956,713	\$271,978,701	\$83,341,197	\$9,421,276,611	\$8,469,815,287	\$84,698,153	\$11,828,852	\$3,130,079	\$17,705,128	\$4,957,436	\$8,087,514
2041	\$9,421,276,611	\$282,638,298	\$23,951,293	\$9,727,866,202	\$8,776,404,878	\$87,764,049	\$12,446,879	\$3,244,662	\$18,338,797	\$5,134,863	\$8,379,526
2042	\$9,727,866,202	\$291,835,986	\$24,669,831	\$10,044,372,020	\$9,092,910,696	\$90,929,107	\$12,010,613	\$3,362,972	\$18,992,903	\$5,318,013	\$8,680,984
2043	\$10,044,372,020	\$301,331,161	\$25,409,926	\$10,371,113,107	\$9,419,651,783	\$94,196,518	\$12,446,879	\$3,485,126	\$19,668,100	\$5,507,068	\$8,992,184
2044	\$10,371,113,107	\$311,133,393	\$26,172,224	\$10,708,418,724	\$9,756,957,400	\$97,569,574	\$12,897,323	\$3,611,250	\$20,385,066	\$5,702,218	\$9,313,469
2045	\$11,056,628,676	\$321,252,562	\$26,957,391	\$11,416,093,649	\$10,064,632,326	\$104,646,323	\$13,842,592	\$3,741,473	\$21,084,499	\$5,903,660	\$9,645,133
2046	\$11,416,093,649	\$342,482,809	\$28,599,096	\$11,787,175,555	\$10,835,714,231	\$108,357,142	\$14,338,377	\$4,014,746	\$22,593,672	\$6,326,228	\$10,340,974
2047	\$11,787,175,555	\$353,615,267	\$29,457,069	\$12,170,247,890	\$11,218,786,566	\$112,187,866	\$14,850,263	\$4,158,074	\$23,384,923	\$6,547,778	\$10,705,852
2048	\$12,170,247,890	\$365,107,437	\$30,340,781	\$12,565,696,108	\$11,614,234,784	\$116,142,348	\$15,378,768	\$4,306,055	\$24,201,665	\$6,776,466	\$11,082,521
2049	\$12,565,696,108	\$376,970,883	\$31,251,004	\$12,973,917,995	\$12,022,456,672	\$120,224,567	\$15,924,430	\$4,458,840	\$25,044,715	\$7,012,520	\$11,471,361
2050	\$12,973,917,995	\$389,217,540	\$32,188,534	\$13,395,324,070	\$12,443,862,746	\$124,438,627	\$16,487,802	\$4,616,585	\$25,914,918	\$7,256,177	\$11,872,762
2051	\$13,395,324,070	\$401,859,722	\$33,154,190	\$13,830,337,982	\$12,878,876,658	\$128,788,767	\$17,069,456	\$4,779,448	\$26,813,142	\$7,507,680	\$12,287,128
2052	\$13,830,337,982	\$414,910,139	\$34,148,816	\$14,279,396,938	\$13,327,935,614	\$133,279,356	\$17,669,982	\$4,947,595	\$27,740,288	\$7,767,281	\$12,714,875
2053	\$14,279,396,938	\$428,381,908	\$35,173,281	\$14,742,952,127	\$13,791,490,803	\$137,914,908	\$18,289,987	\$5,121,196	\$28,697,280	\$8,035,238	\$13,156,435
2054	\$14,742,952,127	\$442,288,564	\$33,011,390	\$15,218,252,081	\$14,266,790,757	\$142,667,908	\$18,925,503	\$5,299,141	\$29,678,692	\$8,310,034	\$13,609,175
2055	\$15,218,252,081	\$456,547,562	\$0	\$15,674,799,643	\$14,723,338,319	\$147,233,383	\$19,532,888	\$5,469,209	\$30,624,042	\$8,574,732	\$14,043,940
2056	\$15,674,799,643	\$470,243,989	\$0	\$16,145,043,632	\$15,177,933,618	\$151,935,823	\$20,185,494	\$5,644,378	\$31,597,753	\$8,847,371	\$14,491,749
2057	\$16,145,043,632	\$484,351,309	\$0	\$16,629,394,941	\$15,677,833,618	\$156,779,336	\$20,802,869	\$5,824,803	\$32,600,675	\$9,128,189	\$14,952,992
2058	\$16,629,394,941	\$498,881,848	\$0	\$17,128,276,790	\$16,176,815,466	\$161,768,155	\$21,466,575	\$6,010,641	\$33,697,685	\$9,417,432	\$15,428,073
2059	\$17,128,276,790	\$513,848,304	\$0	\$17,642,125,093	\$16,690,663,769	\$166,906,638	\$22,150,192	\$6,202,054	\$34,697,685	\$9,715,352	\$15,917,406
2060	\$17,642,125,093	\$529,263,753	\$0	\$18,171,388,846	\$17,219,927,522	\$172,199,275	\$22,854,318	\$6,399,209	\$35,793,605	\$10,022,209	\$16,421,419

Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2019-20 beginning assessed value.
 [2] See Table B-4 for new AV added to roll from 2019-20 on. It is assumed that new AV is added to roll in year after development occurs.
 In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table B-2 and Table B-3 for more details.

DRAFT

Manteca Existing City

Table B-2 Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Projected Tax Increment to EIFD - Manteca Existing City Boundaries (Real \$)

Table with columns: Fiscal Year Ending, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in AV starting in 2021, Gross Tax Increment, City [1], City EIFD Allocation, City EIFD, County [1], County EIFD Allocation, County EIFD, Total EIFD. Includes formulas for various calculations like AV growth and tax increments.

fl man ex

Source: San Joaquin County, City of Manteca; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2019-20 beginning assessed value. [2] See Table B-4 for new AV added to roll from 2019-20 on. It is assumed that the growth in new assessed value will be 3% of the existing assessed value. In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

DRAFT

Manteca Annexation Area

Table B-3 Mosside Tract Infrastructure Finance Plan EIFD Revenue Analysis Projected Tax Increment to EIFD - Manteca Annexation Area (Real \$)

Table with columns: Fiscal Year, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2] [3], Ending AV, Cumulative Growth in AV starting in 2021, Gross Tax Increment, City [1], City EIFD Allocation, City EIFD, Net Tax Increment, County [1], County EIFD Allocation, County EIFD, Total EIFD. Rows 2020-2061.

1/1/20

Source: San Joaquin County; City of Manteca; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs. [2] See Table B-5 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs. [3] As a conservative assumption, this analysis excludes incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

Table B-4
Mossdale Tract Infrastructure Finance Plan
EFD Revenue Analysis
Assessed Value of New Development - Manteca Existing City (2019 and Real \$)

Manteca
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]										Subtotal Nonres.	Total (2019\$)	Escalation Factor [2]	Total with Annual Sales Price Increase	
	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Office	Industrial	AV per Bldg. Sq. Ft.								
	\$ 475,000	\$ 200,000		\$ 250	\$ 250	\$ 100									
Assumption															
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0	\$0	
2021	\$22,087,500	\$0	\$22,087,500	\$0	\$0	\$0	\$21,236,063	\$0	\$0	\$21,236,063	\$0	1.061	\$45,961,967	\$304,430,100	
2022	\$115,425,000	\$10,000,000	\$125,425,000	\$33,058,933	\$6,264,733	\$111,848,000	\$153,171,667	\$0	\$0	\$111,848,000	\$153,171,667	1.093	\$278,596,667	\$376,647,772	
2023	\$142,975,000	\$26,000,000	\$168,975,000	\$43,058,933	\$10,764,733	\$111,848,000	\$165,671,667	\$334,646,667	\$0	\$111,848,000	\$334,646,667	1.126	\$309,772,717	\$411,472,173	
2024	\$93,575,000	\$26,000,000	\$119,575,000	\$43,058,933	\$10,764,733	\$93,814,000	\$147,637,667	\$267,212,667	\$0	\$93,814,000	\$267,212,667	1.159	\$293,541,949	\$278,293,510	
2025	\$142,975,000	\$36,800,000	\$179,775,000	\$53,058,933	\$13,264,733	\$98,502,800	\$164,826,467	\$344,601,467	\$0	\$98,502,800	\$344,601,467	1.194	\$295,980,739	\$286,931,063	
2026	\$132,050,000	\$21,800,000	\$153,850,000	\$53,058,933	\$13,264,733	\$18,502,800	\$84,826,467	\$238,676,467	\$0	\$18,502,800	\$238,676,467	1.230	\$254,840,449	\$271,962,635	
2027	\$134,425,000	\$10,800,000	\$145,225,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$212,157,467	\$0	\$4,688,800	\$212,157,467	1.305	\$254,840,449	\$271,962,635	
2028	\$135,375,000	\$10,400,000	\$145,775,000	\$49,794,933	\$12,448,733	\$4,688,800	\$66,932,467	\$220,237,467	\$0	\$4,688,800	\$220,237,467	1.344	\$254,840,449	\$271,962,635	
2029	\$111,150,000	\$0	\$111,150,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$185,612,467	\$0	\$4,688,800	\$185,612,467	1.384	\$254,840,449	\$271,962,635	
2030	\$104,025,000	\$0	\$104,025,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$178,487,467	\$0	\$4,688,800	\$178,487,467	1.426	\$254,840,449	\$271,962,635	
2031	\$104,025,000	\$0	\$104,025,000	\$53,058,933	\$13,264,733	\$4,688,800	\$71,012,467	\$175,037,467	\$0	\$4,688,800	\$175,037,467	1.469	\$264,759,874	\$271,962,635	
2032	\$104,025,000	\$0	\$104,025,000	\$53,058,933	\$13,264,733	\$4,688,800	\$71,012,467	\$175,037,467	\$0	\$4,688,800	\$175,037,467	1.513	\$276,817,373	\$271,962,635	
2033	\$103,550,000	\$0	\$103,550,000	\$53,058,933	\$13,264,733	\$4,688,800	\$71,012,467	\$174,562,467	\$0	\$4,688,800	\$174,562,467	1.558	\$276,817,373	\$271,962,635	
2034	\$55,100,000	\$0	\$55,100,000	\$53,262,933	\$13,315,733	\$0	\$66,578,667	\$121,678,667	\$0	\$0	\$66,578,667	1.605	\$195,268,540	\$271,962,635	
2035	\$38,000,000	\$0	\$38,000,000	\$43,058,933	\$10,764,733	\$0	\$53,823,667	\$91,823,667	\$0	\$0	\$53,823,667	1.653	\$151,770,530	\$271,962,635	
2036	\$38,000,000	\$0	\$38,000,000	\$12,484,000	\$3,121,000	\$0	\$15,605,000	\$53,605,000	\$0	\$0	\$15,605,000	1.702	\$88,552,055	\$271,962,635	
2037	\$38,000,000	\$0	\$38,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	1.754	\$91,208,617	\$271,962,635	
2038	\$38,000,000	\$0	\$38,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	1.806	\$83,341,197	\$271,962,635	
2039	\$38,000,000	\$0	\$38,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	1.860	\$23,851,293	\$271,962,635	
2040	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	1.916	\$24,669,831	\$271,962,635	
2041	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	1.974	\$25,409,926	\$271,962,635	
2042	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.033	\$26,172,224	\$271,962,635	
2043	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.094	\$26,957,391	\$271,962,635	
2044	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.157	\$27,766,113	\$271,962,635	
2045	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.221	\$28,599,096	\$271,962,635	
2046	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.288	\$29,457,069	\$271,962,635	
2047	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.357	\$30,340,781	\$271,962,635	
2048	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.427	\$31,251,004	\$271,962,635	
2049	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.500	\$32,188,534	\$271,962,635	
2050	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.575	\$33,154,190	\$271,962,635	
2051	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.652	\$34,148,816	\$271,962,635	
2052	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.732	\$35,173,281	\$271,962,635	
2053	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.814	\$36,211,390	\$271,962,635	
2054	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.898	\$0	\$0	
2055	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	2.985	\$0	\$0	
2056	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	3.075	\$0	\$0	
2057	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	3.167	\$0	\$0	
2058	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	3.262	\$0	\$0	
2059	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000	3.360	\$0	\$0	
2060	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$50,500,000	\$0	\$0	\$12,500,000		\$0	\$0	

BY MAIL ONLY

Source: San Joaquin County, City of Manteca, LWA, EPS

[1] Calculated as annual projected dwelling units/bldg sq. ft. multiplied by AV per dwelling unit/bldg sq. ft. See Table B-6 for development projections
 [2] Based on a 3 percent annual growth factor.

Manteca
Annexation Area

Table B-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Manteca Annexation Areas (2019 and Real \$)

Fiscal Year Ending	Assessed Value of New Development [1]							Subtotal Nonres.	Total (2019\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Low Density Residential	High Density Residential	Subtotal Residential	Retail	Office	Industrial	AV per Bldg Sq Ft				
	\$ 475,000	\$ 200,000		\$ 250	\$ 250	\$ 250	\$ 100				
Assumption											
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.061	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.093	\$0	\$0
2023	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.126	\$44,373,185	\$44,373,185
2024	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.159	\$45,704,380	\$45,704,380
2025	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.194	\$47,075,512	\$47,075,512
2026	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.230	\$48,487,777	\$48,487,777
2027	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.267	\$49,942,410	\$49,942,410
2028	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.305	\$51,440,683	\$51,440,683
2029	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.344	\$52,983,903	\$52,983,903
2030	\$39,425,000	\$0	\$39,425,000	\$0	\$0	\$0	\$0	\$39,425,000	1.384	\$54,573,420	\$54,573,420
2031	\$40,850,000	\$0	\$40,850,000	\$0	\$0	\$0	\$0	\$40,850,000	1.426	\$56,210,623	\$56,210,623
2032	\$40,850,000	\$0	\$40,850,000	\$0	\$0	\$0	\$0	\$40,850,000	1.469	\$57,989,602	\$57,989,602
2033	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$0	\$19,125,000	1.513	\$56,838,400	\$85,973,180
2034	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$0	\$19,125,000	1.558	\$56,838,400	\$88,552,375
2035	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$0	\$19,125,000	1.605	\$56,838,400	\$91,208,946
2036	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$0	\$19,125,000	1.653	\$56,838,400	\$93,945,215
2037	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$0	\$19,125,000	1.702	\$56,838,400	\$96,763,571
2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.754	\$0	\$0
2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.806	\$0	\$0
2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.860	\$0	\$0
2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.916	\$0	\$0
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.974	\$0	\$0
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.033	\$0	\$0
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.094	\$0	\$0
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.157	\$0	\$0
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.221	\$0	\$0
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.288	\$0	\$0
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.357	\$0	\$0
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.427	\$0	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.500	\$0	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.575	\$0	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.652	\$0	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.732	\$0	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.814	\$0	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.898	\$0	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2.985	\$0	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.075	\$0	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.167	\$0	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.262	\$0	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.360	\$0	\$0

AV/MBF AMT

Source: San Joaquin County; City of Manteca, LWA, EPS.

[1] Calculated as annual projected dwelling units/bldg sq ft multiplied by AV per dwelling unit/bldg sq ft. See Table B-6 for development projections.
 [2] Based on a 3 percent annual growth factor

Table B-6
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Incremental Development Projections - Manteca

Fiscal Year Ending	Existing City					Annexation Area								
	Dwelling Units		Building Square Feet			Dwelling Units		Building Square Feet						
	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total	Low Density Residential	High Density Residential	TOTAL	Retail	Office	Industrial	Total
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	93	-	93	-	-	424,721	-	-	-	-	-	-	-	-
2022	243	50	293	132,236	33,059	1,118,480	-	-	-	-	-	-	-	-
2023	301	130	431	172,236	43,059	1,118,480	-	-	-	83	-	-	-	-
2024	197	130	327	172,236	43,059	938,140	-	-	-	83	-	-	-	-
2025	301	184	485	212,236	53,059	985,028	-	-	-	83	-	-	-	-
2026	278	109	387	212,236	53,059	185,028	-	-	-	83	-	-	-	-
2027	283	54	337	223,276	55,819	46,888	-	-	-	83	-	-	-	-
2028	283	54	337	199,180	49,795	46,888	-	-	-	83	-	-	-	-
2029	285	52	337	223,276	55,819	46,888	-	-	-	83	-	-	-	-
2030	234	-	234	223,276	55,819	46,888	-	-	-	83	-	-	-	-
2031	219	-	219	223,276	55,819	46,888	-	-	-	83	-	-	-	-
2032	219	-	219	212,236	53,059	46,888	-	-	-	83	-	-	-	-
2033	219	-	219	212,236	53,059	46,888	-	-	-	86	-	-	-	-
2034	218	-	218	212,236	53,059	46,888	-	-	-	-	76,500	-	377,134	453,634
2035	116	-	116	213,052	53,263	-	-	-	-	-	76,500	-	377,134	453,634
2036	80	-	80	172,236	43,059	-	-	-	-	-	76,500	-	377,134	453,634
2037	80	-	80	49,936	12,484	-	-	-	-	-	-	-	-	-
2038	80	-	80	40,000	10,000	-	-	-	-	-	-	-	-	-
2039	80	-	80	40,000	10,000	-	-	-	-	-	-	-	-	-
2040	68	-	68	40,000	10,000	-	-	-	-	-	-	-	-	-
2041	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2042	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2043	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2044	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2045	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2046	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2047	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2048	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2049	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2050	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2051	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2052	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2053	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2054	-	-	-	40,000	10,000	-	-	-	-	-	-	-	-	-
2055	-	-	-	36,448	9,112	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	3,877	763	4,640	3,781,840	945,460	5,144,981	833	833	833	833	382,500	1,885,670	2,268,170	2,268,170

Source: San Joaquin County, City of Manteca; LWA; EPS.

dev m

APPENDIX C:

City of Stockton EIFD Revenue Estimating Tables



Table C-1	Projected Tax Increment to EIFD - Stockton.....	C-1
Table C-2	Projected Tax Increment to EIFD Stockton Existing City Boundaries.....	C-2
Table C-3	Projected Tax Increment to EIFD Stockton Annexation Area	C-3
Table C-4	Assessed Value of New Development Stockton Existing City	C-4
Table C-5	Assessed Value of New Development Stockton Annexation Areas	C-5
Table C-6	Incremental Development Projections - Stockton	C-6

Table C-1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Projected Tax Increment to EIFD - Stockton (Real \$)

Stockton

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment			Total EIFD
							City	County [1]	County	
Formula	a	b=3.0%	c	d=a+b+c	e	f=g*1.0%	h	i=j*34%	k	l=h+i
2020	\$1,338,379,148	\$40,151,374	\$0	\$1,378,530,522	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$1,378,530,522	\$41,355,916	\$163,974,400	\$1,436,860,838	\$58,330,316	\$583,303	\$97,477	\$119,927	\$40,775	\$73,917
2022	\$1,436,860,838	\$43,105,825	\$183,754,338	\$1,663,721,001	\$285,190,479	\$2,851,905	\$470,112	\$592,068	\$201,303	\$361,141
2023	\$1,663,721,001	\$49,911,630	\$99,226,264	\$1,812,858,895	\$434,328,373	\$4,343,284	\$705,908	\$910,640	\$309,618	\$549,593
2024	\$1,812,858,895	\$54,385,767	\$61,151,707	\$1,928,396,369	\$549,865,847	\$5,498,658	\$884,548	\$1,160,841	\$394,686	\$695,433
2025	\$1,928,396,369	\$57,851,891	\$47,234,321	\$2,033,482,581	\$654,952,059	\$6,549,521	\$1,044,981	\$1,390,298	\$472,701	\$827,995
2026	\$2,033,482,581	\$61,004,477	\$69,672,354	\$2,154,443,410	\$775,912,887	\$7,759,129	\$1,231,062	\$1,653,170	\$462,888	\$807,585
2027	\$2,154,443,410	\$64,633,302	\$69,672,354	\$2,288,749,066	\$910,218,544	\$9,102,185	\$1,431,020	\$1,950,915	\$546,256	\$946,942
2028	\$2,288,749,066	\$68,662,472	\$32,619,330	\$2,390,030,868	\$1,011,500,345	\$10,115,003	\$1,574,382	\$2,182,007	\$610,962	\$1,081,789
2029	\$2,390,030,868	\$71,700,926	\$33,597,909	\$2,495,329,703	\$1,116,799,181	\$11,167,992	\$1,722,983	\$2,422,658	\$678,344	\$1,160,780
2030	\$2,495,329,703	\$74,859,891	\$34,605,847	\$2,604,795,441	\$1,226,264,919	\$12,262,649	\$1,877,011	\$2,673,234	\$748,505	\$1,274,069
2031	\$2,604,795,441	\$78,143,863	\$35,644,022	\$2,718,583,327	\$1,340,052,804	\$13,400,528	\$2,036,656	\$2,934,113	\$821,552	\$1,391,815
2032	\$2,718,583,327	\$81,557,500	\$60,209,882	\$2,860,350,709	\$1,481,820,186	\$14,818,202	\$2,241,383	\$3,253,996	\$911,119	\$1,538,706
2033	\$2,860,350,709	\$85,810,521	\$122,519,768	\$3,068,680,998	\$1,690,150,475	\$16,901,505	\$2,555,596	\$3,712,278	\$1,039,438	\$1,755,005
2034	\$3,068,680,998	\$92,060,430	\$118,728,802	\$3,279,470,230	\$1,900,939,707	\$19,009,397	\$2,872,093	\$4,177,225	\$1,169,623	\$1,973,809
2035	\$3,279,470,230	\$98,384,107	\$122,290,666	\$3,500,145,002	\$2,121,614,480	\$21,216,145	\$3,203,207	\$4,664,177	\$1,305,970	\$2,202,868
2036	\$3,500,145,002	\$105,004,350	\$125,959,386	\$3,731,108,738	\$2,352,578,216	\$23,525,782	\$3,549,530	\$5,174,036	\$1,448,730	\$2,442,598
2037	\$3,731,108,738	\$111,933,262	\$129,738,168	\$3,972,780,168	\$2,594,249,646	\$25,942,486	\$4,009,348	\$5,707,738	\$1,598,167	\$2,693,436
2038	\$3,972,780,168	\$119,183,405	\$117,147,356	\$4,209,110,929	\$2,830,580,406	\$28,305,804	\$4,262,737	\$6,232,365	\$1,745,062	\$2,938,629
2039	\$4,209,110,929	\$126,273,328	\$108,741,442	\$4,444,125,699	\$3,065,595,176	\$30,655,952	\$4,609,348	\$6,756,274	\$1,891,757	\$3,182,374
2040	\$4,444,125,699	\$133,323,771	\$123,630,526	\$4,701,079,986	\$3,322,549,474	\$33,225,495	\$4,979,254	\$7,337,092	\$2,054,386	\$3,448,577
2041	\$4,701,079,986	\$141,032,400	\$127,339,442	\$4,969,451,838	\$3,590,921,316	\$35,909,213	\$5,365,134	\$7,944,127	\$2,224,356	\$3,726,529
2042	\$4,969,451,838	\$149,083,555	\$131,159,626	\$5,249,695,019	\$3,871,164,497	\$38,711,645	\$5,767,611	\$8,578,430	\$2,401,960	\$4,016,892
2043	\$5,249,695,019	\$157,490,851	\$136,857,863	\$5,544,043,733	\$4,165,513,211	\$41,655,132	\$6,188,610	\$9,246,192	\$2,588,934	\$4,321,745
2044	\$5,544,043,733	\$166,321,312	\$52,344,448	\$5,762,709,493	\$4,384,178,971	\$43,841,790	\$6,493,639	\$9,749,077	\$2,729,742	\$4,547,960
2045	\$5,762,709,493	\$172,881,285	\$53,914,782	\$5,989,505,560	\$4,610,975,037	\$46,109,750	\$6,809,326	\$10,271,262	\$2,875,953	\$4,782,565
2046	\$5,989,505,560	\$179,685,167	\$55,532,225	\$6,224,722,952	\$4,846,192,429	\$48,461,924	\$7,136,037	\$10,813,454	\$3,027,767	\$5,025,858
2047	\$6,224,722,952	\$186,741,689	\$50,069,577	\$6,461,530,218	\$5,082,999,695	\$50,829,997	\$7,468,991	\$11,355,749	\$3,179,610	\$5,270,927
2048	\$6,461,530,218	\$193,845,907	\$44,185,630	\$6,699,561,727	\$5,321,031,205	\$53,210,312	\$7,808,087	\$11,828,219	\$3,331,144	\$5,517,409
2049	\$6,699,561,727	\$200,988,852	\$45,511,171	\$6,946,059,750	\$5,567,529,228	\$55,675,292	\$8,158,734	\$12,457,840	\$3,488,185	\$5,772,641
2050	\$6,946,059,750	\$208,381,793	\$46,876,506	\$7,201,318,049	\$5,822,787,527	\$58,227,875	\$8,521,319	\$13,039,132	\$3,650,957	\$6,036,926
2051	\$7,201,318,049	\$216,039,541	\$50,632,565	\$7,467,990,156	\$6,089,459,633	\$60,894,596	\$8,900,170	\$13,646,369	\$3,820,983	\$6,313,031
2052	\$7,467,990,156	\$224,039,705	\$33,154,190	\$7,725,184,051	\$6,346,653,528	\$63,466,535	\$9,260,263	\$14,236,696	\$3,986,275	\$6,579,149
2053	\$7,725,184,051	\$231,755,522	\$34,148,816	\$7,991,088,388	\$6,612,557,866	\$66,125,579	\$9,631,877	\$14,847,610	\$4,157,331	\$6,854,257
2054	\$7,991,088,388	\$239,732,652	\$35,173,281	\$8,265,994,321	\$6,887,463,798	\$68,874,638	\$10,015,381	\$15,479,815	\$4,334,348	\$7,138,655
2055	\$8,265,994,321	\$247,979,830	\$36,228,479	\$8,550,202,630	\$7,171,672,107	\$71,716,721	\$10,411,154	\$16,134,039	\$4,517,531	\$7,432,654
2056	\$8,550,202,630	\$256,506,079	\$41,121,497	\$8,847,830,206	\$7,469,299,683	\$74,692,997	\$10,822,338	\$16,822,044	\$4,710,172	\$7,740,427
2057	\$8,847,830,206	\$265,434,906	\$19,217,397	\$9,132,482,503	\$7,753,951,986	\$77,539,520	\$11,230,016	\$17,467,325	\$4,890,851	\$8,035,256
2058	\$9,132,482,503	\$273,974,475	\$19,793,919	\$9,426,250,903	\$8,047,720,380	\$80,477,204	\$11,650,342	\$18,133,632	\$5,077,417	\$8,339,513
2059	\$9,426,250,903	\$282,787,527	\$20,387,736	\$9,729,426,166	\$8,350,895,844	\$83,508,966	\$12,083,707	\$18,821,646	\$5,270,061	\$8,653,499
2060	\$9,729,426,166	\$291,882,785	\$20,999,368	\$10,042,308,319	\$8,663,777,797	\$86,637,778	\$12,530,515	\$19,532,070	\$5,468,980	\$8,977,524
2061	\$10,042,308,319	\$301,269,250	\$0	\$10,343,577,569	\$8,965,047,046	\$89,650,470	\$12,975,541	\$20,203,061	\$5,656,857	\$9,290,009

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value.
 [2] See Table C-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs.
 In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [3] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table C-2 and Table C-3 for more details.

DRAFT

Stockton Existing City

Table C-2 Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Projected Tax Increment to EIFD - Stockton Existing City Boundaries (Real \$)

Table with columns: Fiscal Year Ending, Beginning Assessed Value [1], Existing AV Growth, New AV Added to Roll [2], Ending AV, Cumulative Growth in 2021, Gross Tax Increment, City [1], City EIFD Allocation, City EIFD, Net Tax Increment (County [1], County [2]), County EIFD Allocation, County EIFD, Total EIFD. Rows 2020-2061.

h:stockton.ex

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value. [2] See Table C-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs. In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.

Source: San Joaquin County; City of Stockton; LWA; EPS.

Stockton
Annexation Area

Table C-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Annexation Area (Real \$)

Fiscal Year	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV starting in 2021	Gross Tax Increment	Net Tax Increment			County EIFD Allocation	County EIFD	Total EIFD
							City [1]	City EIFD Allocation	County [1]			
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=a*1.0%	g=f*7.23%	h	i=g*7	j=f*28.93%	k	m=H/I
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	34%	\$0	\$0	34%	\$0
2021	\$0	\$0	\$0	\$6,829,544	\$6,829,544	\$68,295	\$4,939	34%	\$1,679	\$19,756	34%	\$6,717
2022	\$6,829,544	\$204,886	\$14,068,860	\$21,103,290	\$21,103,290	\$211,033	\$15,262	34%	\$5,189	\$61,047	34%	\$20,756
2023	\$21,103,290	\$633,099	\$14,490,926	\$36,227,315	\$36,227,315	\$362,273	\$26,199	34%	\$8,908	\$104,798	34%	\$35,631
2024	\$36,227,315	\$1,086,819	\$14,925,654	\$52,239,788	\$52,239,788	\$522,398	\$37,780	34%	\$12,845	\$151,118	34%	\$51,380
2025	\$52,239,788	\$1,567,194	\$15,373,423	\$69,180,405	\$69,180,405	\$691,804	\$50,031	28%	\$14,009	\$200,124	28%	\$66,035
2026	\$69,180,405	\$2,075,412	\$23,751,939	\$95,007,756	\$95,007,756	\$950,078	\$68,709	28%	\$19,239	\$274,837	28%	\$76,954
2027	\$95,007,756	\$2,850,233	\$24,464,497	\$122,322,486	\$122,322,486	\$1,223,225	\$88,463	28%	\$24,770	\$353,853	28%	\$99,079
2028	\$122,322,486	\$3,669,675	\$25,198,432	\$151,190,593	\$151,190,593	\$1,511,906	\$109,340	28%	\$30,615	\$437,362	28%	\$122,461
2029	\$151,190,593	\$4,535,718	\$25,954,385	\$181,680,696	\$181,680,696	\$1,816,807	\$131,391	28%	\$36,789	\$525,563	28%	\$153,077
2030	\$181,680,696	\$5,450,421	\$26,733,017	\$213,864,133	\$213,864,133	\$2,138,641	\$154,666	28%	\$43,306	\$618,663	28%	\$183,947
2031	\$213,864,133	\$6,415,924	\$27,535,007	\$247,815,064	\$247,815,064	\$2,478,151	\$179,219	28%	\$50,181	\$716,875	28%	\$216,532
2032	\$247,815,064	\$7,434,452	\$28,361,057	\$283,610,573	\$283,610,573	\$2,836,106	\$205,106	28%	\$57,430	\$820,424	28%	\$250,906
2033	\$283,610,573	\$8,506,317	\$29,211,889	\$321,330,780	\$321,330,780	\$3,213,378	\$232,385	28%	\$65,088	\$929,541	28%	\$287,148
2034	\$321,330,780	\$9,639,923	\$30,088,246	\$361,058,949	\$361,058,949	\$3,610,589	\$261,116	28%	\$73,113	\$1,044,466	28%	\$325,339
2035	\$361,058,949	\$10,831,768	\$30,990,893	\$402,881,610	\$402,881,610	\$4,028,816	\$291,362	28%	\$81,581	\$1,165,450	28%	\$365,563
2036	\$402,881,610	\$12,086,448	\$31,920,620	\$446,888,679	\$446,888,679	\$4,468,887	\$323,188	28%	\$90,493	\$1,292,753	28%	\$407,907
2037	\$446,888,679	\$13,406,660	\$32,878,238	\$493,173,577	\$493,173,577	\$4,931,736	\$356,661	28%	\$99,865	\$1,426,645	28%	\$452,463
2038	\$493,173,577	\$14,795,207	\$33,864,586	\$541,833,370	\$541,833,370	\$5,418,334	\$391,852	28%	\$109,718	\$1,567,407	28%	\$499,326
2039	\$541,833,370	\$16,255,001	\$34,909,364	\$604,595,736	\$604,595,736	\$6,045,957	\$437,241	28%	\$122,428	\$1,748,965	28%	\$548,592
2040	\$604,595,736	\$18,137,872	\$36,002,585	\$670,636,193	\$670,636,193	\$6,706,362	\$485,001	28%	\$135,800	\$1,940,006	28%	\$612,138
2041	\$670,636,193	\$20,119,086	\$37,149,339	\$740,094,942	\$740,094,942	\$7,400,949	\$535,234	28%	\$149,865	\$2,140,935	28%	\$679,002
2042	\$740,094,942	\$22,202,848	\$38,352,663	\$814,881,091	\$814,881,091	\$8,148,811	\$589,319	28%	\$165,009	\$2,357,275	28%	\$749,327
2043	\$814,881,091	\$24,446,433	\$39,658,336	\$878,585,860	\$878,585,860	\$8,785,859	\$635,390	28%	\$177,909	\$2,541,559	28%	\$825,046
2044	\$878,585,860	\$26,357,576	\$40,436,086	\$945,379,522	\$945,379,522	\$9,453,792	\$683,685	28%	\$191,435	\$2,734,779	28%	\$889,546
2045	\$945,379,522	\$28,361,386	\$41,649,169	\$1,015,390,077	\$1,015,390,077	\$10,153,907	\$734,326	28%	\$205,611	\$2,937,304	28%	\$957,173
2046	\$1,015,390,077	\$30,461,702	\$35,766,029	\$1,081,617,809	\$1,081,617,809	\$10,816,178	\$782,222	28%	\$219,022	\$3,128,887	28%	\$1,028,057
2047	\$1,081,617,809	\$32,448,534	\$36,957,069	\$1,143,523,412	\$1,143,523,412	\$11,435,234	\$826,992	28%	\$231,558	\$3,307,966	28%	\$1,095,110
2048	\$1,143,523,412	\$34,305,702	\$38,040,781	\$1,208,169,895	\$1,208,169,895	\$12,081,699	\$873,744	28%	\$244,648	\$3,494,975	28%	\$1,157,788
2049	\$1,208,169,895	\$36,245,097	\$39,125,004	\$1,275,665,996	\$1,275,665,996	\$12,756,660	\$922,557	28%	\$258,316	\$3,690,226	28%	\$1,223,241
2050	\$1,275,665,996	\$38,269,980	\$40,209,999	\$1,346,124,511	\$1,346,124,511	\$13,461,245	\$973,512	28%	\$272,583	\$3,894,048	28%	\$1,291,579
2051	\$1,346,124,511	\$40,383,735	\$33,154,190	\$1,419,662,436	\$1,419,662,436	\$14,196,624	\$1,026,694	28%	\$287,474	\$4,106,777	28%	\$1,362,917
2052	\$1,419,662,436	\$42,589,873	\$34,148,816	\$1,496,401,126	\$1,496,401,126	\$14,964,011	\$1,082,191	28%	\$303,014	\$4,328,766	28%	\$1,437,372
2053	\$1,496,401,126	\$44,892,034	\$35,173,281	\$1,576,466,440	\$1,576,466,440	\$15,764,664	\$1,140,094	28%	\$319,226	\$4,560,377	28%	\$1,515,068
2054	\$1,576,466,440	\$47,293,993	\$36,228,479	\$1,659,988,912	\$1,659,988,912	\$16,599,889	\$1,200,497	28%	\$336,139	\$4,801,990	28%	\$1,596,132
2055	\$1,659,988,912	\$49,799,667	\$37,269,967	\$1,750,910,077	\$1,750,910,077	\$17,509,101	\$1,266,251	28%	\$354,550	\$5,065,005	28%	\$1,680,696
2056	\$1,750,910,077	\$52,446,433	\$38,269,980	\$1,822,654,776	\$1,822,654,776	\$18,226,548	\$1,318,137	28%	\$369,078	\$5,272,547	28%	\$1,772,752
2057	\$1,822,654,776	\$55,913,850	\$39,269,967	\$1,897,128,338	\$1,897,128,338	\$18,971,283	\$1,371,996	28%	\$384,159	\$5,487,983	28%	\$1,845,391
2058	\$1,897,128,338	\$59,532,898	\$40,269,967	\$1,974,429,925	\$1,974,429,925	\$19,744,299	\$1,427,900	28%	\$399,812	\$5,711,600	28%	\$1,920,794
2059	\$1,974,429,925	\$63,332,898	\$41,269,967	\$2,054,662,191	\$2,054,662,191	\$20,546,622	\$1,485,924	28%	\$416,059	\$5,943,694	28%	\$1,999,060
2060	\$2,054,662,191	\$67,332,898	\$42,269,967	\$2,136,302,056	\$2,136,302,056	\$21,163,021	\$1,550,501	28%	\$428,540	\$6,122,005	28%	\$2,080,293
2061	\$2,136,302,056	\$71,539,866	\$43,269,967	\$2,218,141,921	\$2,218,141,921	\$21,880,887	\$1,618,021	28%	\$441,021	\$6,307,005	28%	\$2,162,702

Source: San Joaquin County; City of Stockton; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
 [2] See Table C-5 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs.
 [3] In 2019-20 and 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [4] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

Stockton
Existing City

Table C-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Existing City (2019 and Real \$)

Fiscal Year Ending	Assessed Value of New Development [1]						Total (2019\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Office	Industrial			
Assumption	AV per Dwelling Unit \$ 425,000	AV per Dwelling Unit \$ 200,000	AV per Bldg. Sq. Ft. \$ 250	AV per Bldg. Sq. Ft. \$ 250	AV per Bldg. Sq. Ft. \$ 250	AV per Bldg. Sq. Ft. \$ 100			
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2021	\$9,500,000	\$7,500,000	\$16,000,000	\$0	\$0	\$0	\$0	\$16,000,000	
2022	\$34,000,000	\$30,000,000	\$64,000,000	\$68,537,875	\$29,373,375	\$0	\$0	\$161,911,250	
2023	\$34,000,000	\$0	\$34,000,000	\$29,162,875	\$12,498,375	\$0	\$0	\$75,661,250	
2024	\$34,000,000	\$0	\$34,000,000	\$4,375,000	\$1,875,000	\$0	\$0	\$40,250,000	
2025	\$20,808,000	\$0	\$20,808,000	\$4,375,000	\$1,875,000	\$0	\$0	\$26,058,000	
2026	\$0	\$30,000,000	\$30,000,000	\$4,375,000	\$1,875,000	\$0	\$0	\$36,250,000	
2027	\$0	\$30,000,000	\$30,000,000	\$4,375,000	\$1,875,000	\$0	\$0	\$36,250,000	
2028	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$0	\$0	\$6,250,000	
2029	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$0	\$0	\$6,250,000	
2030	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$0	\$0	\$6,250,000	
2031	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$0	\$0	\$6,250,000	
2032	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$0	\$0	\$22,250,000	
2033	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$40,000,000	\$0	\$62,250,000	
2034	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$57,457,500	
2035	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$57,457,500	
2036	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$57,457,500	
2037	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$57,457,500	
2038	\$0	\$6,600,000	\$6,600,000	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$48,057,500	
2039	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2040	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2041	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2042	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2043	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2044	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2045	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2046	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2047	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2048	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2049	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2050	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$35,207,500	\$0	\$41,457,500	
2051	\$0	\$0	\$0	\$5,013,750	\$2,148,750	\$0	\$0	\$7,162,500	
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

AV, \$f. EPS

Source: San Joaquin County, City of Stockton, LWA; EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections.
 [2] Based on a 3 percent annual growth factor

Table C-5
 Mossdale Tract Infrastructure Finance Plan
 EFD Revenue Analysis
 Assessed Value of New Development - Stockton Annexation Areas (2019 and Real \$)

Fiscal Year Ending	Assessed Value of New Development [1]				Subtotal Nonres.	Total (2019\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Single Family Low Density	Multifamily	Subtotal Residential	Industrial				
Assumption	AV per Dwelling Unit	AV per Bldg	Sq. Ft.	AV per Bldg	Sq. Ft.			
	\$ 425,000	\$ 200,000		\$ 250	\$ 250			
2020	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	1.061	\$0
2022	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	1.093	\$6,829,544
2023	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	1.126	\$14,068,860
2024	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	1.159	\$14,490,926
2025	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	1.194	\$14,925,654
2026	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	1.230	\$15,373,423
2027	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.267	\$23,751,939
2028	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.305	\$24,464,497
2029	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.344	\$25,198,432
2030	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.384	\$25,954,385
2031	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.426	\$26,733,017
2032	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.469	\$27,535,007
2033	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.513	\$28,361,057
2034	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.558	\$29,211,889
2035	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.605	\$30,088,246
2036	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.653	\$30,990,893
2037	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.702	\$31,920,620
2038	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	1.754	\$32,878,238
2039	\$0	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000	1.806	\$33,864,586
2040	\$0	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000	1.860	\$34,807,364
2041	\$0	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000	1.916	\$35,802,585
2042	\$0	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000	1.974	\$36,839,663
2043	\$0	\$0	\$25,867,500	\$0	\$25,867,500	\$25,867,500	2.033	\$37,912,302
2044	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	2.094	\$39,025,336
2045	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	2.157	\$40,168,086
2046	\$0	\$0	\$18,750,000	\$0	\$18,750,000	\$18,750,000	2.221	\$41,341,169
2047	\$0	\$0	\$15,632,500	\$0	\$15,632,500	\$15,632,500	2.288	\$35,766,029
2048	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.357	\$29,457,069
2049	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.427	\$30,340,781
2050	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.500	\$31,251,004
2051	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.575	\$32,188,534
2052	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.652	\$33,154,190
2053	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.732	\$34,148,816
2054	\$0	\$0	\$12,500,000	\$0	\$12,500,000	\$12,500,000	2.814	\$35,173,281
2055	\$0	\$0	\$13,775,000	\$0	\$13,775,000	\$13,775,000	2.898	\$36,228,479
2056	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	2.985	\$41,121,497
2057	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	3.075	\$19,217,397
2058	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	3.167	\$19,793,919
2059	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	3.262	\$20,387,736
2060	\$0	\$0	\$6,250,000	\$0	\$6,250,000	\$6,250,000	3.360	\$20,999,368

Source: San Joaquin County, City of Stockton, LWA, EPS.

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table C-6 for development projections
 [2] Based on a 3 percent annual growth factor.

Table C-6
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Incremental Development Projections - Stockton

Fiscal Year Ending	Existing City				Annexation Area				Total											
	Dwelling Units		Building Square Feet		Dwelling Units		Building Square Feet													
	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	TOTAL	Retail		Office	Industrial									
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2021	40	75	115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2022	80	150	230	274,152	117,494	-	-	391,645	-	-	-	-	-	-	-	-	-	25,000	-	25,000
2023	80	-	80	116,652	49,994	-	-	166,645	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2024	80	-	80	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2025	49	-	49	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2026	-	150	150	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2027	-	150	150	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2028	-	-	-	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2029	-	-	-	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2030	-	-	-	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2031	-	-	-	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2032	-	80	80	17,500	7,500	-	-	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2033	-	80	80	17,500	7,500	-	400,000	425,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2034	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2035	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2036	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2037	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2038	-	33	33	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2039	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2040	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2041	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2042	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	100,000	-	100,000
2043	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	100,000	-	100,000
2044	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	-	-	-	-	-	-	103,470	-	103,470
2045	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2046	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	75,000	-	75,000
2047	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	62,530	-	62,530
2048	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2049	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2050	-	-	-	17,500	7,500	-	75,000	25,000	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2051	-	-	-	20,055	8,595	-	-	28,650	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2052	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2053	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2054	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2055	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	-	50,000
2056	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55,100	-	55,100
2057	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000
2058	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000
2059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000
2060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000
Total	329	1,038	1,367	883,358	378,582	3,920,750	5,182,690	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100	2,446,100

Source: San Joaquin County; City of Stockton; LWA; EPS.

APPENDIX D:
Supporting Tables for
EIFD Revenue Analysis



Table D-1	Existing Land Use Assessed Value	D-1
Table D-2	Estimated Annexation Assessed Value	D-2
Table D-3	Gross Property Tax Revenue and Tax Allocation Percentages	D-3
Table D-4	Preliminary Property Tax Allocations City of Lathrop Annexation Area	D-4
Table D-5	Preliminary Property Tax Allocations City of Manteca Annexation Area	D-5
Table D-6	Preliminary Property Tax Allocations City of Stockton Annexation Area	D-6

**Table D-1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Existing Land Use Assessed Value (2019\$)**

Land Use	FY 2019-20 Assessed Value [1]		Total Existing Assessed Value
	Existing Land Value	Existing Land Improvement Value	
City of Lathrop	\$752,737,447	\$2,112,769,241	\$2,865,506,688
City of Manteca	\$324,894,297	\$598,854,561	\$923,748,858
City of Stockton	\$388,436,152	\$949,942,996	\$1,338,379,148
Unincorporated County [2]			
Lathrop Annexation Area	\$14,654,768	\$15,264,019	\$29,918,787
Manteca Annexation Area	\$75,554	\$250,490	\$326,044
Stockton Annexation Area	\$59,678,193	\$85,057,497	\$144,735,690
Total Unincorporated County	\$74,408,515	\$100,572,006	\$174,980,521

av det

Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.

[1] Includes FY 2019-20 total assessed value for parcels by jurisdiction, as provided by the County Auditor-Controller. The identified parcels are contained within the Project boundary and may not align with Tax Rate Area (TRA) boundaries. Details regarding implementing the tax increment allocation by jurisdiction will be determined at the time of EIFD formation.

[2] Reflects the FY 2019-20 total assessed value for parcels that are located within the unincorporated county, as provided by the County Auditor-Controller. These parcels are anticipated to be developed between 2021-2060 and annex to a proximate jurisdiction.

**Table D-2
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Estimated Annexation Assessed Value (2019 and Real \$)**

Jurisdiction / Project	Estimated Timing of Annexation (Fiscal Year Ending) [1]	Escalated Assessed Value of Annexed Parcels (2019\$) [2]	Escalation Factor [3]	Escalated Assessed Value of Annexed Parcels (Real \$)
City of Stockton	2022	\$144,735,690	1.09	\$158,156,596
City of Manteca	2023	\$326,044	1.13	\$366,965
City of Lathrop	2025	\$29,918,787	1.19	\$35,724,596

Source: LWA; EPS.
av ann

[1] It is assumed that the full project acreage will be annexed into the City on the initial year of development for each project.
 [2] Represents the loss of assessed value to the unincorporated San Joaquin County. Potential revenue from the newly developed TRAs within the City is calculated in the potential revenue from each jurisdiction. Refer to Table D-1 for details.
 [3] Assumes a 3 percent annual escalation factor.

**Table D-3
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2019-20**

TRA [1]	2019-20 Gross Property Tax Revenue			Tax Allocation Percentage	
	City	County	Total	City	County
Lathrop					
TRA: 007-000	\$82,442	\$123,718	\$678,334	12.15%	18.24%
TRA: 007-007	\$289,047	\$328,940	\$2,318,678	12.47%	14.19%
TRA: 007-008	\$467	\$606	\$3,950	11.82%	15.34%
TRA: 007-012	\$39,102	\$56,018	\$313,134	12.49%	17.89%
TRA: 007-013	\$119,036	\$106,303	\$661,636	17.99%	16.07%
TRA: 007-014	\$1,063,665	\$1,906,379	\$9,853,335	10.79%	19.35%
TRA: 007-022	\$85,551	\$121,875	\$689,323	12.41%	17.68%
TRA: 007-029	\$4,350	\$5,426	\$37,038	11.75%	14.65%
TRA: 007-041	\$88,366	\$98,436	\$578,696	15.27%	17.01%
TRA: 007-043	\$288,792	\$374,305	\$2,209,023	13.07%	16.94%
TRA: 007-046	\$989,152	\$916,810	\$5,653,075	17.50%	16.22%
TRA: 007-047	\$7,017	\$9,995	\$56,190	12.49%	17.79%
TRA: 007-048	\$189,204	\$169,785	\$1,065,719	17.75%	15.93%
TRA: 007-071	\$802,914	\$1,114,693	\$6,188,351	12.97%	18.01%
TRA: 007-074	\$5,570	\$21,061	\$102,361	5.44%	20.58%
TRA: 007-091	\$181,972	\$1,637,751	\$6,961,184	2.61%	23.53%
TRA: 007-092	\$21,321	\$85,283	\$414,996	5.14%	20.55%
TRA: 007-093	\$272	\$1,090	\$5,930	4.59%	18.38%
TRA: 007-095	\$0	\$34,298	\$129,149	0.00%	26.56%
Total Lathrop	\$4,258,238	\$7,112,774	\$37,920,102	11.23%	18.76%
Manteca					
TRAs [2]					
TRA: 002-000	\$6,133,116	\$8,411,167	\$42,568,079	14.41%	19.76%
TRA: 002-060	\$111,410	\$165,849	\$836,788	13.31%	19.82%
TRA: 002-063	\$193,705	\$335,544	\$1,515,697	12.78%	22.14%
TRA: 002-088	\$172,456	\$262,585	\$1,318,366	13.08%	19.92%
Subtotal	\$6,610,686	\$9,175,146	\$46,238,929	14.30%	19.84%
Total Manteca	\$6,610,686	\$9,175,146	\$46,238,929		
Stockton					
TRA: 003-159	\$136,444	\$161,150	\$799,722	17.06%	20.15%
TRA: 003-238	\$2,038,727	\$2,411,802	\$11,974,116	17.03%	20.14%
TRA: 003-240	\$123,480	\$168,345	\$720,887	17.13%	23.35%
TRA: 003-289	\$96,770	\$113,258	\$564,075	17.16%	20.08%
TRA: 003-312	\$6,487	\$11,238	\$46,985	13.81%	23.92%
TRA: 003-455	\$5,051	\$20,203	\$89,318	5.65%	22.62%
TRA: 003-463	\$25,521	\$100,124	\$333,024	7.66%	30.07%
TRA: 003-464	-\$179	-\$212	-\$1,045	17.15%	20.25%
TRA: 003-479	\$0	\$0	\$0	0.00%	0.00%
TRA: 003-481	\$2,383	\$9,531	\$42,136	5.65%	22.62%
Total Stockton	\$2,434,684	\$2,995,439	\$14,569,218	16.71%	20.56%
TOTAL	\$13,303,608	\$19,283,358	\$98,728,249		

tra all

Source: San Joaquin County Assessor; San Joaquin County Auditor-Controller; EPS.

- [1] For each city, includes all TRAs in the existing city boundary within the Mossdale Tract boundary. This differs from the allocations used in the individual City fiscal impact analyses because those analyses include only the allocation for TRAs with anticipated development.
- [2] City of Manteca TRA's reflect only those TRAs within the Mossdale Tract boundary that are not included in a redevelopment area.

City of
Lathrop

Table D-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Lathrop Annexation Area

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF		Adjusted Existing Base Revenue [1]	Property Tax Sharing Agreement [2]	Post Annexation Average	
		102-100	102-121			Base Revenue	Distribution
$f = e * (\$20,642 + \$39,050)$ $g = f / \$172,070$							
		a	b	c	e	d	g
Subject to Detachment							
10001	County General Fund	19.800000%	22.381900%	\$12,654	80%	\$24,209	\$47,754
10527	Road District #5	3.877600%	4.267000%	\$2,478	-	\$4,615	-
14901	Lathrop-Manteca Fire District (LMFD)	8.621900%	0.000000%	\$5,510	-	\$0	-
14401	French Camp McKinley Rural Fire	0.000000%	9.454700%	\$0	-	\$10,226	-
40600	City of Lathrop	0.000000%	0.000000%	-	20%	-	\$11,938
	Subtotal	32.299500%	36.103600%	\$20,642	100%	\$39,050	\$59,692
Not Subject to Detachment							
10618	County Library	1.597600%	1.803100%	\$1,021	-	\$1,950	\$2,971
12601	Manteca Unified School District	26.254700%	29.629600%	\$16,779	-	\$32,048	\$48,827
13001	San Joaquin Delta Community College	3.554400%	4.011500%	\$2,272	-	\$4,339	\$6,610
13201	San Joaquin County Office of Education	1.264000%	1.389300%	\$808	-	\$1,503	\$2,310
16001	San Joaquin Flood Control	0.155600%	0.175900%	\$100	-	\$190	\$290
21901	Mosquito Abatement	0.699600%	0.789400%	\$447	-	\$854	\$1,301
22001	Reclamation District #17	0.000000%	0.000000%	\$0	-	\$0	\$0
24601	South San Joaquin Irrigation	5.279400%	0.000000%	\$3,374	-	\$0	\$3,374
25301	CSA No. 4 Lathrop	1.542900%	0.000000%	\$986	-	\$0	\$986
41100	Education Revenue Augmentation Fund (ERAF)	27.352100%	26.097600%	\$17,480	-	\$28,227	\$45,708
	Subtotal	67.700500%	63.896400%	\$43,267	0%	\$69,111	\$112,378
Total		100.000000%	100.000000%	\$63,909	100%	\$108,161	\$172,070

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

City of
Manteca

Table D-5
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Preliminary Property Tax Allocations - City of Manteca Annexation Areas

Tax Code	Entity	Existing Tax Rate Area (TRA)		Gross Revenue (FY 2019-20) [1]	Property Tax Sharing Agreement [2]	Post-Annexation Average	
		Post-ERAF TRA 102-136	TRA 102-001			Base Revenue	Post-ERAF Distribution
		a	b	f	h	e = d * \$396,888	f = e / \$1,197,578
		TRA 102-136		TRA 102-001		Total	
		g = e + f					
Subject to Detachment							
10001	County General	20.32600%	20.29360%	\$14,804	80%	\$317,510	26.51271%
10527	Road District 5	3.97920%	3.97840%	\$2,902	-	-	0.00000%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	\$6,453	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	20%	\$79,378	6.62818%
	Subtotal	33.14210%	33.11810%	\$24,160	100%	\$396,888	33.14089%
Not Subject to Detachment							
10618	County Library	1.63940%	1.63910%	\$1,196	-	\$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	\$19,651	-	\$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	\$2,660	-	\$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	\$961	-	\$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	\$117	-	\$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	\$524	-	\$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41160%	\$3,951	-	\$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	\$19,731	-	\$323,936	27.04926%
	Subtotal	66.85790%	66.88190%	\$48,791	0%	\$800,690	66.85911%
	Total	100.00000%	100.00000%	\$72,951	100%	\$1,197,578	100.00000%

Source: San Joaquin County Auditor-Controller, EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated November 2018 related to annexed areas to the City.

City of Stockton

Table D-6
 Mossdale Tract Infrastructure Finance Plan
 EFD Revenue Analysis
 Preliminary Property Tax Allocations - City of Stockton Annexation Area

Tax Code	Entity	Existing Tax Rate Area (TRA)		Gross Revenue (FY 2019-20) [1]	Property Tax Sharing Agreement [2]	Post Annexation Average	
		Post-ERAF Distribution [1]	TRA 102-032			Base Revenue	Post-ERAF Distribution
		a	b	e	h	e = d * \$278,126	f = e / \$769,158
		TRA 102-135	TRA 102-032	TRA 102-135	Total	g = e + f	
Subject to Detachment							
10001	County General	22.29650%	22.30610%	\$172,291	\$171,495	\$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	\$32,921	\$32,769	-	0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	\$74,205	\$73,862	-	0.00000%
40400	City of Stockton	0.00000%	0.00000%	-	-	\$55,625	7.23196%
	Subtotal	36.15990%	36.16940%	\$279,417	\$278,126	\$278,126	36.15980%
Not Subject to Detachment							
10618	County Library	1.80010%	1.80010%	\$13,910	\$13,846	\$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	\$228,602	\$227,546	\$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	\$30,949	\$30,806	\$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	\$11,116	\$11,065	\$11,065	1.43855%
16001	Sjc Flood Control	0.17560%	0.17570%	\$1,357	\$1,351	\$1,351	0.17564%
21901	Sjc Mosquito Abatement	0.78840%	0.78840%	\$6,092	\$6,064	\$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	\$201,285	\$200,355	\$200,355	26.04859%
	Subtotal	63.84010%	63.83060%	\$493,311	\$491,032	\$491,032	63.84020%
Total		100.00000%	100.00000%	\$772,729	\$769,158	\$769,158	100.00000%

Source: San Joaquin County Auditor-Controller; EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated August 2015 related to annexed areas to the City.

Table E1

Mossdale Tract: 2020 Adequate Progress Report
 Updated EIFD & Financing Supporting Tables
 Financing Revenues and Debt Service

AD at \$9.0 Million Starting

Year	Gross Available Assessment Revenues	Gross EIFD Revenues	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$9,000,000	\$1,472,915	\$10,472,915	\$0	\$0	\$0	\$9,000,000	\$1,472,915
2023	\$8,907,098	\$2,547,921	\$11,455,019	\$7,426,999	\$7,426,999	\$0	\$1,480,099	\$2,547,921
2024	\$8,791,526	\$3,538,094	\$12,329,620	\$7,426,999	\$7,426,999	\$0	\$1,364,528	\$3,538,094
2025	\$8,678,394	\$4,687,540	\$13,365,933	\$11,553,946	\$8,528,394	\$3,025,552	\$150,000	\$1,661,987
2026	\$8,586,762	\$4,766,061	\$13,352,823	\$11,553,946	\$8,436,762	\$3,117,184	\$150,000	\$1,648,877
2027	\$8,486,549	\$5,715,862	\$14,202,411	\$11,553,946	\$8,336,549	\$3,217,397	\$150,000	\$2,498,465
2028	\$8,395,015	\$6,663,800	\$15,058,815	\$11,553,946	\$8,245,015	\$3,308,931	\$150,000	\$3,354,869
2029	\$8,314,851	\$7,614,097	\$15,928,949	\$11,553,946	\$8,164,851	\$3,389,095	\$150,000	\$4,225,003
2030	\$8,239,344	\$8,566,627	\$16,805,971	\$11,553,946	\$8,089,344	\$3,464,602	\$150,000	\$5,102,025
2031	\$8,177,210	\$9,510,970	\$17,688,181	\$11,553,946	\$8,027,210	\$3,526,736	\$150,000	\$5,984,234
2032	\$8,125,623	\$10,521,564	\$18,647,187	\$11,553,946	\$7,975,623	\$3,578,323	\$150,000	\$6,943,241
2033	\$8,080,159	\$11,658,130	\$19,738,289	\$11,553,946	\$7,930,159	\$3,623,787	\$150,000	\$8,034,343
2034	\$8,033,291	\$12,837,985	\$20,871,276	\$11,553,946	\$7,883,291	\$3,670,655	\$150,000	\$9,167,330
2035	\$7,969,224	\$13,971,221	\$21,940,445	\$11,553,946	\$7,819,224	\$3,734,722	\$150,000	\$10,236,499
2036	\$7,905,811	\$15,109,407	\$23,015,218	\$11,553,946	\$7,755,811	\$3,798,135	\$150,000	\$11,311,272
2037	\$7,848,691	\$16,187,122	\$24,035,814	\$11,553,946	\$7,698,691	\$3,855,255	\$150,000	\$12,331,868
2038	\$7,795,337	\$17,196,691	\$24,992,028	\$11,553,946	\$7,645,337	\$3,908,609	\$150,000	\$13,288,082
2039	\$7,751,431	\$18,235,505	\$25,986,936	\$11,553,946	\$7,601,431	\$3,952,515	\$150,000	\$14,282,990
2040	\$7,725,715	\$19,265,814	\$26,991,529	\$11,553,946	\$7,575,715	\$3,978,231	\$150,000	\$15,287,583
2041	\$7,700,791	\$20,282,116	\$27,982,907	\$11,553,946	\$7,550,791	\$4,003,155	\$150,000	\$16,278,961
2042	\$7,678,463	\$21,337,738	\$29,016,202	\$11,553,946	\$7,528,463	\$4,025,483	\$150,000	\$17,312,255
2043	\$7,659,558	\$22,435,909	\$30,095,468	\$11,553,946	\$7,509,558	\$4,044,388	\$150,000	\$18,391,522

Table E1

Mossdale Tract: 2020 Adequate Progress Report
 Updated EIFD & Financing Supporting Tables
 Financing Revenues and Debt Service

AD at \$9.0 Million Starting

Year	Gross Available Assessment Revenues	Gross EIFD Revenues	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2044	\$7,640,654	\$23,484,428	\$31,125,082	\$11,553,946	\$7,490,654	\$4,063,292	\$150,000	\$19,421,136
2045	\$7,621,598	\$24,571,346	\$32,192,944	\$11,553,946	\$7,471,598	\$4,082,348	\$150,000	\$20,488,998
2046	\$7,608,306	\$25,698,023	\$33,306,329	\$11,553,946	\$7,458,306	\$4,095,640	\$150,000	\$21,602,383
2047	\$7,595,014	\$26,858,646	\$34,453,660	\$11,553,946	\$7,445,014	\$4,108,932	\$150,000	\$22,749,714
2048	\$7,581,723	\$28,053,983	\$35,635,706	\$11,553,946	\$7,431,723	\$4,122,223	\$150,000	\$23,931,760
2049	\$7,568,864	\$29,292,548	\$36,861,412	\$11,553,946	\$7,418,864	\$4,135,082	\$150,000	\$25,157,466
2050	\$7,556,502	\$30,575,859	\$38,132,361	\$11,553,946	\$7,406,502	\$4,147,444	\$150,000	\$26,428,415
2051	\$7,544,140	\$31,902,468	\$39,446,608	\$11,553,946	\$7,394,140	\$4,159,806	\$150,000	\$27,742,662
2052	\$7,531,778	\$33,257,011	\$40,788,789	\$6,166,129	\$6,166,129	\$0	\$1,365,649	\$33,257,011
2053	\$7,519,532	\$34,659,795	\$42,179,327	\$4,126,947	\$4,126,947	\$0	\$3,392,585	\$34,659,795
2054	\$7,508,478	\$36,112,494	\$43,620,972	\$0	\$0	\$0	\$7,508,478	\$36,112,494
2055	\$7,497,424	\$37,613,766	\$45,111,190	\$0	\$0	\$0	\$7,497,424	\$37,613,766
2056	\$7,486,370	\$39,139,645	\$46,626,014	\$0	\$0	\$0	\$7,486,370	\$39,139,645
2057	\$7,475,425	\$40,695,477	\$48,170,902	\$0	\$0	\$0	\$7,475,425	\$40,695,477
2058	\$7,465,137	\$42,305,115	\$49,770,251	\$0	\$0	\$0	\$7,465,137	\$42,305,115
2059	\$7,455,435	\$43,970,384	\$51,425,819	\$0	\$0	\$0	\$7,455,435	\$43,970,384
2060	\$7,445,733	\$45,715,744	\$53,161,477	\$0	\$0	\$0	\$7,445,733	\$45,715,744
Total	\$307,952,955	\$828,029,823	\$1,135,982,778	\$337,103,617	\$234,966,094	\$102,137,523	\$72,986,861	\$725,892,300

**ITEM: REQUEST FOR OUT-OF-STATE TRAVEL FOR THE
PARKS AND RECREATION DEPARTMENT**

RECOMMENDATION: Adopt Resolution to Approve a Request for Out-of-State Travel to Allow the Parks and Recreation Superintendent to attend the CalFest Board Meeting in Reno, Nevada.

SUMMARY:

The Parks and Recreation Superintendent is budgeted to attend the CalFest Board Meeting in Reno, Nevada August 27 – 29, 2020. This Board Meeting will keep the City up to date with the latest trends for community special events. Staff is requesting Council approval of the attached resolution approving out-of-state travel.

BACKGROUND:

In 2018, the Parks and Recreation Department joined the California/Nevada Festivals and Events Association (CalFest) and staff have attended the annual conventions over the past three years. In February of 2020, the Parks and Recreation Superintendent was elected by the membership to serve as part of the CalFest Board of Directors.

Participation at the Board Meeting will continue to assist our Parks and Recreation Department in the production of our calendar of annual community events, the development of partnerships with our local businesses, and will assist us in building a sense of community pride. Attendance at last February's 2020 CalFest convention not only provided staff with current best practices, it resulted in our City being recognized as an industry leader and awarded four our Benefits of Recreation marketing campaign. CalFest, as an association that includes both California and Nevada organizations, and rotates the location of the annual conference and bi-annual board meetings between California and Nevada annually.

FISCAL IMPACT:

The cost to attend this Board meeting is as follows:

Hotel – (Two Nights)	\$ 262.00
Meals	<u>\$ 112.00</u>
Total	\$ 374.00

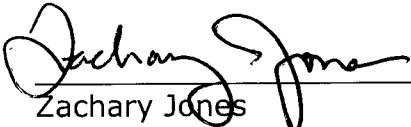
The Parks and Recreation Department has \$400.00 budgeted for the Parks and Recreation Superintendent to attend this Board Meeting.

**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL MEETING REGULAR MEETING
OUT-OF-STATE TRAVEL REQUEST FOR THE PARKS AND RECREATION
DEPARTMENT**

ATTACHMENTS:

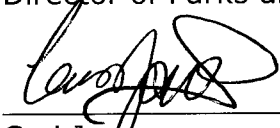
- A. Resolution to Approve Out-of-State Travel to send Parks and Recreation Superintendent to CalFest Convention in Nevada.

APPROVALS:



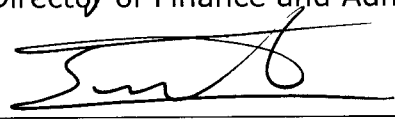
Zachary Jones
Director of Parks and Recreation

7-6-2020
Date



Cari James
Director of Finance and Administrative Services

7-8-2020
Date



Salvador Navarrete
City Attorney

7-7-2020
Date



Stephen J Salvatore
City Manager

7-8-2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING REQUEST FOR OUT-OF-STATE TRAVEL FOR PARKS AND
RECREATION SUPERINTENDENT TO ATTEND THE CALIFORINA FESTIVALS
AND EVENTS ASSOCIATION (CALFEST) BOARD MEETING IN RENO, NEVADA**

WHEREAS, the Parks and Recreation Superintendent is budgeted to attend the California Festivals and Events Association Board Meeting in Reno, Nevada August of 2020; and

WHEREAS, the convention will provide City staff with the resources to continue to improve the quality of our annual calendar of community events presented to the residents of Lathrop.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves the request for out-of-state travel for the Parks and Recreation Superintendent to attend the California Festivals and Events Association Board Meeting in Reno, Nevada on August 27 – 29, 2020.

The foregoing resolution was passed and adopted this 13th day of July 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dahliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.12

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: PARKS AND RECREATION DEPARTMENT
STAFFING RECOMMENDATIONS

RECOMMENDATION: Adopt a Resolution Approving the Addition of 3 Part Time Sr. Recreation Leaders and 20 Part Time Recreation Leader Positions to Accommodate the Need Created by COVID-19 Requirements and Associated Budget Amendment

SUMMARY:

The City of Lathrop Parks and Recreation Department has long been recognized for our before and after-school Kids' Club program. Research indicates that students who participate regularly in before and after-school programs have better grades, greater school engagement, increased homework completion, reduced tardiness, less absenteeism and greater parent involvement.

Staff was recently notified by the Manteca Unified School District (MUSD) that Lathrop school locations, including Mossdale and Joseph Widmer Schools, will need to provide additional childcare services due to the impact of COVID-19 on the 20/21 school schedule. Although MUSD has not finalized the 20/21 school schedule yet, in order to be prepared for operation by the start of the school year on August 6th, the Parks and Recreation Department will need to begin recruitment for additional staffing to accommodate COVID-19 distancing limitations and the need for extended childcare hours due to the changes in school schedule.

The Parks and Recreation Department is requesting Council approval of additional staffing, as listed below, to operate within the Childcare Guidelines provided by the US Centers for Disease Control (CDC) and to meet these additional needs.

Kids Club Program Staffing

1. Fund three part-time Senior Recreation Leader positions at 19 hours per week (.90 FTE)
2. Fund twenty (20) part-time Recreation Leader positions at 19 hours per week (8.55 FTE)

BACKGROUND:

The Parks and Recreation Department continue to monitor COVID-19 prevention recommendations provided by the US Centers for Disease Control and Prevention (CDC) and the San Joaquin County Office of Public Health Services (PHS) related to childcare programming. Currently the Kids' Club program employs 10 Recreation Leaders, five at Mossdale and five at Joseph Widmer Elementary schools. The CDC COVID-19 requirements limit program class size to 10 or fewer participants per before school, Kinder Club or after school units. Staff members and program

**CITY MANAGER’S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
PARKS AND RECREATION DEPARTMENT STAFFING RECOMMENDATIONS**

participants must remain with a single class or unit for the duration of the program. The intermingling of program units is prohibited. Additionally, the Department is required to take steps to prevent the spread of COVID-19 among program participants. The Department has implemented temperature screenings, frequent cleaning and sanitizing procedures, separate program spaces, personalized equipment per space, social distancing, and individualized baskets of supplies for each participant.

Staff met with MUSD to determine program needs at each school campus and how we can work together to meet those needs. MUSD has offered the use of additional space on each campus and has requested the City offer the Kids’ Club program in conjunction with the 20/21 modified school schedule. Compliance with the COVID-19 prevention guidelines require 15 staff at each location which would require the addition of two part-time Senior Recreation Leader positions to assist in program Kids’ Club supervision, one Senior Recreation Leader to assist at the Teen Center, and twenty part-time Recreation Leader positions to assist with the day-to-day operation of the Kids’ Club program. This number is based on the CDC COVID-19 program limitations requirement of 10 participants per unit, and will meet the need for extended childcare hours due changes in the MUSD 20/21 school schedule.

REASON FOR RECOMMENDATION:

The approval of this resolution will allow the Parks and Recreation Department to add the necessary part-time positions to ensure our Kids’ Club program will operate in accordance COVID-19 prevention guidelines to provide quality childcare services to MUSD locations within our City.

FISCAL IMPACT:

Staff estimates the additional direct program costs to be \$168,000.

Increase expenses:

1010-3033-410-12-00 Part Time Salaries	\$148,000
1010-3000-430-20-00 Materials and Supplies	\$ 20,000

Increase revenue:

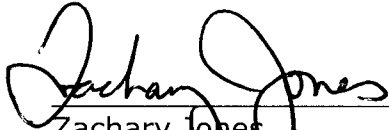
1010-30-33-341-01-04	\$168,000
----------------------	-----------

ATTACHMENTS:

- A. Resolution Authorizing Proposed Parks and Recreation Staffing Changes and Additions

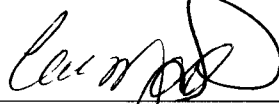
**CITY MANAGER'S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING
PARKS AND RECREATION DEPARTMENT STAFFING RECOMMENDATIONS**

APPROVALS:




Zachary Jones
Director of Parks and Recreation

7-6-2020
Date




Cari James
Director of Finance and Administrative Services

7/9/2020
Date



Salvador Navarrete
City Attorney

7-9-2020
Date



Stephen J. Salvatore
City Manager

7.9.2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE ADDITION OF 3 PART-TIME SR. RECREATION LEADERS
AND 20 PART-TIME RECREATION LEADERS TO ACCOMMODATE THE NEED
CREATED BY COVID-19**

WHEREAS, the Parks and Recreation Department continues to monitor the COVID-19 prevention recommendations provided by the US Centers for Disease Control and Prevention (CDC) and the San Joaquin County Office of Public Health Services (PHS) related to childcare programming; and

WHEREAS, the CDC COVID-19 prevention requirements limit program class size to 10 or fewer participants in each before school, Kinder Club or after-school unit; and

WHEREAS, compliance with the COVID-19 prevention guidelines requires 15 staff members at each location which requires the addition of three part-time Senior Recreation Leader positions to assist in program supervision and twenty part-time Recreation Leader positions to assist with the day-to-day operation of the program.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves addition of two part-time Senior Recreation Leader positions to assist in program Kids' Club supervision, one Senior Recreation Leader to assist at the Teen Center, and twenty part-time Recreation Leader positions to assist with the day-to-day operation of the Kids' Club program and the increase of \$168,000 in direct program costs into the following Parks and Recreation accounts.

Increase in expenses:

1010-3033-410-12-00 Part Time Salaries	\$148,000
1010-3000-430-20-00 Materials and Supplies	\$ 20,000

Increase in revenue:

1010-30-33-341-01-04	\$168,000
----------------------	-----------

The foregoing resolution was passed and adopted this 13th day of July 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

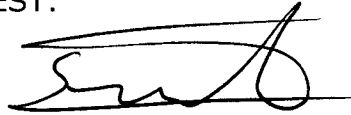
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:

ATTEST:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.13

CITY MANAGER'S REPORT JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)**

RECOMMENDATION: **Adopt Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) Area Levees of Reclamation District 2062 by the Year 2025**

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Starting on July 2, 2016, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a Finding of Adequate Progress toward provision of Urban Level Flood Protection (ULOP) 200-year flood protection.

On June 20, 2016, City Council approved the first Adequate Progress Finding (APF) for levees protecting the River Islands at Lathrop Phase 1 area based on certification by Reclamation District 2062 (RD 2062) that the levee system would provide ULOP upon completion of the procedural requirements in the Urban Levee Design Criteria (ULDC) set by the State. This allowed the City of Lathrop to continue to issue, within Phase 1 areas that are fully flood protected, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through June 2017. Since that time, the Council has adopted APF for Phase 1 levees in River Islands each year, including 2019, which allowed development approvals through December 2020.

Tonight, staff requests the City Council adopt a resolution which finds that RD 2062 continues to make adequate progress regarding the River Islands at Lathrop flood protection system in the Phase 1 area of River Islands. Staff should note that the flood protection system for RD 2062 will soon include the Phase 2 area of River Islands as well, since RD 2062 completed the majority of the Phase 2 levee system in December 2019 and has applied for a Letter of Map Revision (LOMR) with the Federal Emergency Management Agency (FEMA) for 100-year flood certification. River Islands expects to have the LOMR approved this year and it is possible the the ULOP for all River Islands related levees could happen next year for both Phases 1 and 2.

JULY 13, 2020 CITY COUNCIL REGULAR MEETING**ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)**

The APF for River Islands will allow the City of Lathrop to continue to issue, within the River Islands at Lathrop Phase 1 Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through December 2021 while RD 2062 continues to make progress towards providing the necessary improvements and documentation of full ULOP protection.

BACKGROUND:

The California Department of Water Resources (DWR) developed technical and procedural criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the ULDC and ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

The levees constructed for both Phase 1 and Phase 2 of River Islands by RD 2062 meet the updated ULDC standards adopted by DWR in May 2012. With the pending LOMR for Phase 2 levees expected this year, along with additional internal drainage improvements by RD 2062, it is expected that all of River Islands will have achieved the ULOP next year (2021). The Council will review such a recommendation at that time (if ready) and take action accordingly. Tonight's action will be for an APF for Phase 1 levees only.

In June 2020, MBK Engineers, the District Engineer for RD 2062, prepared the "River Islands at Lathrop Phase 1 Area Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report" or simply "Adequate Progress Report" - APR). The APR serves as a strategic plan describing and outlining the steps that the RD 2062 and the City as the land use authority will use to ultimately implement 200-year levee improvements for Phase 1 River Islands levees in accordance with the requirements of SB 5. According to the letter dated June 30, 2020 (Attachment D), RD 2062 Board, of Trustees acting as the Local Flood Management Agency, approved the Annual Report and transmitted it to the City for the City Council's consideration at this meeting.

Government Code Section 65007 (a)(5) requires that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system." RD 2062 has provided this report to the CVFPB on behalf of both the District and the City in the past and will send the letter (Attachment E) to the CVFPB should the Council adopt the attached resolution and approve the Adequate Progress Finding.

The June 2020 APR describes the progress made since the last APF of the Council in June 2019 in support of validating the APF, including:

JULY 13, 2020 CITY COUNCIL REGULAR MEETING**ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)**

- Completion of the River Islands Stage 2B Levee Project construction.
- Completion of the transfer of real estate rights (easements) to RD 2062 for the Stage 2A Levee and Stage 2B Levee.
- Progress on Scour Prevention Projects, including evaluation of the potential for erosion and scour failure of the Stage 1 Interior Levee, Stage 2A Levee and Stage 2B Levee caused by failure of the Old River Levee, as well as a separate analysis for the erosion and scour failure of the Cross Levee, due to its proximity to the UPRR embankment. These evaluations were completed in 2020 and indicate that six "check dams" are required to address the scour potential. RD 2062 has made application to the Central Valley Flood Protection Board (CVFPB) for an encroachment permit to construct the check dams. It is expected the check dams would be completed in 2021.
- Progress on the completion of the RD 2062 Operation and Maintenance (O&M) Manual Modernization Project, with expected completion in 2021.

The 2020 APR was prepared by RD 2062's District Engineer to satisfy requirements of SB 5 so that the City of Lathrop, as a land use agency defined by State law, may rely on the prior findings of Adequate Progress.

REASON FOR RECOMMENDATION:

Both the RD 2062 District Engineer and the City Engineer believe there is substantial evidence in the record for the City Council to make a finding of adequate progress for the Phase 1 River Islands development area.

Adoption of the resolution will allow the City of Lathrop to continue to approve, through 2020, discretionary permits for all uses, including non-residential uses, and ministerial permits (building permits) for all new residential homes within the RD 2062 Stage 1, 2A and 2B areas while RD 2062 completes the ULOP Flood protection.

FISCAL IMPACT:

To date, all technical reports and studies have been funded by RD 2062 and River Islands at a cost in excess of \$2 million. This includes City staff time to review these documents.

ATTACHMENTS:

- A. Resolution, Acting as the Land Use Agency, Adopting Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) Area Levees of Reclamation District 2062 by the Year 2025

JULY 13, 2020 CITY COUNCIL REGULAR MEETING

ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 1)

- B. 2020 River Islands at Lathrop Phase 1 Area Report of Adequate Progress towards Urban Level of Flood Protection Annual Report, dated June 2020
- C. Vicinity Map of River Islands Phase 1 Area and Levee Systems
- D. Letter from RD 2062, as the Local Flood Management Agency, dated June 30, 2020, presenting the Adequate Progress Documentation to the City of Lathrop
- E. Draft Letter from RD 2062 to the Central Valley Flood Protection Board providing required notification of the Adequate Progress Finding

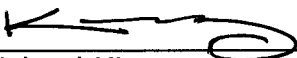
CITY MANAGER'S REPORT
JULY 13, 2020, CITY COUNCIL REGULAR MEETING
ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN
LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER
ISLANDS PHASE 1)

APPROVALS:



Glenn Gebhardt
City Engineer

7-1-2020
Date




Michael King
Public Works Director

7-6-2020
Date




Cari James
Administrative & Finance Services Director

7/6/2020
Date



Salvador Navarrete
City Attorney

7-2-2020
Date



Stephen J. Salvatore
City Manager

7-6-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY OF LATHROP, ACTING AS THE LAND USE AGENCY, ADOPTING ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YEAR URBAN LEVEL OF FLOOD PROTECTION IN PHASE 1 (STAGE 1, 2A AND 2B) AREA LEVEES OF RECLAMATION DISTRICT 2062 BY THE YEAR 2025

WHEREAS, California Senate Bill 5 (SB5), passed in 2007 and later amended by various bills, requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board (CVFPB) in June 2012; and

WHEREAS, SB5 also required all cities and counties in the Central Valley to incorporate the CVFPP into their general plans by July 2, 2015 and into their zoning ordinances by July 2, 2016, and both actions were completed by Lathrop within the deadlines; and

WHEREAS, SB5 restricted development beyond July 2, 2016 unless the land use agency makes a finding related to an Urban Level of Flood Protection (ULOP), a 200-year level of flood protection; and

WHEREAS, Island Reclamation District 2062 ("RD 2062"), as the local maintenance agency for the levee system associated with the River Islands at Lathrop Phase 1 project, provided documentation to the City for its adequate progress findings made in conformation with SB5 for 2016, 2017, 2018 and 2019, which allowed development to occur within the River Islands at Lathrop Phase 1 Area; and

WHEREAS, the 2020 Adequate Progress Finding pursuant to Government Code Section 65962 approved with the passage of this resolution, with the City as the local land use agency, will allow the City to continue to approve discretionary and ministerial permits within the River Islands at Lathrop Phase 1 Area; and

WHEREAS, this Adequate Progress Finding is based on substantial evidence in the record, including the Annual Report of Progress provided by RD 2062 and its District Engineer, included as Attachment B to the July 13, 2020 staff report and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the Land Use Agency as defined by State law, hereby adopts this Adequate Progress Finding pursuant to California Government Code Section 65962 based on substantial evidence in the record, including Attachment B to the July 13, 2020 staff report, that adequate progress towards providing a 200-year Urban Level of Flood Protection by the year 2025 for the River Islands at Lathrop Phase 1 (Stage 1, Stage 2A and Stage 2B) is being made.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13th day of July, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

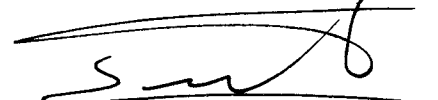
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RD 2062



RIVER ISLANDS AT LATHROP PHASE 1 AREA

REPORT OF ADEQUATE PROGRESS TOWARDS URBAN LEVEL OF FLOOD PROTECTION

ANNUAL REPORT

JUNE 2020

Prepared by:



455 University Avenue, Suite 100
Sacramento, California 95825

PURPOSE

In 2016, 2017, 2018 and 2019 the City of Lathrop adopted a finding of adequate progress (APF) toward an Urban Level of Flood Protection (ULOP) for the River Islands at Lathrop, Phase 1 urban area protected by the RD 2062 levees. When a local land use agency makes an APF, as described in the *Urban Level of Flood Protection Criteria* (ULOP Criteria), issued by the Department of Water Resources in 2013, Government Code Section 65007 (a) (5) requires the Local Flood Management Agency annually report to the Central Valley Flood Protection Board (CVFPB) on the progress toward the completion of the flood protection system. This report serves as that Annual Report for 2020. As required by the ULOP Criteria, this report will be made publicly available at www.ci.lathrop.ca.us.

This report has been prepared by RD 2062's District Engineer, MBK Engineers.

ADEQUATE PROGRESS FINDING

The City of Lathrop's APF was based on several supporting documents including: RD2062's *River Islands at Lathrop Stage 2A and 2B Levees, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report*, dated January 2017; RD2062's *River Islands at Lathrop Stage 1 Levee System, Urban Level of Flood Protection Engineer's Report*, dated March 2016; and RD2062's *River Islands at Lathrop, Phase 1 Area, Report of Adequate Progress towards an Urban Level of Flood Protection* (APF Report), dated February 2017. These documents collectively describe an attainable, reasonable approach toward providing an urban level of flood protection for the River Islands at Lathrop, Phase 1 Area by 2025. Specifically, these documents describe the levee system and the urban area it protects; provide substantial evidence, including data and references, demonstrating the levee system will provide an urban level of flood protection; and the scope, schedule, cost and identified sources of funding and their expected timing to provide an urban level of flood protection. The Engineer's Reports and APF Report are hereby incorporated by reference. Pursuant to DWR's ULOP Criteria, a finding based on adequate progress has an effective period of 10 years or until the finding is superseded, whichever is sooner, provided that the adequate progress requirements per California Government Code Section 65007(a) are met. Based upon this criterion, the finding made by the City of Lathrop based upon the APF is valid until December 31, 2025,¹ so long as the requirements of Government Code §65007(a) are met by RD2062, the local flood management agency.

PROGRESS

The APF Report identified two construction projects as being necessary to provide an urban level of flood protection to the Phase 1 Area: The River Islands Stage 2B Levee Project (Stage 2B Levee Project) and the scour prevention projects. In addition, the APF Report identified non-structural actions required for certification of the levee system. The status of these actions is described below.

The Stage 2B Levee Project was completed as reported in the 2018 annual report. Since the time of the APF for the River Islands Phase 1 Area in 2017, a portion of the Stage 1 Interior Levee was removed, joining the Stage 1 and Stage 2A protected areas. Similarly, a portion of the Stage 2A levee was also

¹ Pursuant to Government Code Sections 65865.5, 65962, and 66474.5, for area protected by SPFC levees, an urban level of flood protection shall be achieved by 2025, therefore, after 2025, a local agency can no longer rely on findings of adequate progress after 2025 for an area protected by SPFC levees.



removed (in 2018) to join the combined Stage 1-2A and Stage 2B protected areas. These removals do not affect the APF and are described in detail in the APF Report and Engineer's Report for the Phase 1 Area.

RIVER ISLANDS STAGE 2B LEVEE PROJECT

The Stage 2B Levee Project consisted of the construction of a new levee, approximately 16,000 feet in length to provide protection from the 200-year flood event. The levee is a northwest extension of the Stage 2A Levee. The Stage 2B Levee was constructed in summer 2017, ahead of schedule.

SCOUR PREVENTION PROJECTS

The scour prevention projects consist of evaluating the potential for erosion and scour failure of the Stage 1 Interior Levee, Stage 2A Levee and Stage 2B Levee caused by failure of the Old River Levee. Similarly, but separate, is a concern for erosion and scour failure of Cross Levee, due to its proximity to the UPRR embankment. These evaluations were completed in 2020 and indicate that six "check dams" are required to address the scour potential.

Schedule

The schedule identified in the APF Report has changed since last year. Evaluations of the potential for erosion and scour failure are complete, but permitting is still in-progress. Permits are expected by the end of 2020 in time for construction in 2021.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Scour Prevention Project - Old River – Design and Permitting	<i>Ongoing</i>	2020
Scour Prevention Project - Old River - Construction	2021	2021
Scour Prevention Project - UPRR – Design and Permitting	<i>Ongoing</i>	2020
Scour Prevention Project – UPRR - Construction	2021	2021
Note: Bold indicates a change in schedule.		

Costs and Expenditures

The estimate cost to construct the six check dams is \$75,000. The scour prevention projects will be funded by RID.

Delays and Changes

As described above, construction of the check dams has been delayed one season. This delay does not affect being able to certify the levee system for 200-year level of flood protection by 2025. There have been no significant changes to the project's approach.

RD 2062 O&M MODERNIZATION AND RIGHT-OF-WAY

The ULDC provides requirements to support a modern levee program. This includes ensuring robust operations and maintenance (O&M) practices and procedures and appropriate right-of-way are in place for urban levees. The scope identified in the APF Report remains the same and progress continues to be



made. River Islands has granted easements to RD 2062 for the entire embankment, 20 feet landward of the landside toes, and 15 feet waterward of the waterside toes for the Stage 2A and Stage 2B levees.

Schedule

The schedule identified in the APF Report has changed. A new O&M Manual for the Phase 1 levee system continues to be developed while the Phase 1 levee system is modified (i.e., levees are built and removed, features are added). Completion of the effort is expected after the construction of the scour prevention projects, scheduled in 2021. Easements to RD 2062 for the Stage 2A and 2B levees have been recorded, ahead of schedule.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
RD 2062 O&M Modernization	<i>Ongoing</i>	2021
RD 2062 Transfer of Real Estate Rights for Stage 2A Levee and Stage 2B Levee	<i>Complete</i>	<i>Complete</i>

Costs and Expenditures

Progress on the RD 2062 O&M Modernization effort and is not being tracked by costs and expenditures, but instead through production of deliverables such as technical memoranda, updated O&M Manual chapters, plans, etc. A high-level cost estimate for performing the work is \$25,000. RD 2062 will accomplish these tasks using funds obtained through its annual assessment and/or through funds provided by RID.

Delays and Changes

There have been no significant delays in developing a new O&M Manual and program for the Phase 1 levee system, nor were there any significant changes to the project's approach. However, as described above, the O&M modernization will continue to progress until after construction of the scour prevention projects, representing the last construction efforts for Phase 1.

CONCLUSION

RD2062 continues to make progress towards providing an urban level of flood protection to the River Islands Phase 1 Area by 2025. RD 2062 will continue to make progress and report on this progress annually. The next annual report will be submitted in June 2021 unless the entirety of levee improvements for River Islands (Phases 1 and 2) are complete and an Engineer's Report and other support documentation will be provided in support of the ULOP.



ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 30, 2020

Mr. Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

Re: Adequate Progress Finding for Phase 1 – River Islands at Lathrop

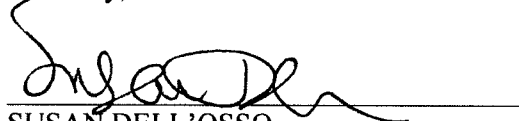
Dear Glenn,

At its June 30, 2020 special meeting, the Island Reclamation District 2062 Board of Trustees (RD 2062) unanimously adopted Resolution 20-3, approving “*The River Islands at Lathrop Phase 1 Area Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report* (“2020 Annual Report”) and directed the President to provide the Annual Report to the City for adoption of an Adequate Progress Finding (“APF”).

The enclosed Annual Report incorporates by reference the previous River Islands at Lathrop, Stage 1 Levee System, Report of Adequate Progress Towards an Urban Level of Flood Protection which supported the City’s 2016, 2017, 2018 and 2019 Adequate Progress Findings for Phase 1 of the River Islands project. River Islands continues to expand the urban levee system within RD 2062, with the Phase 2 levee recently being completed.

Because the entire Phase 1 Area does not currently have a certified urban level of flood protection, and to support the continued development of the River Islands project, RD 2062’s District Engineer has prepared the Annual Report in order to support an APF for the Phase 1 Area by the City. The Annual Report is enclosed with this letter for your review and the City Council’s adoption at their next available meeting.

Sincerely,



SUSAN DELL’OSSO
President, RD 2062

Encl.: 2020 Annual Report

ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

July 14, 2020

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

Re: Annual Report of Progress - River Islands at Lathrop Phase 1 Area, Lathrop, CA

On July 13, 2020 the City of Lathrop adopted an Adequate Progress Finding for the River Islands at Lathrop Phase 1 Area. In accordance with the requirements of Government Code §65007 (a) and the Urban Level of Flood Protection Criteria issued by the Department of Water Resources in 2013, Island Reclamation District No. 2062, as the local flood management agency, respectfully submits the enclosed annual report of progress towards providing an urban level of flood protection for the River Islands at Lathrop Phase 1 urban area.

This report is available to the public at the following website: www.ci.lathrop.ca.us.

Questions on the matter may be referred to Ms. Claire Marie Turner at turner@mbkengineers.com or 916-456-4400.

Sincerely,

SUSAN DELL'OSSO
President, RD 2062

Encl.: 2020 Annual Report

ITEM: MAYOR DHALIWAL REFERRAL REGARDING THE SAN JOAQUIN COUNTY COMMISSION ON AGING

RECOMMENDATION: Reappoint Nellie Zavala as the City of Lathrop Representative to the San Joaquin County Commission on Aging with Term Ending June 30, 2023

SUMMARY:

The San Joaquin County Commission on Aging is a regional advisory group under the San Joaquin County Human Services Agency. Members of the Commission on Aging are appointed by each of the City Councils of each incorporated municipal entities within the County, each of the members of the Board of Supervisors, and by agencies providing services to seniors. The Commission Members serve for a period of three years. Members are expected to participate in regular meetings, as well as sub committees, as part of their duties.

Meetings of the Commission on Aging are held on the first Monday of each month except for the month of August when no meeting is held. If the regular meeting date falls on a legal holiday, the meeting will be held the following Monday.

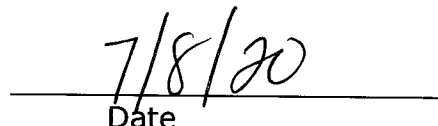
Lathrop Resident Nellie Zavala has been representing the City of Lathrop in the San Joaquin County Commission on Aging for well over seven (7) years. Her current term ended June 30, 2020, and she is eligible for reappointment. Ms. Zavala has a good participating standing with the San Joaquin County Human Services Agency and they support her reappointment.

Throughout the years, Ms. Zavala has been an avid advocate for the Lathrop Senior Community, and has provided consistent and reliable reporting during Council Meetings on the actions and proceedings of the San Joaquin County Commission on Aging.

Therefore, tonight's referral is requesting Council consideration to reappoint Nellie Zavala as the City of Lathrop Representative to the San Joaquin County Commission on Aging with term ending June 30, 2023.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 6.2

**CITY MANAGER’S REPORT
JULY 13, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR’S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Parks and Recreation Commission with Term Expiring June 30, 2023

PARKS AND RECREATION COMMISSION – LMC CHAPTER 2.16

The commission currently has one (1) available vacancy with term of July 1, 2020 through June 30, 2023; one (1) application was received.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Brent Maynor	05/02/11	7/01/14 7/17/17	6/30/20 <i>Termed Out</i>

APPLICANTS FOR CONSIDERATION:

1. Marianne Hope G. Datoc



COMMISSION/COMMITTEE APPLICATION

Applying for: Parks & Recreation Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

JUN 05 2020

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: MARIANNE HOPE G. DATOC

CITY CLERK

Address: [Redacted]

City: LATHROP Zip: 95330

Telephone (home) [Redacted]

Telephone (work) [Redacted]

Telephone (cell) [Redacted]

Telephone (other) _____

Email: [Redacted]

Resident of the City of Lathrop: 3 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Admin - River Islands Neighborhood Watch

Organization _____ Date _____

River Islands, Lathrop ADMIN

Location _____ Position(s) _____

Responsibilities/accomplishments: Provide health & safety tips and organize neighborhood meetings

Latitude at River Islands

Organization _____ Date _____

River Islands, Lathrop ADMIN

Location _____ Position(s) _____

Responsibilities/accomplishments: Created neighborhood group to promote camaraderie in our community.

Community Activities that you have been involved with (feel free to attach additional pages)

Delta Trak Inc.	Sales Support Specialist + Business Development	10/2019 - 6/2020
Delta Trak Inc.	Territory Manager	6/2020 - Present

Special Awards or Recognitions you have received: _____

Educational Information:


University of Phoenix	MBA		2010
University of San Jose Revolutio	Mass Communication		1996 - 1999

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

My degree in mass communication helps me become more effective in communicating & connecting w/ my work colleagues & community.

My MBA, helps in terms of business development and strategic planning.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

Signature:  Date: 6/11/2020

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

**PAGE LEFT
INTENTIONALLY
BLANK**