

August 9, 2021 – 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
Jennifer Torres-O'Callaghan, Vice Mayor
Paul Akinjo
Minnie Diallo
Diane Lazard

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, Government Services
Director / 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, Recreation and
Maintenance Services Director
Lieutenant Michael Alagna, Acting 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.



AUGUST 9, 2021 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means. This meeting is being conducted in person and by utilizing teleconferencing/electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, and recent State Orders regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may view the meeting on television and/or online.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

This meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1615120449?pwd=bjZlUmlTaDVjVOJlc2tIV3dKMINWUT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254 5252
 - To request to speak (same as the "raise hand" feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Meeting ID: ID: 161 512 0449 / Passcode: 670724
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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, or submit your request to speak via the "raise hand" feature in ZoomGov. 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. Please note, the Council Chamber has limited occupancy due to social distancing.

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for 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>

General Information

For reports citing supplemental documents relating to specific agenda items, these 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 and live streamed on the City's website.

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:

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

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 9, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will no Closed Session. The Regular Meeting will commence at 7:00 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 INVOCATION
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.6 INFORMATIONAL ITEM(S) – None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

- 2.1 NATIONAL NIGHT OUT COMMUNITY APPRECIATION AWARDS
- 2.2 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 **APPROVAL OF MINUTES**
Approve Minutes for the Regular Council Meeting of June 14, 2021
- 4.3 **UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**
Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2020/21
- 4.4 **AUTHORIZE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES**
Adopt a Resolution Authorizing Application for, and Receipt of, REAP Grant Program Funds through the San Joaquin Council of Governments
- 4.5 **AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08**
Adopt Resolution Awarding a Construction Contract to American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08
- 4.6 **APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL LAND SURVEY AND MAPPING SERVICES WITH DARRYL ALEXANDER & ASSOCIATES, INC.**
Adopt Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services
- 4.7 **APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4031 VILLAGE "S3" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Adopt Resolution Approving Final Map for Tract 4031 Village "S3" within the Lakeside East District, Totaling 48 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2A, LLC

- 4.8 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4101 Village "MM1" within the Lakeside West District, Totaling 42 Single Family Lots, Common Use Agreement with Island Reclamation District No. 2062, CFD Annexation No. 22, Subdivision Improvement Agreement and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC

- 4.9 APPROVE A FEE WAIVER REQUEST FROM LATHROP COMMUNITY VOLUNTEER CLUB

Adopt a Resolution Approving the Facility Fee Waiver Request from Lathrop Community Volunteer Club for Calendar Year 2021

- 4.10 APPROVE A FEE WAIVER REQUEST FROM LATHROP LIONS CLUB

Adopt a Resolution Approving the Facility Fee Waiver Request from Lathrop Lions Club for Calendar Year 2021

- 4.11 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER PUMP STATION UPGRADES

Adopt Resolution Accepting Public Improvements Constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.12 ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC

Adopt Resolution Accepting Public Improvements and Offers of Dedication for Storm Drain Easements from Saybrook CLSP, LLC

- 4.13 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACTS 3997, 3998, 3999, 4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC

Adopt Resolution Accepting Public Improvements for Tracts 3997, 3998, 3999, 4000, 4001, and 4002 from River Islands Development, LLC

- 4.14 CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND ACCEPTANCE OF A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND ASSOCIATED BUDGET AMENDMENT

Adopt Resolution Conditionally Accepting Public Improvements and Accepting a Grant Deed for the Lathrop Police Station, CIP GG 19-08 and Associated Budget Amendment

5. SCHEDULED ITEMS

- 5.1 AMEND CALPERS CONTRACT TO ADD A POLICE SAFETY RETIREMENT FORMULA
Council to Adopt a Resolution of Intention to Amend the Contract between the Board of Administration of the California Public Employees Retirement System and the City of Lathrop
- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER TENTATIVE SUBDIVISION MAP TSM-21-15 and MINOR VARIANCE MV-21-70 FOR THE WARREN AVENUE SUBDIVISION PROJECT
Hold a Public Hearing; and
Adopt a Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Proposed Warren Avenue Subdivision Project
- 5.3 REVIEW OPTIONS AND PROVIDE DIRECTION ON LIGHTED CROSSWALKS ON 5TH STREET NEAR LATHROP ELEMENTARY SCHOOL
Council to Review Options and Provide Direction on Preferred Option for Lighted Crosswalks on 5th Street Near Lathrop Elementary School
- 5.4 REVIEW OPTIONS AND PROVIDE DIRECTION ON LATHROP ROAD TRUCK ROUTE
Council to Review Options and Provide Direction on the Use of Lathrop Road as a Truck Route in Accordance with Lathrop Municipal Code Section 10.16.030
- 5.5 OUT-OF-STATE TRAVEL APPROVAL FOR THE 2021 SAN JOAQUIN COUNTY ONE-VOICE TRIP
Adopt Resolution Authorizing Out-of-State Travel for Up to Two Council Members and the City Manager to Attend the 2021 San Joaquin One Voice Trip to Washington, D.C. from October 17-22, 2021, and Approval of Related Budget Amendment
- 5.6 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
Approve Appointment of the City's Voting Delegate/Alternate for the 2021 League of California Cities Annual Conference, September 22-24, 2021
- 5.7 DISCUSSION REGARDING SCHEDULING AN UPCOMING CITY COUNCIL WORKSHOP FOR GOALS AND PRIORITIES SETTING FOR FISCAL YEARS 21-22 & 22-23
City Council to Discuss and Provide Direction on Scheduling a Future Goal and Priorities Setting Workshop for Fiscal Years 21-22 & 22-23

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL – Review Current Senior Advisory Commission Vacancies: Appointment of One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024; and Consider Extending the Terms of Three (3) Existing Members Not Able to Meet During the COVID-19 Pandemic, from June 30, 2021 to June 30, 2022
- One (1) Application Received
- 6.2 MAYOR DHALI WAL REFERRAL
Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024
- One (1) Application Received
- 6.3 MAYOR DHALI WAL REFERRAL
Appointment of One (1) Member to the Parks and Recreation Commission with Term Expiring June 30, 2024
- One (1) Application Received
- 6.4 VICE MAYOR REFERRAL
Crosswalk at Golden Spike Trail and Open Range Avenue
- 6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Lazard/Diallo)*
 - *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
 - *Reclamation District 17 Joint Powers Authority (Salvatore)*
 - *San Joaquin Partnership Board of Directors (Salvatore)*
 - *San Joaquin County Commission on Aging (Zavala)*
 - *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
 - *Water Advisory Board (Torres-O'Callaghan/Lazard)*
 - *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
 - *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*
 - *LAFCo (Dhaliwal)*
- 6.6 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk

ITEM 4.2

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 14, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

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PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:03 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 7:03 p.m.

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

Absent: *Councilmember Akinjo

**Councilmember Akinjo arrived after roll call at 7:05 p.m.*

1.3 INVOCATION – Mayor Dhaliwal held a moment of silence honoring COVID-19 victims.

1.4 PLEDGE OF ALLEGIANCE – Councilmember Lazard led the pledge of allegiance.

1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER - None

1.6 INFORMATIONAL ITEM(S) – None

1.7 DECLARATION OF CONFLICT(S) OF INTEREST

Mayor Dhaliwal reported a conflict of interest with Item 5.6 Landscape and Lighting Maintenance District No. 93-1 (Woodfield Park) and Councilmember Akinjo reported a conflict of interest with Item 5.5 Stonebridge Landscaping Maintenance District, due to their residences within the subject areas.

2. PRESENTATIONS

2.1 PROCLAMATION REMEMBERING THE MASSACRE OF SIKHS IN JUNE OF 1984

Mayor Dhaliwal, on behalf of the City Council, presented the Proclamation remembering the massacre of Sikhs in June of 1984, to Jaswinder Singh Droli, member of the Lathrop Sikh community and survivor of the tragic 1984 events.

2.2 PROCLAMATION DECLARING JUNE 19, 2021 AS CELEBRATION OF JUNETEENTH NATIONAL FREEDOM DAY

Councilmember Diallo, on behalf of the City Council, presented the Proclamation declaring June 19, 2021, as celebration of Juneteenth National Freedom Day to Brandy Perkins, Measure C Commissioner and Lathrop community member.

2.3 PROCLAMATION DECLARING JUNE 2021 AS PRIDE MONTH

Councilmember Akinjo, on behalf of the City Council, presented the Proclamation declaring June 2021 as Pride Month.

2.4 CERTIFICATES OF RECOGNITION PRESENTED TO LATHROP HIGH SCHOOL STUDENTS FOR OUTSTANDING ACADEMIC ACHIEVEMENTS

The Mayor and City Council Members took turns presenting certificates of recognition to the following Lathrop High School students for their outstanding academic achievements:

- Charlene Dale Chastain Bernal
- Christa Velasco
- David Perez Hernandez
- Gabe Calub
- Hailey Hunter
- Joey Sanchis
- Navni Saini
- Rafael Castellanos
- Sofia Rivera
- Vanessa Laoeng
- Yashraj Prasad

2.5 RECOGNITION OF DONNA RICH FOR 24 YEARS OF SERVICE TO THE CITY

Parks and Recreation Director Zach Jones provided an honorary (ceremonial) resolution of recognition to Donna Rich for her 24 years of service to the City of Lathrop, as an employee of the Parks and Recreation Department.

3. CITIZEN'S FORUM

James Cadell expressed various concerns related to code compliance cases and citations related to his property, and prior meetings with city staff related to the subject matter.

4. CONSENT CALENDAR

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O'Callaghan, the City Council approved the Consent Calendar, including amendments to Item 4.11, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of May 10, 2021.

4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-420 BY TITLE ONLY AMENDING SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE

Adriana Lopez (in person speaker) expressed various concerns related to recent traffic incidents on Lathrop Road near her property; requested Council consideration of a 4-way stop or reduction in speed limits for the residential portions of Lathrop Road. Public Works Director Michael King provided additional information.

Waived full reading and adopted **Ordinance 21-420** by title only amending Title 10 Vehicles and Traffic, Chapter 10.08, Section 10.08.030 "Speed Limits" of the City of Lathrop Municipal Code.

4.4 AWARD AGREEMENT TO MANTECA BULLETIN FOR PUBLICATION OF LEGAL ADVERTISEMENTS

Adopted **Resolution 21-4886** awarding Agreement to the Manteca Bulletin for publication of legal advertisements for the period of July 1, 2021 through June 30, 2022.

4.5 AWARD CONTRACT FOR STREET SWEEPING SERVICES

Adopted **Resolution 21-4887** awarding a Service Contract to CleanStreet, LLC, for scheduled and on-call street sweeping services.

4.6 AWARD A CONSTRUCTION CONTRACT FOR APOLINAR SANGALANG PARK IMPROVEMENTS, CIP PK 20-18

Adopted **Resolution 21-4888** awarding a Construction Contract to Marina Landscape, Inc. for the construction of the Apolinar Sangalang Park Improvements, CIP PK 20-18 and related budget amendment.

4.7 AWARD CONSTRUCTION CONTRACT FOR WATER SYSTEM REPAIRS CIP PW 21-07 AND APPROVE RELATED BUDGET AMENDMENT

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided additional information.

Adopted **Resolution 21-4889** awarding a Construction Contract with RTC Construction Management, Inc. dba R.L. Friend Construction, Inc. for water system repairs Capital Improvement Project (CIP) PW 21-07 and related budget amendment.

4.8 APPROVE TASK ORDER NO. 2 WITH MUNICIPAL RESOURCE GROUP, LLC FOR PROFESSIONAL CONSULTING SERVICES RELATED TO GG 21-11, CREATION OF THE NEW LATHROP POLICE DEPARTMENT & TRANSITION PROJECT

Pulled by Councilmember Diallo. Christina Laughlin (in person speaker) spoke on the matter. A question and answer period ensued. City Consultants Mike Oliver and Dan Drummond, Municipal Resource Group, LLC, provided additional information.

Adopted **Resolution 21-4890** approving Task Order No. 2 with Municipal Resource Group, LLC to assist the City of Lathrop develop its new City of Lathrop Police Department.

4.9 AUTHORIZE THE PURCHASE OF 11 NEW VEHICLES TO ESTABLISH THE FLEET FOR LATHROP POLICE DEPARTMENT

Pulled by Councilmember Diallo. Christina Laughlin (in person speaker) spoke on the matter (addressed 4.9 under Item 4.8).

City Consultant Dan Drummond, Municipal Resource Group, LLC, and City Manager Stephen Salvatore provided additional information.

Adopted **Resolution 21-4891** authorizing the purchase of 11 new Police Vehicles to establish the fleet for the new Lathrop Police Department in a not to exceed amount of \$491,400.

4.10 AUTHORIZE TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 2020/21

Adopted **Resolution 21-4892** authorizing the filing of a Transportation Development Act (TDA) Claim for Local Transportation Funds (LTF) for Fiscal Year 2020/21.

4.11 AUTHORIZE ADJUSTMENT TO THE REPUBLIC SERVICES SOLID WASTE COLLECTION RATES FOR FISCAL YEAR (FY) 2021-2022

Pulled by Councilmember Akinjo. A question and answer period ensued. Parks and Recreation Director Zach Jones and Republic Services Municipal Manager Molly Gomez provided additional information. After Council deliberation and consensus, Republic Services accepted to bypass the CPI/rate increase to senior citizen rates for FY 2021-2022.

Adriana Lopez (in speaker) requested additional information regarding the Consumer Price Index (CPI) for San Francisco-Oakland-San Jose, and rate comparison to neighboring government agencies. City Manager Stephen Salvatore provided additional information. Councilmembers discussed and requested Republic Services to look into discount services to low-income residents and military veterans, and additional event outreach for scheduled clean-up days.

Adopted **Resolution 21-4893** authorizing an increase to the Republic Services collection rates based on the Consumer Price Index (CPI) for San Francisco-Oakland-San Jose for all urban consumers for Fiscal Year 2021-2022, as amended to reflect no CPI/rate increase to senior citizen rates.

4.12 ACCEPTANCE OF THE CITY OF LATHROP COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Pulled by Councilmember Akinjo. A question and answer period ensued. Deputy Finance Director Thomas Hedegard and Finance Director Cari James provided additional information.

Adopted **Resolution 21-4894** accepting the City of Lathrop Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2020.

4.13 ACCEPTANCE OF A QUITCLAIM DEED FOR PIPELINE CONSTRUCTED UNDER INTERSTATE 5

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 21-4895** accepting a Quitclaim Deed from Reynolds & Brown for a steel casing and pipeline constructed under Interstate 5, between Harlan Road and Manthey Road and approving letter of indemnification.

4.14 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE CENTRAL LATHROP SPECIFIC PLAN WATER TANK #6, BOOSTER PUMPS AND STANFORD CROSSING DRIVE

Adopted **Resolution 21-4896** accepting public improvements for Central Lathrop Specific Plan water tank #6, booster pumps and Stanford Crossing Drive from Saybrook CLSP, LLC.

4.15 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MCFADDEN CONSTRUCTION INC. FOR CIP GG 20-22 CITY HALL PARKING LOT IMPROVEMENTS

Adopted **Resolution 21-4897** accepting public improvements constructed By McFadden Construction Inc. for CIP GG 20-22 City Hall parking lot improvements, authorizing the filing of a Notice of Completion, authorizing release of contract retention, and release of performance and payment bonds.

4.16 ACCEPTANCE OF PUBLIC IMPROVEMENTS BY ARIA ELECTRIC CONSTRUCTION FOR CIP GG 20-24 COMMUNITY CENTER BACKUP GENERATOR CONNECTION

Adopted **Resolution 21-4898** accepting public improvements by Aria Electric Construction for CIP GG 20-24 Community Center backup generator connection and authoring release of performance and payment bonds.

4.17 ACCEPTANCE OF PUBLIC LANDSCAPING IMPROVEMENTS ON RIVER ISLANDS PARKWAY BETWEEN MCKEE BOULEVARD AND SAN JOAQUIN RIVER AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 21-4899** accepting public landscaping improvements on River Islands Parkway between McKee Boulevard and San Joaquin River and approving related budget amendment.

4.18 APPROVAL OF INDUSTRIAL SOLID WASTE LICENSE RENEWAL FOR FISCAL YEAR 2021-22

Adopted **Resolution 21-4900** approving annual industrial solid waste license renewal for Stockton Scavengers Association and Delta Container Corporation for Fiscal Year 2021-22.

4.19 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 292 LOTS IN TRACT 4018 WITHIN PHASE 1B OF THE CENTRAL LATHROP SPECIFIC PLAN

Adopted **Resolution 21-4901** approving final map for Tract 4018 within Phase 1B of the Central Lathrop Specific Plan, totaling 292 single-family lots and Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC.

4.20 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 15 LOTS IN TRACT 4051 VILLAGE "Z2" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 21-4902** approving final map for Tract 4051 Village "Z2" within the Lakeside East District, totaling 15 single-family lots, and Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.21 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 23 LOTS IN TRACT 4093 VILLAGE "LL1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 21-4903** approving final map for Tract 4093 Village "LL1" within the Lakeside West District, totaling 23 single-family lots, Common Use Agreement with Island Reclamation District No. 2062, CFD Annexation No. 21, Subdivision Improvement Agreement and acceptance of offer of dedication for Public Utility Easements with River Islands Stage 2B, LLC.

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT RESOLUTIONS AND ORDINANCES APPROVING THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT. THE PROJECT INCLUDES CERTIFICATION OF A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (SEIR), GENERAL PLAN AMENDMENT TO THE LAND USE MAP, AND TEXT REVISIONS TO THE LAND USE ELEMENT AND CIRCULATION ELEMENT, AMENDMENTS TO THE WEST LATHROP SPECIFIC PLAN AND URBAN DESIGN CONCEPT, ZONING MAP AND ZONING TEXT AMENDMENTS, A PRELIMINARY DEVELOPMENT PLAN AND VESTING TENTATIVE SUBDIVISION MAP, SIXTH AMENDMENT TO THE 2003 DEVELOPMENT AGREEMENT, AND THE PHASE 2 PARKS & OPEN SPACE MASTER PLAN

Community Development Director Mark Meissner introduced City Planning Consultants John Anderson and David Niskanen, with JB Anderson Planning. Mr. Meissner provided a brief overview of the item, and Mr. Anderson and Mr. Niskanen provided the full presentation on the matter.

Information provided included (but not limited to): project location, project summary and background, overall project history, outreach information and project documents located on city website, proposed project details, proposed development plan, proposed development summary, proposed amendments to the West Lathrop Specific Plan, proposed urban design concept amendments, proposed General Plan amendments, zoning amendments, parks and open space, preliminary development plan, future transit projects, related environmental reports, conditions and approval, and Planning Commission review and recommendation.

A question and answer period ensued following the presentation. Mayor Dhaliwal opened the public hearing. City Planning Consultant David Niskanen, with JB Anderson Planning, announced public comment letter provided by Michael Mark, with San Joaquin Building Trades Council in support of the project. Project Director, Susan Dell'Osso, with River Islands Development, provided additional project information, future development plans, and provided a video of the existing improvements and developments. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council approved each of the following items in the order presented by staff and as listed below, by the following roll call vote, unless otherwise indicated:

1. Held a public hearing; and

2. Adopted **Resolution 21-4904** certifying the Final Subsequent Environmental Impact Report (SEIR), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring Reporting Program (MMRP) for the River Islands at Lathrop Phase 2 Project;
3. Adopted **Resolution 21-4905** approving a General Plan Amendment to the Land Use Map, and Text Revisions to the Land Use Element and Circulation Element relating to the River Islands Modified Phase 2 Project;
4. Held first reading and introduction of an Ordinance approving the 2020 amendments to the West Lathrop Specific Plan for the River Islands Modified Phase 2 Project;
5. Adopted **Resolution 21-4906** approving the 2020 amendments to the Urban Design Concept for the River Islands Modified Phase 2 Project;
6. Adopted **Resolution 21-4907** approving the River Islands Phase 2 Parks & Open Space Master Plan for the River Islands Modified Phase 2 Project;
7. Held first reading and introduction of an Ordinance approving amendments to the Zoning Map and Amendments to the Lathrop Municipal Code (LMC) Title 17, The Zoning Code, Relating to the River Islands Modified Phase 2 Project;
8. Adopted **Resolution 21-4908** approving the Preliminary Development Plan and Vesting Tentative Subdivision Map No. VTM 6716 for the River Island Phase 2 Project Area; and
9. Held first reading and introduction an Ordinance approving the Sixth Amendment to the 2003 Development Agreement between the City of Lathrop, Califia, LLC and River Islands Development, LLC.

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

5.2 PUBLIC HEARING TO CONSIDER (1) ADOPTION OF THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN AND (2) INTRODUCTION OF ORDINANCE AMENDING LMC 13.08 WATER CONSERVATION AND RATIONING

Public Works Director Michael King introduced City Consultant Tina Wang, P.E., with EKI Environment & Water, Inc. Mr. King provided a presentation on the matter. A question and answer followed.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. The questions and answer period continued. Ms. Wang and City Manager Stephen Salvatore provided additional information.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council the City Council approved each of the following items in the order presented by staff and as listed below, by the following roll call vote, unless otherwise indicated:

1. Held a public hearing; and
2. Adopted **Resolution 21-4909** certifying and adopting the City of Lathrop Urban Water Management Plan 2020 and Water Shortage Contingency Plan
3. Held first reading and introduction of an Ordinance amending Title 13, Chapter 13.08 Water Conservation and Rationing in Accordance with the City of Lathrop's Urban Water Management Plan 2020 and Water Shortage Contingency Plan.

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO ESTABLISH "CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES) AND FUTURE ANNEXATION AREA" (THE "CFD") UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, CONSTITUTING CHAPTER 2.5 OF PART 1 OF DIVISION 2 OF TITLE 5, COMMENCING AT SECTION 53311, OF THE CALIFORNIA GOVERNMENT CODE (THE "ACT")

Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

City Clerk Teresa Vargas announced that due to the nature of the item, the City Council would need to vote on each item separately and in the order presented by staff.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council:

1. Held a public hearing; and
2. Adopted **Resolution 21-4910** of Formation of Community Facilities District 2021-1 (Gateway Business Park City Services) and Future Annexation Area; by the following roll call vote, unless otherwise indicated:

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

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O'Callaghan, the City Council:

3. Adopted **Resolution 21-4911** calling for a Special Landowner Election of Community Facilities District No. 2021-1 (Gateway Business Park City Services); by the following roll call vote, unless otherwise indicated:

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

City Clerk Teresa Vargas opened the ballots and announced the results of the election: For Community Facilities District No. 2021-1 (Gateway Business Park City Services): 100% of the votes were "yes", which included a total of 46 votes.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council:

4. Adopted **Resolution 21-4912** declaring results of Special Landowner Election and Direct Recording of Notice of Special Tax Lien for Community Facilities District No. 2021-1 (Gateway Business Park City Services); by the following roll call vote, unless otherwise indicated:

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

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

5. Held first reading and introduced an Ordinance levying special taxes within Community Facilities District No. 2021-1 (Gateway Business Park City Services) by the following roll call vote, unless otherwise indicated:

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

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2021/22 ASSESSMENTS FOR INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STORM DRAIN ZONE 1 AND 1A

Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed. Councilmembers discussed street lighting in the historic areas and potential grants funding available for related improvements. City Manager Stephen Salvatore and Public Works Director Michael King provided additional information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 21-4913** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the City of Lathrop Industrial Lighting Maintenance District for Fiscal Year 2021/22; Maximum Assessment for the District for Fiscal Year 2021/22 not to exceed Zone A \$8.10; Zone B \$41.28; Zone C \$8.10, and Proposed Annual Assessment for Fiscal Year 2021/22 Zone A \$8.10; Zone B \$41.28; Zone C \$8.10; and
3. Adopted **Resolution 21-4914** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the City of Lathrop Residential Lighting Maintenance District for Fiscal Year 2021/22; Maximum Assessment for the District for Fiscal Year 2021/22 not to exceed Zone A \$45.63; Zone B \$48.90; Zone C \$32.15; Zone D \$59.80; Zone E \$62.87; Zone F \$36.16; Zone G \$8.27, and Proposed Annual Assessment for Fiscal Year 2021/22 Zone A \$45.63; Zone B \$48.90; Zone C \$32.15; Zone D \$59.80; Zone E \$62.87; Zone F \$36.16; Zone G \$8.27; and
4. Adopted **Resolution 21-4915** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the Mossdale Landscape and Lighting Maintenance District for Fiscal Year 2021/22; Maximum Assessment for Fiscal Year 2021/22 not to exceed \$292.91, and Proposed Annual Assessment for Fiscal Year 2021/22 \$292.91; and
5. Adopted **Resolution 21-4916** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the Storm Drain District Zone 1 and Zone 1A for Fiscal Year 2021/22; Proposed Annual Assessment for Fiscal Year 2021/22 for Storm Drain Zone 1 not to exceed \$112.52, and Proposed Annual Assessment for Fiscal Year 2021/22 for Storm Drain Zone 1A not to exceed \$199.92

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

Councilmember Akinjo recused himself, following the vote of Item 5.4, and left the chamber at 10:44 p.m., prior to the vote of Item 5.5, due to conflict of interested noted under Item 1.7.

5.5 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2021/22 ASSESSMENTS FOR STONEBRIDGE LANDSCAPING MAINTENANCE DISTRICT AND STONEBRIDGE DRAINAGE AND LIGHTING DISTRICT

Deputy Finance Director Thomas Hedegard provided the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 21-4917** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the Stonebridge Landscaping Maintenance District; Maximum Assessment for Fiscal Year 2021/22 not to exceed \$460.72, and the Proposed Annual Assessment for Fiscal Year 2021/22 is \$322.16; and
3. Adopted **Resolution 21-4918** amending and/or approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the Stonebridge Drainage and Lighting District for Fiscal Year 2021/22; Maximum Assessment for Fiscal Year 2021/22 not to exceed \$460.72, and Proposed Annual Assessments for Fiscal Year 2021/22 for Stonebridge Drainage and Lighting District is \$272.94.

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

Councilmember Akinjo returned to the chamber after the vote of Item 5.5, at 10:47 p.m.

Mayor Dhaliwal recused himself, following the vote of Item 5.5, and left the chamber at 10:47 p.m., prior to the vote of Item 5.6, due to conflict of interested noted under Item 1.7. Vice Mayor Torres-O'Callaghan presided over Item 5.6.

5.6 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2021/22 ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 WOODFIELD PARK MAINTENANCE ZONE

Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed. Finance Director Cari James provided additional information. Vice Mayor Torres-O'Callaghan opened the public hearing. There were no speakers. Vice Mayor Torres-O'Callaghan closed the public hearing.

On a motion by Councilmember Lazard, seconded by Councilmember Akinjo, the City Council approved the following, by the following roll call vote, unless otherwise indicated:

1. Held a public hearing; and
2. Adopted **Resolution 21-4919** approving the Final Engineer's Report and Ordering the Levy and Collection of Assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for Fiscal Year 2021/22.

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

Mayor Dhaliwal returned to the chamber after the vote of Item 5.6, at 10:49 p.m.

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Set Application Deadline for One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, due to Unexpired Term Vacancy

Mayor Dhaliwal set July 1, 2021, as the application deadline. Appointment to be made during the July 2021 Regular Meeting.

- 6.2 MAYOR DHALIWAL REFERRAL – Set Application Deadline for One (1) Member to the Measure C Oversight Committee, with Term Ending June 30, 2022, ~~2024~~, due to Unexpired Term Vacancy

Mayor Dhaliwal set July 1, 2021, as the application deadline. Appointment to be made during the July 2021 Regular Meeting.

- 6.3 VICE MAYOR TORRES-O'CALLAGHAN REFERRAL – Installation of Lighted Crosswalk on 5th Street within the Lathrop Elementary School Student Crossing Area

Vice Mayor Torres-O'Callaghan gave a brief overview of the requested referral to install lighted crosswalks at N Street & 5th Street, O Street and 5th Street, and Thomsen Road and 5th Street. Council consensus directed staff to agendize the matter to a future Council meeting.

A question and answer period ensued. Councilmember Diallo requested a follow-up on previous matters discussed during prior Council Meetings; City's Social Media Policy, Shopping Cart Retrieval Program Policy; and an update on Mayor Dhaliwal's request for additional information related to Cannabis sales. City Attorney Salvador Navarrete provided additional information. Mayor Dhaliwal, with Council consensus, directed staff to agendized the matters to the next meeting as referral items, including a referral regrading truck routes on Harlan Road and McKinley.

6.4 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Reports were postponed to the next Regular Meeting.

6.5 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmembers thanked those in attendance.

7. ADJOURNMENT – There being no further business, Mayor Dhaliwal adjourned the meeting at 11:12 p.m.



Teresa Vargas, CMC
City Clerk

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ITEM 4.3

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **UNCOLLECTIBLE UTILITY AND MISCELLANEOUS
CUSTOMER ACCOUNTS**

RECOMMENDATION: **Approve Write-Off of Uncollectible Utility and
Miscellaneous Accounts for Fiscal Year (FY)
2020/21**

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$44,074 to be uncollectible for FY 2020/21 as detailed in Table 1 below:

Table 1.

Customer Account Type	FY 2019/20 Approved Write-Offs	FY 2020/21 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$38,155	\$42,081	10.29%	97
Miscellaneous Customers	1,872	1,993	6.46%	18
Totals	\$40,027	\$44,074		115

The recommended utility write-offs represent 0.23% of the annual water and sewer charges billed to customers. Collecting a security deposit, requiring occupants to provide rental agreement or purchasing agreement before establishing service and offering assistance programs has proven to be effective means in maintaining low levels of uncollectible accounts. The utility write-off amount in FY 2020/21 has increased by almost \$4 thousand or 10.29% from the prior fiscal year.

Even though these accounts will reflect as "written off" in the City's financial system, there are further collection measures in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City. Additionally, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

Tonight staff is requesting Council's approval to write-off \$44,074 of uncollectible charges.

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

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BACKGROUND:

On May 19, 1998, the City Council of the City of Lathrop adopted Resolution 98-664 regarding the approval and implementation of a revenue collection policy. On October 18, 2010, Council authorized the execution of an agreement with Golden State Collections, LLC.

The collection policy was put in place to help decrease the number of delinquent accounts (60-90 days). After unsuccessful collection attempts by City staff, the collection procedures allow City staff to refer customers' accounts that remain unpaid for 60-90 days to the collection agency for collection proceedings. The collection agency works on a commission-based structure. Their fee is 30% of the total amount collected.

Currently, there are two types of customer accounts referred to the collection agency. They are utility and miscellaneous customer accounts. The utility customer accounts include charges for water and wastewater. Miscellaneous customer accounts include charges rendered by: Finance, Animal Control, Community Development, Police, Parks & Recreation, and Public Works. Charges include animal impound, unpaid business license and programming fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds.

Utility Customer Accounts

During FY 2020/21, Golden State Collections, LLC, received claims for further collection process on 97 delinquent utility customer accounts totaling \$42,081. Of the \$42,081 assigned to Golden State Collections, LLC, the agency recovered \$3,621 from 19 customer accounts recorded on the current and prior year claims. This represents an 8.60% recovery rate (see Table 2) from the total referred. Also included in Table 2, are accounts with balances less than \$5, which are refrained from the collection agency. During FY 2020/21, there was five account with a balance less than \$5.

Table 2.

Utility Customer Accounts	FY 2018/19	FY 2019/20	FY 2020/21
Total Utility Customers	6,988	7,368	8,266
Accounts Sent to Collection Agency	162	167	97
Amount Assigned to Collection Agency	\$41,832	\$38,155	\$42,081
Amount Recovered by Collection Agency	\$1,583	\$770	\$3,621
Recovery Rate	3.79%	2.02%	8.60%
Account < \$5.00	0	1	5
Total Write-Offs	\$41,832	\$38,155	\$42,081

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AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

The utility write-off amount in FY 2020/21 has increased by almost \$4 thousand or 10.29%. The amount of accounts being written off has increased due to a moderate number of utility customers account carrying balances larger than \$1 thousand. The high balance is attributed from the financial impacts of the COVID-19 pandemic on Lathrop residents. Staff will continue to re-enforce current programs that offers payment assistance, such as extending payment due date or granting payment arrangement, to utility customers carrying past due balances will contribute to reduce the overall total number of accounts and dollar amounts to be written off.

Miscellaneous Customer Accounts

Miscellaneous customers' accounts referred to collections for FY 2020/21 totaled \$1,993 from 18 accounts related to Animal Services, Public Works, and Parks and Recreation billings, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees. Billings for Public Works included city property damages, material, and equipment replacement costs. Parks and Recreation billings included non-sufficient fund returned check fees and unpaid programming fees.

Table 3.

Miscellaneous Customer Accounts	Animal Services	Public Works	Parks & Rec	Misc.	FY 2020/21
Accounts Sent to Collection Agency	11	2	4	1	18
Amount Assigned to Collection Agency	\$750	\$612	\$120	\$511	\$1,993
Amount Recovered by Collection Agency	\$25	\$0	\$0	\$0	\$25
Accounts < \$5.00	-	-			-
Total Write-offs					\$1,993

REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends \$44,074 to be considered uncollectible.

FISCAL IMPACT:

Decrease customers' outstanding balances due to uncollectible debt as follows:

Utility customer accounts:	\$42,084
Miscellaneous customer accounts:	<u>1,993</u>
Total amount of uncollectible accounts:	\$44,074


ATTACHMENTS:

None.

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

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APPROVALS:



Chia Lor
Management Analyst

07/29/2021


Date



Thomas Hedegard
Deputy Finance Director

7/29/2021


Date

 FOR C)

Cari James
Director of Finance and Administrative
Services

8/4/2021

Date



Salvador Navarrete
City Attorney

7.29.2021

Date



Stephen J. Salvatore
City Manager

8.4.21

Date

ITEM: AUTHORIZE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

RECOMMENDATION: Adopt a Resolution Authorizing Application for, and Receipt of, REAP Grant Program Funds Through the San Joaquin Council of Governments

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.

On July 13, 2020, the City Council adopted a Resolution authorizing staff to submit an application for the Local Early Action Planning (LEAP) Grant Program to promote housing production. The Council authorized three programs: 1) 6th Cycle Housing Element Update, 2) Accessory Dwelling Units Pre-Approved Building Plans; and 3) General Plan Update. The City received approval from the Department of Housing and Community Development for \$150,000 on February 4, 2021.

More recently, a similar Grant Funding opportunity has been made available by San Joaquin Council of Governments (SJCOG) – Regional Early Action Planning (REAP) Grants Program. The State of California Department of Housing and Community Development has made available \$125,000,000 in local government planning support grants to regional entities and working groups. The San Joaquin Valley Regional Early Action Planning Committee for Housing, comprised of the eight Regional Transportation Planning Agencies (RTPAs), is one of the working groups identified in statute.

On June 26, 2020, the Committee approved submission of an application for initial grant funding to HCD. On August 14, 2020, HCD approved the application and an allocation of \$10,218,830.75 in grant funds to the member through Fresno COG, the fiscal agent on behalf of the Committee. The member agencies agreed to allocate the Initial Grant to the agencies and SJCOG's initial allocation of REAP funds is \$845,097.

**CITY MANAGERS REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
REAP GRANT FUNDING**

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Of the initial allocation, SJCOG is utilizing \$300,000 for the preparation of the Regional Housing Needs Allocation (RHNA), Regional Housing Trust Fund, and Regional Planning & Coordination. SJCOG allocated \$545,097 to the local jurisdictions of which the City is allocated approximately \$25,000. SJCOG is in the process of completing the second allocation through HCD in the amount of \$1,559,531 and as a result, the City would be eligible for an additional \$34,890. **The estimated total allocated to the City is \$59,890 (Initial + Second Allocation).**

Staff identified the Integrated Water Resources Master Plan (IWRMP) Update as a program that qualifies for REAP Grant Funding. The REAP Grant Applications are submitted and administered by SJCOG.

The IWRMP is made of the City's Water, Wastewater and Recycled Water Master Plans. The Master Plans are needed for compliance with State legislation, to condition development, and to ensure public health and safety through effective planning and management of the City's water, wastewater and recycled water systems. The current IWRMP was completed by the City in December 2018 and approved by City Council in December 2019. Since the approval in 2019, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP.

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 REAP Grant Program Funds and appoint the City Manager, or designee, to execute the REAP Grant Application and amendments, if necessary.

FISCAL IMPACT:

There are potential positive fiscal impacts associated with the REAP Grant Program as the grant could fund up to \$59,890 in City of Lathrop projects. Staff is requesting the following budget amendments:

<u>Increase Revenues</u>	
1010-2010-331-0500	\$59,890.00

<u>Increase Expenditures</u>	
1010-2010-420-0100	\$59,890.00

ATTACHMENTS:

1. City Council Resolution for the REAP Grant Application
2. Regional Early Action Planning (REAP) Guidelines, dated February 25, 2021

**CITY MANAGERS REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
REAP GRANT FUNDING**

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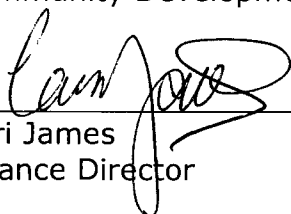
APPROVALS:



Mark Meissner
Community Development Director

7-21-21

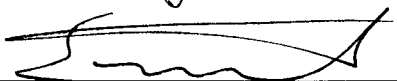
Date



Cari James
Finance Director

7/21/2021

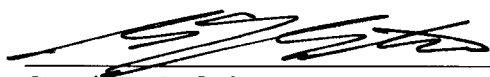
Date



Salvador Navarrete
City Attorney

7-21-2021

Date



Stephen J. Salvatore
City Manager

7.20.21

Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANTS (REAP) FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

WHEREAS, pursuant to Health and Safety Code section 50515 et. seq. the California Department of Housing and Community Development (Department) has provided funds for the Local Government Planning Supports Grants Program (hereinafter referred to by the Department as the Regional Early Action Planning Grants program or REAP); and

WHEREAS, the funds provided by Department have been made available through the San Joaquin Valley REAP Committee on behalf of Fresno Council of Governments, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, Stanislaus Council of Governments, Tulare County Association of Governments, and San Joaquin Council of Governments (SJCOG); and

WHEREAS, the San Joaquin REAP Committee signed a Memorandum of Understanding (MOU) to facilitate regional sub-allocations; and

WHEREAS, SJCOG has been delegated the responsibility for the administration of the grant allocation, establishing necessary procedures; and

WHEREAS, the Department awarded an allocation to SJCOG on behalf of San Joaquin County Member Agencies (City of Escalon, City of Lathrop, City of Lodi, City of Manteca, City of Ripon, City of Stockton, City of Tracy, and County of San Joaquin); and

WHEREAS, the City Council of the City of Lathrop desires to submit a REAP grant application package ("Application") to SJCOG 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.

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

Section 1. The City Manager or designee is hereby authorized and directed to apply for and submit a REAP grant Application package to SJCOG.

Section 2. If the Application is approved by SJCOG, the City Manager or designee of the City of Lathrop is authorized to submit the Application, enter into, execute, and deliver an SJCOG agreement in the amount of \$59,890, and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP grant, the Applicant's obligations related thereto, and all amendments thereto.

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

BE IT FURTHER RESOLVED that a budget amendment is required as follows:

Increase Revenues

1010-2010-331-0500	\$59,890.00
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Increase Expenditures

1010-2010-420-0100	\$59,890.00
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The foregoing resolution was passed and adopted this 9th day of August, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

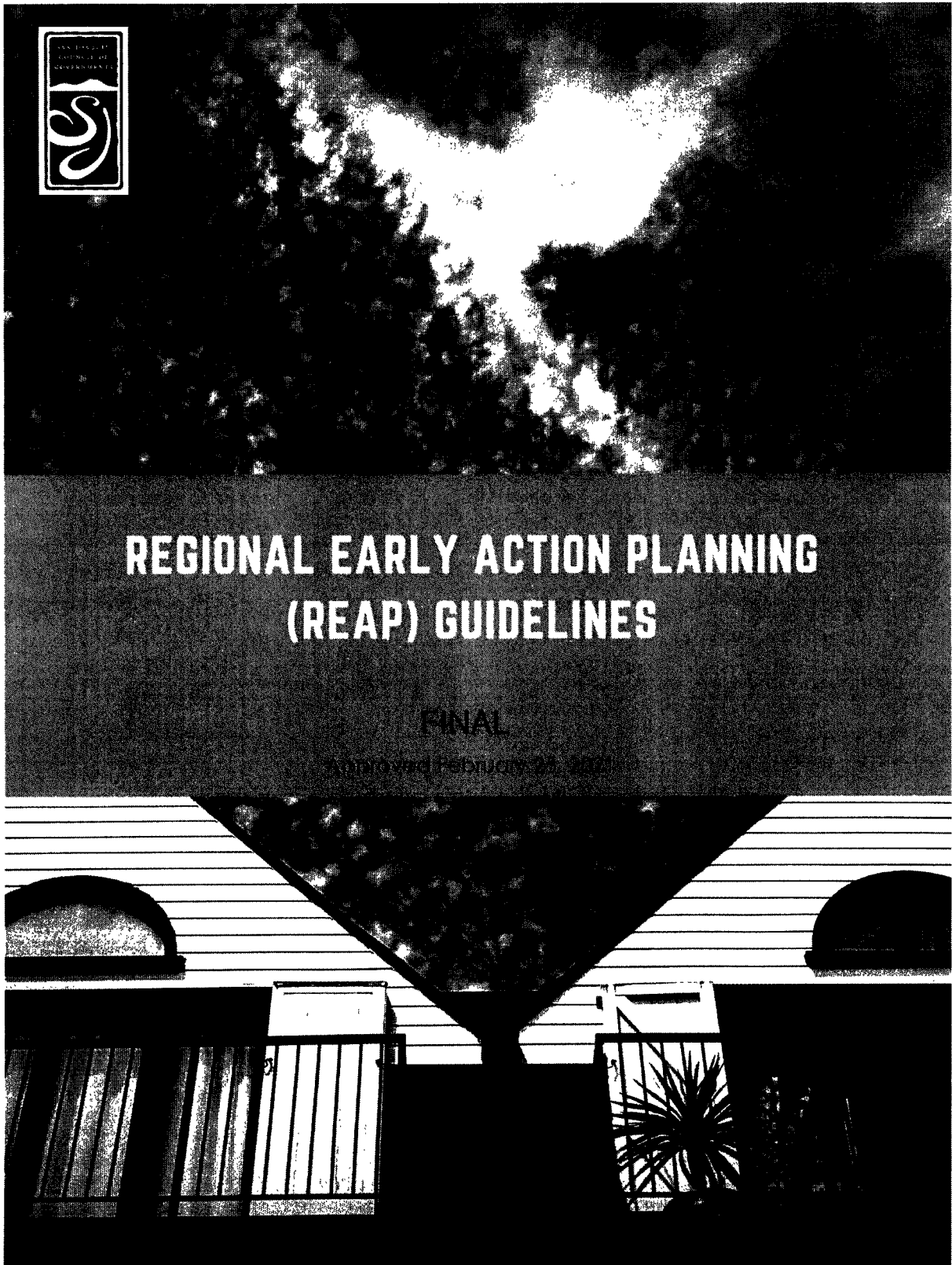


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REAP Guidelines

INITIAL REAP ALLOCATION: \$845,097

TOTAL REAP ALLOCATION: \$2,404,628 (estimated)

These guidelines outline how SJCOG proposes to utilize its allocation of funds from the Regional Early Action Planning (REAP) program. The guidelines outline regional and local planning activities that are eligible for funding and that help to advance SJCOG Regional Housing Priorities, as adopted by the policy board in September of 2020. Ultimately, REAP funds should be used to plan and accelerate housing production throughout the region, specifically more infill housing, more housing product choices, and to better leverage future funding opportunities.

Background

The State of California Department of Housing and Community Development (HCD) has made available \$125,000,000 in local government planning support grants to regional entities and working groups. The San Joaquin Valley Regional Early Action Planning Committee for Housing (Committee), comprised of the eight Regional Transportation Planning Agencies (RTPAs), is one of the working groups identified in statute. On June 26, 2020, the Committee approved submission of an application for initial grant funding to HCD. On August 14, 2020, HCD approved the application and an allocation of \$10,218,830.75 in grant funds to the members through Fresno COG, the fiscal agent on behalf of the Committee.

The member agencies comprising the Committee agreed to allocate the Initial Grant as follows:

- Fresno COG will retain \$5,475,000 to lead the preparation of a comprehensive San Joaquin Valley housing report and policy recommendations for implementation, conduct regional planning, coordination, and technical assistance, and grant administration
- Fresno COG will distribute the remaining \$4,743,830 of the Initial Grant directly to each member agency in proportion to each member's relative population

Accordingly, SJCOG's initial allocation of REAP funds will be in the amount of \$845,097.

Pending HCD approval, a second and final round of funding allocations is expected in Spring 2021 and is anticipated to make additional REAP funds available to the SJCOG

region in the approximate amount of \$1,559,531. With the second round of REAP funding, SJCOG intends to use the same allocation formula applied to the initial round of funding (Table 1).

The Committee has recommended that each MPO receiving its share of the Initial Funding Application allocate funds accordingly:

1. Allocate funds to its RHNA (regional housing needs allocation) process.
2. Sub-allocate funds to its County and Cities.

Furthermore, according to HCD guidelines, a council of governments that receives an allocation of REAP funds shall establish priorities and use those monies consistent with priorities. Funds must be used for housing planning activities and demonstrate a nexus to increasing housing planning and accelerating housing production.

With direction and guidance from the Board, SJCOG staff developed program guidelines and budget allocations in accordance with Committee recommendations above and adopted SJCOG Board priorities for use of REAP funds by SJCOG and its member agencies. SJCOG Regional Housing Priorities are outlined in the Purpose section of the document.

Purpose

In September of 2020, the SJCOG Board adopted Regional Housing Priorities. The priorities are a mix of strategies that can be implemented regionally or locally to plan and accelerate housing production. REAP funds will be used to advance SJCOG Regional Housing Priorities.

Development of a Regional Housing Trust Fund

Funding for affordable housing has significantly declined since 2007 making it extremely difficult to build. Affordable housing developers in the region have consistently expressed the need to enhance and expand local programs to close the gap in financing projects and provide much needed leverage to compete for other funds. A housing trust fund can be established to support the preservation and production of affordable housing and increase opportunities for families and individuals to access decent affordable homes. While ineligible to seed a housing trust fund, REAP funds may be used to develop the framework for a housing trust fund which may entail a rigorous planning process to define the parameters of the program, including goals, administration, fund distribution, as well as funding sources. Additionally, housing trust funds are distinct funds established by city, county or state governments that receive on-going dedicated sources of public

funding to support the preservation and production of affordable housing and increase opportunities for families and individuals to access decent affordable homes.

Streamlining the Development Process

HCD has emphasized the need for improving development processes through streamlining as an important strategy for reducing the cost of development. While each jurisdiction in the region may be at varying stages of identifying and implementing streamlining in their own departments, REAP funds may be used to support these activities. These may include the preparation of Specific Plans with an accompanying Environmental Impact Report, objective design and/or development standards to comply with SB 35 and provide more certainty for applicants, and other strategies intended to reduce the time for application approval.

Planning and Coordination to Develop a Regional Project Pipeline

In regional transportation planning, a list of projects is developed with the help of various stakeholders in order to coordinate and facilitate the process of funding each project through planning, environmental review, design and engineering, and finally, construction. Analogous to transportation planning, programming, and project delivery, the development of an affordable housing project pipeline may facilitate the project finance process. While there are no precedents for this type of activity in staff's research, HCD has identified other best practices which may elevate regional planning and coordination to support housing development. These Refining a Regional Housing Approach to Housing best practices include feasibility studies to determine the most efficient locations to site housing, the development of regional toolkits on a variety of housing-specific topics, establishing consulting benches or circuit rider programs to provide targeted technical assistance in housing policy areas, and developing a regional peer-to-peer learning exchange.

Supporting Local Jurisdictions Impacted by COVID-19

In addition to the three priorities outlined here, a fourth priority was identified by SJCOG staff in response to the impact COVID-19 may have on local jurisdiction budgets and staffing levels. To the extent that REAP funds can be used to support the ongoing activities of local jurisdictions regarding the production of housing, this may be an opportunity to offset any negative impacts introduced by COVID-19.

Eligible Activities

Eligible activities must be related to housing planning and facilitate the acceleration of housing production. Eligible activities conducted by applicants must fall under one or more of the following main categories:

Regional Housing Activities (Up to 35% of initial REAP allocation or \$300,000)

REAP Grant Administration

1. Administrative costs related to the categories listed below.
2. Covering the costs of administering any programs described in Health and Safety Code section 50515.02.
 - a. Recipients shall use no more than 5% of the allocation (s) for costs related to the administration of the activity(ies) for which the allocation(s) were made. Staff and overhead costs directly related to carrying out the eligible activities are 'activity costs' and not 'administrative costs'.

Regional Housing Needs Assessment (RHNA) Process

1. Develop an improved methodology for the distribution of the sixth cycle regional housing needs assessment (RHNA), to further the objectives described in subdivision (d) section 65584 of the Government Code.
 - a. Activities under this category must demonstrate a nexus to an improved methodology that furthers the RHNA Objectives.
 - b. Activities under this category may include implementation measures associated with an improved methodology that furthers RHNA Objectives.

Regional Housing Trust Fund

1. Establish a regional housing trust fund for affordable housing (e.g. planning activities and processes, guidelines, and charters).
 - a. Inclusion of a feasibility study to determine regional housing trust fund parameters.
2. Establish a regional housing task force.

Regional Project Pipeline

1. Accommodate the development of housing and infrastructure that accelerate housing production.
 - a. Establishing pro-housing policies.
2. Activities must demonstrate a nexus to increasing housing and accelerating housing production.
3. Outreach, education, priority setting, and other related activities in consultation with SJCOG and HCD to carry out the overall program consistent with statutory objectives.

4. In consultation with local jurisdictions and/or HCD, develop and/or conduct a planning study related to regional housing and/or the acceleration of housing production.

Local Jurisdiction Housing Activities (Up to 65% of initial REAP allocation or \$545,097, distributed by formula)

Streamlining Permit Process

1. Technical assistance in improving housing permitting processes, tracking systems, and planning tools (i.e. pre-stamped ADUs, zoning code updates, recording fees, CEQA, Specific Plans/Master Plans/GP Amendments).
 - o 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.
2. Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
3. Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans).
4. Revamping local planning processes to speed up housing production.
5. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65862.2 of the Government Code.

COVID-19 Relief

To the extent that REAP funds can be used to support the ongoing activities of local jurisdictions regarding the production of housing, this may be an opportunity to offset any negative budgetary impacts introduced by COVID-19.

1. Covering the costs of temporary or permanent staff and/or consulting needs associated with eligible activities.
2. Other eligible activities include:
 - a. Update local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.
 - i. 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, or development standards proposed for significant areas of a locality, such as corridors, downtown, or priority growth areas.
- ii. Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1), and other zoning efforts to comply with Housing Element requirements, including Government Code Section 65583(c) (AB 1397, Statutes of 2018).
- iii. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities.
- iv. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps).
- v. Establishing pre-approved architectural and site plans.
- vi. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018).
- vii. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities.
- b. Establish 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) or Chapter 3 of Divisions 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.

Ineligible Activities

1. Activities unrelated to accelerating housing production;
2. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production (The Department may consider proposals that include activities under (1) and (2) if a significant housing component is also present and the net effect on accelerating housing production is positive. For example, an applicant may propose combining an open-space designation, downzoning, preservation or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity);
3. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly

impact approval certainty and timing, planned development, or other similarly constraining processes;

4. Capital financing, operation or funding related to programs of individual housing development projects; and
5. Administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity or activities.

Local Grant Timing and Process

In order for a local jurisdiction to receive an allocation of REAP funds, the following is required to be submitted to SJCOG:

- Letter outlining concept proposal for funds (Attachment 1).
- A signed council resolution (Attachment 2).

The purpose of this letter is to provide SJCOG with enough information to determine whether a project meets the requirements of the program. The letter must either be accompanied by a board or council resolution, or be signed by a city manager, county executive, city councilmember, or county supervisor. SJCOG will review and respond to concept proposal letters within **30 days** of receipt. Prior to initiating work on REAP funded activities, SJCOG and local jurisdiction shall execute an agreement (Attachment 4).

This grant application period is tentatively targeted to begin on a rolling basis in February 2021 through June 2021.

Timely Use of Funds

REAP funds are one-time housing planning funds made available to the region with an expenditure deadline of December 31, 2023 in statute. SJCOG reserves the right to reprogram funds in order to minimize the risk of losing funds that are intended to benefit the region.

To ensure timely use of funds, SJCOG requests that each grantee submit invoicing and progress reports on a quarterly basis. Please see sample REAP reporting form (Attachment 3).

Additionally, SJCOG staff will monitor expenditures according to the following schedule:

- December 1, 2021: Approximately 1/3 of allocated funds expended
- December 1, 2022: Approximately 2/3 of allocated funds expended
- June 1, 2023: Approximately 85% of allocated funds expended

According to the schedule, SJCOG staff will notify recipients who have not met the expenditure milestone and will require submission of a funding expenditure plan for its remaining allocation within 30 days. SJCOG staff will review the expenditure plan and determine if funds need to be reprogrammed.

Shortlisted Consultants Available to Local Jurisdictions

The Committee issued a Request for Qualifications to establish a pre-qualified bench of consultants that can perform REAP eligible activities. The consultant bench will primarily support San Joaquin Valleywide housing planning activities, but may also be utilized by local jurisdictions depending on availability and interest:

- AECOM
- Cascadia Partners
- EPS-VRPA
- Estolano Advisors
- HDR-Calthorpe
- Mintier Harnish
- Precision Engineering
- QK
- Raimi and Associates

Technical Assistance Resources

- ~~Eligible Activities Best Practices~~
- Contact Information
 - HCD: Marisa Prasse, Marisa.Prasse@hcd.ca.gov
 - SJV REAP Committee: Robert Phipps, robert.phipps@hcd.ca.gov
 - SJCOG: Christine Corrales, corrales@sjcog.org

Timeline

The timeline of the REAP program includes the following dates:

- Final REAP Guidelines Release: February 2021
- Concept letters for local allocations rolling deadline through June 2021
- Final Invoice to SJCOG: September 30, 2023
- Expenditure Deadline: December 31, 2023
- Technical Assistance: Ongoing through December 2023

Table 1: SJCOG REAP Allocation

			INITIAL ALLOCATION	FINAL ALLOCATION***	<u>ESTIMATED TOTAL</u>
SJCOG REGIONAL HOUSING ACTIVITIES					
			Funding Amount	Estimate	
Grant Administration (5%)			\$ 42,705	\$ 78,807	\$ 121,512
RHNA Process			\$ 100,000	\$ 250,000	\$ 350,000
Regional Housing Trust Fund			\$ 117,918	\$ 120,000	\$ 237,918
Regional Planning & Coordination			\$ 39,377	\$ 104,809	\$ 144,186
REGIONAL SUBTOTAL			\$ 300,000	\$ 553,616	\$ 853,616
LOCAL JURISDICTION FORMULA DISTRIBUTION					
Jurisdiction	Population Estimate*	Percentage Share	Funding Amount	Estimate	
Stockton	318,522	41%	\$ 206,992	\$ 414,158	\$ 621,150
San Joaquin County	156,209	20%	\$ 101,513	\$ 203,111	\$ 304,623
Tracy	95,931	12%	\$ 62,341	\$ 124,734	\$ 187,075
Manteca	84,800	11%	\$ 55,107	\$ 110,261	\$ 165,369
Lodi	67,930	9%	\$ 44,144	\$ 88,326	\$ 132,470
Lathrop**	26,833	3%	\$ 25,000	\$ 34,890	\$ 59,890
Ripon**	15,930	2%	\$ 25,000	\$ 20,713	\$ 45,713
Escalon**	7,478	1%	\$ 25,000	\$ 9,723	\$ 34,723
LOCAL SUBTOTAL	773,632	100%	\$ 545,097	\$ 1,005,915	\$ 1,551,012
GRAND TOTAL			\$ 845,097	\$ 1,559,531	\$ 2,404,628
*DOF 2020 Estimates					
**Initial grant allocation minimum of \$25,000 established for small cities.					
***Final allocation pending HCD approval.					

ATTACHMENT 1: SAMPLE REAP CONCEPT LETTER

[PLEASE PUT ON AGENCY LETTERHEAD]

DATE
CONTACT NAME/TITLE
ADDRESS

RE: CONCEPT LETTER INTENDING TO FULFILL REAP REQUIREMENTS

Section 1:

Please describe and outline tasks.

Section 2:

Please describe which priority above tasks fall under.

Section 3:

Please describe how much funds will used.

Section 4:

Please provide schedule of tasks.

Section 5:

Please provide contact information for project manager/lead staff person.

Section 6:

Please provide signature and date.

ATTACHMENT 2: REAP COUNCIL RESOLUTION

RESOLUTION

(Name of Metropolitan Planning Organization)

APPROVING THE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANT (REAP) FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES.

WHEREAS, the Housing and Community Department (HCD) have provided funds for the program shown above; and

WHEREAS, the provided funds by HCD have been made available through the San Joaquin Valley REAP Committee on behalf of Fresno Council of Governments, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, Stanislaus Council of Governments, Tulare County Association of Governments, and San Joaquin Council of Governments (SJCOG); and

WHEREAS, the San Joaquin Valley REAP Committee signed a Memorandum of Understanding (MOU) to facilitate the regional sub-allocations (Exhibit A); and

WHEREAS, SJCOG has been delegated the responsibility for the administration of the grant allocation, establishing necessary procedures; and

WHEREAS, the Housing and Community Development Department (HCD) awarded the allocation to SJCOG on behalf of San Joaquin County Member Agencies (City of Escalon, City of Lathrop, City of Lodi, City of Manteca, City of Ripon, City of Stockton, City of Tracy, and County of San Joaquin); and

WHEREAS, SJCOG and participating member agencies, will conduct planning activities that will accelerate housing production and housing-relative initiatives; and

WHEREAS, the technical assistance provided by the participating Valley MPOs represents staffing for the program that is reimbursable to the grant.

NOW, THEREFORE, BE IT RESOLVED THAT THE [INSERT LOCAL AGENCY]:

1. Conducts activities consistent with the grant requirements; and
2. Commits to providing documentation of work completed and other deliverables consistent with the grant requirements, and;
3. Total invoicing shall not exceed the allotted share as stipulated in Table 1 of SJCOG REAP Grant Guidelines.

Approved and adopted the ____ of _____, 2021. I, the undersigned hereby certify that the foregoing Resolution was duly adopted by the (Name of the Local Agency)

Following Roll Call Vote:

{Name of CITY MANAGER} _____ (signature)

Clerk/Secretary for the Governing Board

Ayes: _____ Nos: _____ Absent: _____

MEMORANDUM OF UNDERSTANDING

San Joaquin Valley Regional Early Action Planning Committee for Housing

This memorandum of understanding ("**MOU**") is made this 19th day of November 2020 ("**Effective Date**"), by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

Fresno Council of Governments

2035 Tulare Street Suite 201

Fresno, CA 93721

Email: tboren@fresnocog.org

Kern Council of Governments

1401 19th Street, Suite 300

Bakersfield, California 93301

Email: ahakimi@kerncog.org

Kings County Association of Governments

339 W D Street

Lemoore, CA 93245

Email: terri.king@co.kings.ca.us

Madera County Transportation Commission

2001 Howard Road, Suite 201

Madera, CA 93637

Email: patricia@maderactc.org

Merced County Association of Governments

369 W 18th Street

Merced, CA 95340

Email: stacie.guzman@mcagov.org

San Joaquin Council of Governments

555 E Weber Avenue

Stockton, CA 95202

Email: achesley@sjcog.org

Stanislaus Council of Governments

1111 "I" Street, Suite 308

Modesto, CA 95354

Email: rpark@stancog.org

Tulare County Association of Governments

210 N Church Street, Suite B

Visalia, CA 93291

Email: tsmalley@tularecog.org

RECITALS

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development ("**HCD**") has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding ("**Application**") to HCD by Fresno Council of Governments ("**FCOG**") as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the “**Initial Grant**”) to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 (“**Agreement**”). A true and correct copy of the Agreement is attached hereto as “Exhibit A.”
- F. This MOU is intended to reflect the Members’ understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
 - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
 - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
 - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
 - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
 - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in “Exhibit B,” in proportion to each Member’s relative population using California Department of Finance population estimates updated as of January 2020.
2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG’s compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.

4. Sub-Agreements. Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. Quarterly Reports. Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
6. Retention of Records. Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "**Records**") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. Disallowed Costs. Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.
8. Indemnity.
 - a. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
 - b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
9. Duration of MOU. This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

10. Subsequent MOUs. The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
11. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
 - a. A notice delivered by personal service is effective upon service to the recipient.
 - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.
12. General Provisions.
 - a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
 - b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
 - c. This MOU may not be modified or altered except by writing signed by all Members.
 - d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.

- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- l. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

Fresno Council of Governments

By: Tony Boren

Tony Boren, Director

Approved as to Legal Form:

By: _____

Print: _____

Kern Council of Governments

By: Ahron Hakimi

Ahron Hakimi, Director

Approved as to Legal Form:

By: _____

Print: _____

Kings County Association of Governments

By: Terri King

Terri King, Director

Approved as to Legal Form:

By: _____

Print: _____

Madera County Transportation Commission

By: Patricia Taylor

Patricia Taylor, Director

Approved as to Legal Form:

By: _____

Print: _____

Merced County Association of Governments

By: Stacie Guzman

Stacie Guzman, Director

Approved as to Legal Form:

By: _____

Print: _____

San Joaquin Council of Governments

By: Andrew Chesley

Andrew Chesley, Director

Approved as to Legal Form:

By: _____

Print: _____

Stanislaus Council of Governments

By: _____

Rosa Park, Director

Approved as to Legal Form:

By: Rosa Park

Print: _____

Tulare County Association of Governments

By: _____

Ted Smalley, Director

Approved as to Legal Form:

By: Ted Smalley

Print: _____

Exhibit A

Grant funding agreement number 19-REAP-14029

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL
SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-REAP-14029

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Fresno Council of Governments

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$10,218,830.75

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Fresno Council of Governments

CONTRACTOR BUSINESS ADDRESS

2035 Tulare St., #201

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

TONY BOREN

TITLE

EX. DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE

Tony Boren

DATE SIGNED

8/20/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Shaun Singh

DATE SIGNED

9/3/2020

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

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of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

3. Definitions

Terms herein shall have the same meaning as defined by the NOFA.

4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

5. Monitoring

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

EXHIBIT A

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- 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 statutory or Department requirements.
- E. 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.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

6. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development Division
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

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disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

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- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

5. Performance

The Grantee will be subject to amendments to this section as a result of future applications and awards.

6. Fiscal Administration

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

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REAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. 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 GAAP.
- D. 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.
- 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.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may
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perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee 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 and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records 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 statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

EXHIBIT D

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
 - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, 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.

EXHIBIT D

- D. 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 shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

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with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. **Third-Party Contracts**

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- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

EXHIBIT D

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

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1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and

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every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

Exhibit B

Pro-rata Initial Allocations to Each Regional Transportation Planning Agency Based on January 2020 California Department of Finance Population Estimates

REAP PLANNING GRANT INITIAL ALLOCATIONS				MPO
				DISTRIBUTION
MPO Share by Population*				
Fresno Council of Governments	1,032,227	23.50%		\$1,114,737.62
Kern Council of Governments	927,251	21.11%		\$1,001,370.41
Kings County Association of Governments	156,444	3.56%		\$168,949.28
Madera County Transportation Commission	160,089	3.64%		\$172,885.65
Merced County Association of Governments	287,420	6.54%		\$310,394.79
San Joaquin Council of Governments	782,545	17.81%		\$845,097.40
Stanislaus Council of Governments	562,303	12.80%		\$607,250.45
Tulare County Association of Governments	484,423	11.03%		\$523,145.14
Total	4,392,702	100.00%		\$4,743,830.75

REAP REPORTING FORM

Agency: _____
Name: _____
Title: _____
Date: _____

Quarterly Report: Q1-Q4

Q 1: FUNDING \$\$

Q 2: FUNDING \$\$

Q 3: FUNDING \$\$

Q 4: FUNDING \$\$

Make sure the following is complete before submittal:

- ☐ Form Complete
- ☐ Backup Attached

Send attachments electronically to Hailey Lang at lang@sicog.org.

Task List	Funding Used	Funding Available	Notes
INSERT TASK			
INSERT TASK			
INSERT TASK			
INSERT TASK			
INSERT TASK			

Please describe what funding was used for:

ITEM 4.5

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08**

SUMMARY:

The Manthey Road Rehabilitation Capital Improvement Project (CIP) PS 21-08 (Project) was created to rehabilitate the existing pavement south of Towne Centre Drive, see Attachment C for Location Map. The plans and specifications for the construction of the Project were advertised for bid on June 30, 2021 in accordance with the Lathrop Municipal Code (LMC) 2.36.060.

A total of three (3) bids were received and opened by the City Clerk on July 20, 2021. Based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be American Pavement Systems, Inc. (American), with a bid of \$302,353.

Staff requests City Council award a construction contract to American Pavement Systems, Inc. for construction of the Project in the amount of \$302,353 plus a 10% construction contingency in the amount of \$30,235 for a total cost not to exceed \$332,588.

Sufficient funding for this project was included in the FY 21/22 budget.

BACKGROUND:

On February 8, 2021, City Council approved the creation of the Manthey Road Rehabilitation Capital Improvement Project (CIP) PS 21-08. This project will rehabilitate the surface of Manthey Road from Towne Centre Drive to the San Joaquin River in three steps. Sections of the road will be ground out, removed, and then repaved. The road surface will then receive a scrub seal coat that will apply the asphalt binder and aggregate mix into the road's surface cracks. Finally, a Type 2 microsurfacing coat will be applied to the road to seal its surface and improve ride quality. New raised reflective pavement markers and thermoplastic centerline and edgeline striping and markings will be applied following rehabilitation of the road.

This work will provide this segment of Manthey Road with a smoother driving surface, better traction and improved protection for the road's structural section. This segment will serve as a southern entrance to the City until the completion of Golden Valley Parkway to its planned southern terminus.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08**

The plans and specifications for the construction of this project were completed by Public Works staff and advertised for bid on June 30, 2021, in accordance with the Public Contract Code and Lathrop Municipal Code Section 2.36.060. A total of three (3) bids were received, all determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Bid
American Pavement Systems, Inc.	\$302,353
VSS International, Inc.	\$364,000
Tracy Grading & Paving, Inc.	\$373,912

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is American. Staff requests City Council adopt resolution awarding a construction contract to American for the amount of \$302,353. Staff also requests City Council authorize a 10% construction contingency of \$30,235, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$332,588.

REASON FOR RECOMMENDATION:

The existing pavement on Manthey Road south of Towne Centre Drive is in need of repair. This project will provide a smoother driving surface, better traction, and prolong the life of the roadway.

FISCAL IMPACT:

The proposed construction contract with American is for \$302,353. A 10% construction contingency is requested in the amount of \$30,235 for a total cost not to exceed \$332,588. Funding for this project was included in the FY 21/22 budget.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08
- B. Construction Contract with American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08
- C. Project Location Map

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC.
FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08

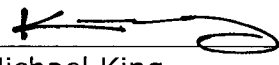
PAGE 3

APPROVALS:



Ken Reed
Senior Construction Manager

7-28-2021
Date




Michael King
Public Works Director

7-28-2021
Date




Cari James
Finance & Administrative
Services Director

7-28-2021
Date



Salvador Navarrete
City Attorney

7-28-2021
Date



Stephen J. Salvatore
City Manager

8.4.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08

WHEREAS, the Manthey Road Rehabilitation Capital Improvement Project (CIP) PS 21-08 was created to rehabilitate the existing pavement on Manthey Road south of Towne Centre Drive; and

WHEREAS, the plans and specifications for this project were completed and advertised for bid on June 30, 2021 in accordance with the Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, a total of three (3) bids were received and opened by the City Clerk on July 20, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be American Pavement Systems, Inc. with a bid of \$302,353; and

WHEREAS, staff requests the City Council award a construction contract to American Pavement Systems, Inc. in the amount of \$302,353; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$30,235 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$332,588; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the award of a construction contract to American Pavement Systems, Inc. for the Manthey Road Rehabilitation, CIP PS 21-08 in the amount of \$302,353; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$30,235 for a total cost not to exceed \$332,588 and authorize staff to spend up to this amount as necessary to accomplish the goals of the project.

The foregoing resolution was passed and adopted this 9th day of August 2021, 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 Contract, dated **August 9, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **American Pavement Systems, Inc.** (Contractor), whose Taxpayer Identification Number is_____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the **Manthey Road Rehabilitation, CIP PS 21-08** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to grinding out and repaving with Hot Mix Asphalt, application of a Scrub Seal Coat and Type 2 Microsurfacing, and removal and reapplication of raised pavement markers and thermoplastic striping and pavement markings, on Manthey Road from Towne Centre Drive to the San Joaquin River bridge, including the City's water tank asphalt apron.

The work shall be **completed within 10 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Bid Total: \$ 302,353 (Three Hundred and Two Thousand, Three Hundred and Fifty Three Dollars)

3. Construction Documents. This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by **American Pavement Systems, Inc.** on July 20, 2021. 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 Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked 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 public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by 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 Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by 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 contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, 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, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

To City: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330
PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: American Pavement Systems, Inc.
Mailing Address: 1012 11th Street Modesto, CA 95354
Phone: (209) 408-0427
Email: _____
ATTN: _____

Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract 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.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 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 this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract 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.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, 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 rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract 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.
- (16) 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.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, 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.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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.

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

CONTRACTOR:

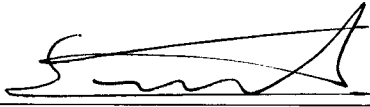
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

SECTION 00300**MANTHEY ROAD REHABILITATION
CIP PS 21-08****BID PROPOSAL FORMS**

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: **MANTHEY ROAD REHABILITATION, CIP PS 21-08**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the base bid or to award none of the work.

00300-1

SECTION 00300

MANTHEY ROAD REHABILITATION
CIP PS 21-08

BID PROPOSAL FORMS

MANTHEY ROAD REHABILITATION, CIP PS 21-08

BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization /Bonds	1	LS	40,000. ⁰⁰	40,000. ⁰⁰
2	Traffic Control	1	LS	30,500. ⁰⁰	30,500. ⁰⁰
3	Removal of Thermoplastic Markings and Striping and Raised Pavement Markers	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
4	Grind Out & Repave Asphalt 2.5" Deep (various locations)	15,200	SF	4. ⁰⁰	60,800. ⁰⁰
5	Scrub Seal, 1/4" chip	26,920	SY	2.55	68,646. ⁰⁰
6	Microsurfacing	29,140	SY	2.43	70,810. ²⁰
7	Fog Line Std. Detail 27B Thermoplastic	13,620	LF	0.90	12,258. ⁰⁰
8	Skip C/L Std. Detail 19 Thermoplastic	2,650	LF	1.05	2,782. ⁵⁰
9	Double Yellow C/L Std. Detail 22 Thermoplastic	4,330	LF	1.20	5,196. ⁰⁰
10	Markings THERMOPLASTIC (STOP, STOP AHEAD, STOP BAR)	170	SF	8. ⁰⁰	1,360. ⁰⁰

BASE BID : 302,352.⁷⁰BASE BID IN WORDS: Three Hundred Two Thousand, Three Hundred
Fifty Two Dollars and Seventy Cents

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

American Pavement Systems Inc.

1012 11th Street Ste 1000 Modesto, Ca 95354

- (2) Bidder's telephone number: 209-522-2277

- (3) Bidder's fax number: 209-408-0427

- (4) Bidder's Contractor's License (Class): A

License No.: 943792

Expires: 2/28/2022

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Lucas Dias
Rigo Chua Date of Inspection: 7/20/2021

- (5) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Please see Attached Experience List.		

SECTION 00300

MANTHEY ROAD REHABILITATION
CIP PS 21-08

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone #</u>
1. <u>R&R Striping S and Markings</u>	<u>374600 DIR 1000000306</u>	<u>11.77%</u>	<u>Chrisp Company (209) 948-2175 1001 Stokes Ave, Stockton, CA 95215</u>
2. <u>Grind out and Repave</u>	<u>990699 DIR 1000016966</u>	<u>18.25%</u>	<u>Tracy Grading & Paving (209) 839-6595 5431 W. Grant Line Rd, Tracy, CA 95304</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

00300-4

ATTACHMENT C -- PROJECT LOCATION MAP



ITEM 4.6

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL LAND SURVEY AND MAPPING SERVICES WITH DARRYL ALEXANDER & ASSOCIATES, INC.

RECOMMENDATION: Adopt Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services

SUMMARY:

The Land Development Division within the Public Works (PW) Department is responsible for processing all residential, commercial and industrial development projects. The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady.

While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks.

Staff is requesting City Council approval of a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. (Alexander & Associates) to provide On-Call Land Survey and Mapping Services on a time and materials basis for a cost not to exceed \$100,000.

BACKGROUND:

The Land Development Division within the Public Works Department is responsible for processing all residential, commercial and industrial development projects. The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady. Plan checks are either performed in-house or under contract with outside consulting firms, depending on the workload and complexity of the projects. The increase in construction and development projects requires more resources.

Staff solicited and received a proposal from Alexander & Associates to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$100,000. While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL LAND SURVEY AND MAPPING SERVICES WITH DARRYL ALEXANDER & ASSOCIATES, INC.****REASON FOR RECOMMENDATION:**

Continued professional services are needed for the Land Development Division to keep up with the continued rapid growth over the past few years, and the increase in construction and development projects.

FISCAL IMPACT:

The cost of the Professional Consulting Services Agreement with Alexander & Associates is not to exceed \$100,000 and will be paid on a time and materials basis. Sufficient funds have been included in the adopted fiscal year 2021-22 budget.

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services
- B. Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services

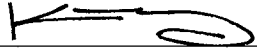
CITY MANAGER'S REPORT

PAGE 3

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL LAND SURVEY AND MAPPING SERVICES WITH DARRYL ALEXANDER & ASSOCIATES, INC.

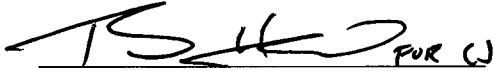
APPROVALS:



Michael King
Director of Public Works

8.2.2021

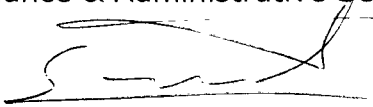
Date

 FOR W

Cari James
Finance & Administrative Services Director

8-2-2021

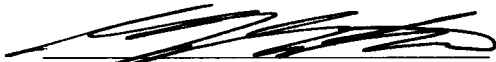
Date



Salvador Navarrete
City Attorney

8.2.2021

Date



Stephen J. Salvatore
City Manager

8.2.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DARRYL ALEXANDER & ASSOCIATES, INC., TO PROVIDE ON-CALL LAND SURVEY AND MAPPING SERVICES

WHEREAS, the Land Development Division within the Public Works Department is responsible for processing all residential, commercial and industrial development projects; and

WHEREAS, the City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady; and

WHEREAS, while City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks in order to keep pace with ongoing construction activity and;

WHEREAS, staff solicited and received a proposal from Darryl Alexander & Associates, Inc. to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$100,000; and

WHEREAS, sufficient funds have been included in the adopted fiscal year 2021-22 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services and will be paid on a time and material basis for an amount not to exceed \$100,000.

The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

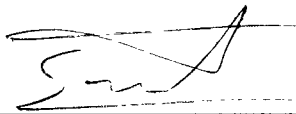
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
DARRYL ALEXANDER AND ASSOCIATES, INC.**

TO PROVIDE ON-CALL LAND SURVEY AND MAPPING SERVICES

THIS AGREEMENT, dated for convenience this **August _____, 2021** is by and between **DARRYL ALEXANDER AND ASSOCIATES, INC.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform On-Call Land Survey and Mapping 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 On-Call Land Survey and Mapping 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 On-Call Land Survey and Mapping 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 agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY's satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT on time and material basis not to exceed **\$100,000** as set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 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.

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(3) Effective Date and Term

The effective date of this Agreement is **August _____, 2021**, and it shall terminate no later than **June 30, 2023**.

(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'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.

(7) Assignment of Personnel

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

The services shall be performed by, or under the direct supervision, of CONSULTANT'S Authorized Representative: **Darryl Alexander**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S 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.

(9) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

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

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

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(10) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(11) Licenses

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

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(12) Business Licenses

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

(13) Termination

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

(14) 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

To Consultant: Darryl Alexander & Associates, Inc.
147 Old Bernal Avenue
Pleasanton, CA 94566
Phone: (925) 462-2255 or by email at
surveyor@trivalley.com

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(15) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(16) 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 insurances have been received. CITY shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

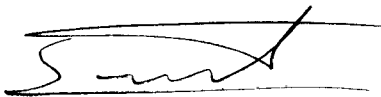
CITY OF LATHROP - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH DARRYL ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND
SURVEY AND MAPPING SERVICES

(17) Signatures

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

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8.2-2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Darryl Alexander & Associates, Inc.
147 Old Bernal Avenue, Suite 10
Pleasanton, CA 94566

Fed ID # 94-2991547

Business License No. # _____

Darryl Alexander, President

Date

Print Name

**DARRYL ALEXANDER &
ASSOCIATES, INC.**

ENGINEERING • SURVEYING • PLANNING

July 12, 2021

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

Attn.: Sandra Lewis

Re: Proposal for Land Survey and Mapping Services

Sandra,
We are pleased to assist the City of Lathrop for Land Survey and Mapping Services

Scope of Work:

Darryl Alexander & Associates, Inc. will provide map checking services in order review Tract Maps, Parcel Maps, Irrevocable Offers of Dedications (IOD's), Legal Descriptions and Plats for River Islands. Our checking services will be based upon the City of Lathrop Municipal Code and the CA Subdivision Map Act.

Fees:

Darryl Alexander & Associates, Inc. will provide the above services on a Time and Materials Basis. We will provide a Time and Materials estimate for each project or phase prior to beginning work on that phase of project. No additional work will be done without prior written authorization. The Time and Materials will be based upon the "Exhibit B" Per Diem Fee Schedule" attached hereto.

**DARRYL ALEXANDER
PLS 5071**

Darryl Alexander & Associates, Inc.
147 Old Bernal Ave., Suite 10
Pleasanton, CA 94566-7013

(925) 462-2255 – Phone
(925) 462-8092 – Fax
(925) 580-4890 - Cell

surveyor@trivalley.com – email

DARRYL ALEXANDER & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

FIRM QUALIFICATIONS

DARRYL ALEXANDER AND ASSOCIATES, INC., is a California C Corporation, located at 147 Old Bernal Avenue, Pleasanton, CA, 94566-7013. All contact will be with Darryl Alexander, President. Darryl can be reached at (925) 462-2255 or surveyor@trivalley.com.

DARRYL ALEXANDER AND ASSOCIATES, INC., is a full-service Land Surveying/Civil Engineering Company based in Pleasanton, California. Founded in 1978 DARRYL ALEXANDER & ASSOCIATES, INC., provides services to governmental agencies as well as the private sector.

DARRYL ALEXANDER & ASSOCIATES, INC., can provide complete Land Surveying and Civil Engineering Design Services. We pride ourselves in the use of the latest state of the art hardware and software. What separates DARRYL ALEXANDER & ASSOCIATES, INC., from its competition is quality, responsiveness, and dedication to the project, and the involvement of the principal from inception to completion.

All fieldwork is performed with top-of-the-line Leica Equipment. We are currently using AutoCAD civil design (AutoCAD 2020) for mapping and preparing drawings. For word processing, we use Microsoft Word and Microsoft Excel for spreadsheets.

KEY PERSONNEL

DARRYL ALEXANDER - PLS., President

Darryl Alexander is a Licensed Land Surveyor in the State of California with over 40 years' experience in land surveying and land planning related to public facilities and private development. Mr. Alexander worked in the Engineering Department of the City of Pleasanton from 1971 until 1978. In June 1978, he began a surveying business that has grown into DARRYL ALEXANDER AND ASSOCIATES, INC. As a graduate of Yuba College, in Marysville, CA. with a degree in Surveying, Darryl continues his education through University of California Extension courses, professional organizations, and seminars in order to stay current with today's technology explosion and our ever-changing government mandated requirements.

KEY PERSONNEL – LAND SURVEYING

STEVE LEVENSON PLS. – SUPERVISING SURVEYOR

Steve is a Licensed Land Surveyor in the State of California, LS 7094. Steve has over 35 years' experience as a Land Surveyor with a wide range of experience in both public and private practice. Before coming to Darryl Alexander & Associates, Inc. in 1985, Steve worked for the City of Newark as a Party Chief. Steve has extensive background in all aspects of Land Surveying including Agency Map Reviews. Steve is in charge of map checking, all field services, field calculations, reviewing field notes, preparation of Record Maps, Right-of-Way Plats and Legal Descriptions.

BRIAN ALEXANDER – SENIOR PARTY CHIEF

Brian started surveying with his father at a very young age. Brian has over 25 years of experience in Land Surveying. Brian is in charge of scheduling both GPS and the TPS field crews. Brian is pursuing his Land Surveyor in Training (L.S.I.T.) Exam.

KEY PERSONNEL – CIVIL ENGINEERING

Rob Diestler, RCE. – SUPERVISING CIVIL ENGINEER

ROB is a Registered Civil Engineer in the State of California, RCE 66722. Rob has over 15 years' experience in Civil Engineering. Rob is a graduate of San Jose State University with a degree in Civil Engineering. Rob has extensive AutoCAD experience, including Digital Terrain Modeling (DTM), Triangular Irregular Networks (TIN), Contouring, Profiling, Cross Sections, and Earthworks.

AVAILABILITY

The entire staff and field crews including Darryl Alexander PLS, Steve Levenson PLS, Rob Diestler PE, and Brian Alexander will be available to the City of Union City.

DISCLOSURES AND EXCEPTIONS TO CITY STANDARD AGREEMENT

Darryl Alexander & Associates, Inc., has NO potential conflicts of interest or any litigations that the firm may currently be engaged in.

Darryl Alexander & Associates, Inc., presently has and agrees to carry any required insurance coverage and endorsement information that is shown in the body of the agreement.

DARRYL ALEXANDER & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

SIMILAR PROJECTS WITH CONTACTS

DARRYL ALEXANDER AND ASSOCIATES, INC., currently provides on-call map checking services and surveying, to the following Cities:

CITY OF UNION CITY

**Farroq M. Azim, PE – City Engineer
(510) 675-5368 – FarroqA@unioncity.org**

CITY OF PLEASANTON

**Kaushik Bhatt – Associate Engineer
(925) 931-5664 – Kbhatt@cityofpleasantonca.gov**

CITY OF STOCKTON

**Willie Wong – Associate Engineer
(209) 937-8126 – willie.wong@stocktonca.gov**

CITY OF LATHROP

**Brad Taylor, PE – Associate Engineer
(209) 941-7438 – btaylor@ci.lathrop.ca.us**

CITY OF REDWOOD CITY

**James O’Connell, PE – Senior Civil Engineer
(650) 780-5923 – joconnell@redwoodcity.org**

TOWN OF HILLSBOROUGH

**Natalie Gribben, PE – Associate Engineer
(650) 375-7510 – ngribben@hillsborough.net**

Darryl Alexander presently signs maps as City Surveyor for the following Cities:

CITY OF UNION CITY

CITY OF PLEASANTON

CITY OF STOCKTON

CITY OF LATHROP

CITY OF REDWOOD CITY

TOWN OF HILLSBOROUGH

DARRYL ALEXANDER & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING

DARRYL ALEXANDER & ASSOCIATES, INC. PER DIEM FEE SCHEDULE OFFICE, PROFESSIONAL AND TECHNICAL SERVICES

EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

PRINCIPAL	\$ 200.00 PER HOUR
LAND SURVEYOR	175.00 PER HOUR
CIVIL ENGINEER	175.00 PER HOUR
LAND PLANNER	175.00 PER HOUR
CAD OPERATOR	125.00 PER HOUR
TECHNICIAN III	105.00 PER HOUR
TECHNICIAN II	95.00 PER HOUR
CLERICAL	75.00 PER HOUR

COURT APPEARANCES/DEPOSITIONS (MINIMUM CHARGE) - \$250.00 PER HOUR. PREPARATION AT APPLICABLE HOURLY RATES.

FIELD SURVEY SERVICES

1-MAN ROBOTIC SURVEY PARTY	\$210.00 PER HOUR
2-MAN SURVEY PARTY (INCLUDING EDM EQUIPMENT)	\$250.00 PER HOUR
PREVAILING WAGE (INCLUDING APPRENTICE)	\$295.00 PER HOUR
2-MAN SURVEY PARTY (INCLUDING GPS EQUIPMENT)	\$250.00 PER HOUR
1-MAN SURVEY PARTY (INCLUDING GPS EQUIPMENT)	\$210.00 PER HOUR

MATERIALS AND SERVICES

**CONSULTANTS, SPECIAL EQUIPMENT, REPRODUCTIONS, POSTAGE,
MATERIALS AND OTHER OUTSIDE CHARGES ACTUAL COST PLUS 10%**

ABOVE PRICES EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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ITEM 4.7

CITY MANAGER'S REPORT
AUGUST 9, 2021, CITY COUNCIL REGULAR MEETING

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT
4031 VILLAGE "S3" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4031 Village "S3" within the Lakeside East District, Totaling 48 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

The proposed Final Map for Tract 4031 will be the third and final tract map within the Village "S" area. Lennar Homes is proposing forty-eight (48) 51' x 63' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4031, Village "S3" and Subdivision Improvement Agreement with River Islands Stage 2A, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. The City of Lathrop City Council approved the Final Map for Tract 4021, Village "S", on May 11, 2020. A resubdivision of the 44 lots in Tract 4021 was approved by City of Lathrop City Council on January 11, 2021 with the acceptance of Tract 4060. Tract 4060 modified the access driveway ownership from property owner to Home Owner's Association (HOA). It also provided a separate Parcel "L" along Dell'Osso Drive that was dedicated to the City, for subsequent dedication to River Islands Public Financing Authority (RIPFA). The land for the proposed Final Map for Tract 4031 is within the geographic boundaries of VTM 3694 and Stage 2A.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for Village "S" is \$2,931,348, however, a large portion of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4021 that guarantee the unfinished improvements for Village "S", including both Tracts 4021, 4060, and 4031, in the amount of:

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4031 VILLAGE "S3" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Unfinished Improvement Total:	\$3,835,421
Performance Bond (120% of Unfinished Improvements):	\$4,602,505
Labor & Materials Bond (50% of Performance Bond):	\$2,301,253

The SIA for Tract 4031 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4031, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village "S" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4021 Final Map in 2020. The CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

River Islands must satisfy the Escrow Instructions, included as Attachment "D", to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4021	Bond provided on 5/11/2020
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4021	Bond provided on 5/11/2020
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 48 LOTS IN TRACT 4031 VILLAGE "S3" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4031 Village "S3" - City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 11	Annexed with Tract 4021 on 5/11/2020
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4031 Village "S3" within the Lakeside East District, Totaling 48 Single Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Vicinity Map - Village "S3"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4031, Village "S3"
- D. Escrow Instructions for Final Map Tract 4031 Village "S3"
- E. Final Map - Tract 4031 Village "S3"

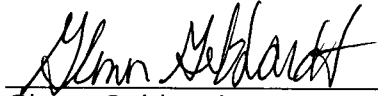
CITY MANAGER'S REPORT

PAGE 4

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

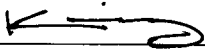
**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 48 LOTS IN TRACT 4031 VILLAGE "S3" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS**

APPROVALS



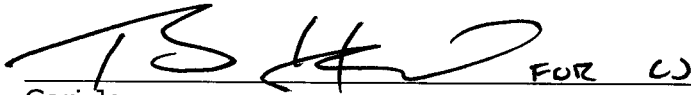
Glenn Gebhardt
City Engineer

7/14/21
Date



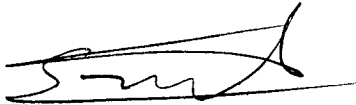
Michael King
Public Works Director

7.28.2021
Date

 FOR C)

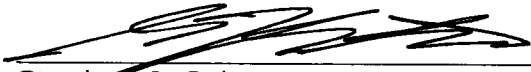
Cari James
Finance & Administrative Services Director

7/29/2021
Date



Salvador Navarrete
City Attorney

7.28.2021
Date



Stephen J. Salvatore
City Manager

8.2.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4031 VILLAGE "S3" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 48 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, City Council approved the Final Map for Tract 4021, Village "S", on May 11, 2020. A resubdivision of the 44 lots in Tract 4021 was approved by City Council on January 11, 2021 with the acceptance of Tract 4060; and

WHEREAS, the land for the proposed Final Map for Tract 4031 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4031, in the amounts shown in Table 1 below, were provided with the approved SIA for Tract 4021 and therefore additional guarantee is not required to be provided with the SIA for Tract 4031. Tracts 4021, 4060, and 4031 are collectively known as Village "S"; and

Table 1 – Bond Values

Unfinished Improvement Total:	\$3,835,421
Performance Bond (120% of Unfinished Improvements):	\$4,602,505
Labor & Materials Bond (50% of Performance Bond):	\$2,301,253

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Village "S" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4021 Final Map in 2020; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4031 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, in substantially the form as attached to the August 9, 2021 staff report.

The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

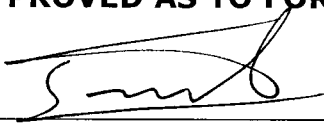
ABSENT:

Sonny Dhaliwal, Mayor

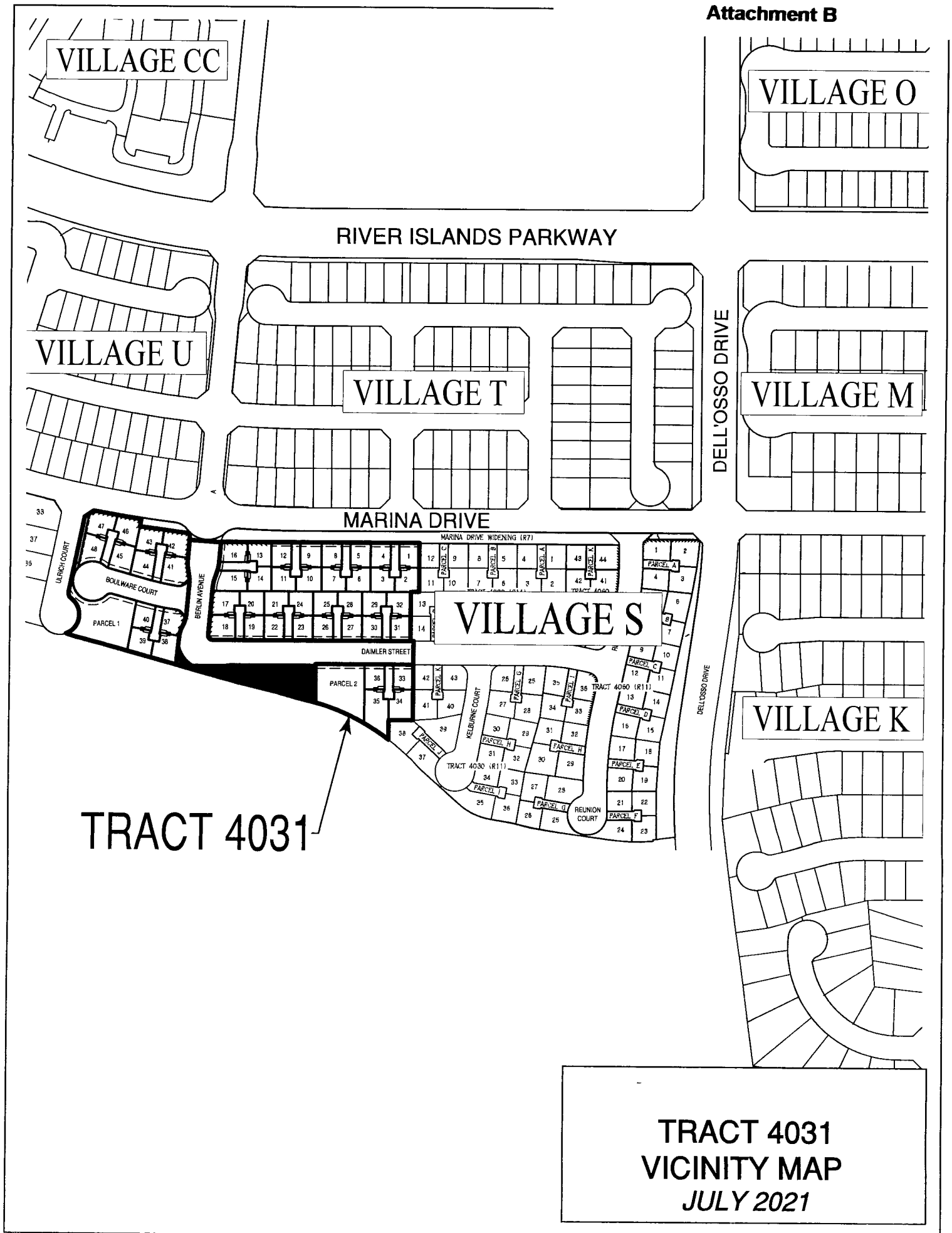
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4031 VILLAGE “S3” 48 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of August 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2A, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4031. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4031 (Village “S3”) located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4021 that guarantee the unfinished improvements for Village “S”, which includes Tract 4031, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4031.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4031 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4031 and Village “S3” overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4031 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY’S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER’S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4031 that is conveyed to a private interest not associated with the transfer of title of Tract 4031 associated with the filing of Tract 4031 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4031, or August 9th, 2022, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$460,251 equal to 10% of the estimated cost of the Improvements for the Village "S" entire area (\$4,602,505) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4031 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4021 that guarantee the unfinished improvements for Village "S", which includes Tract 4031, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4031. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$3,835,421
Performance Bond (Bond No. 0757341):	\$4,602,505
Labor & Materials Bond (Bond No. 0757341):	\$2,301,253

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.
16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.
17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.
18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.
19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4031.
20. The following miscellaneous provisions are applicable to this Agreement:
 - a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
 - b. Definitions. The definitions and terms are as defined in this Agreement.
 - c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
 - d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
 - e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
 - f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4031

EXHIBIT B VILLAGE "S" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "S"
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of August 2021, at Lathrop, California.

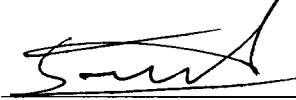
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  7.28-2021

Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

SUBDIVIDER

River Islands Stage 2A, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Oso
President

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

EXHIBIT "A"

FINAL MAP - TRACT 4031

DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE 53", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DARRYL A ALEXANDER, PLS 5071
ACTING CITY SURVEYOR



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1908. THE CHARACTER AND OCCUPY THE POSITIONS INDICATED HEREON OCTOBER 5, 2020. HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED HEREON THAT THEY WILL BE TO THESE POSITIONS BEFORE DECEMBER 31, 2021, AND THAT THE MONUMENTS ARE OR THAT THEY WILL BE SUFFICIENT TO ENABLE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DYLAN CRAWFORD P I S NO 7788



GLEN GERNARDI, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT ACQ., OVER ISLANDS- STAGE 2A, VILLAGE 53", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THAT WHICH APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERE-TO, APPLICABLE AT THE TIME OF APPROVAL OF THE AMENDED VESTING TENTATIVE MAP.

GLENN GEBHARDT, P.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



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

- THE OFFER OF DEDICATION FOR PUBLIC UTILITY EASEMENTS RECORDED DECEMBER 28, 2020 AS DOCUMENT NO 2020-183109, SAN JOAQUIN COUNTY RECORDS IS HEREBY ABANDONED BY THIS FINAL MAP, PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1

TRACT 4031
RIVER ISLANDS - STAGE 2A
VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 M&P 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



(R1)	TRACT 3908, RIVER ISLANDS--STAGE 2A, VILLAGE 10 FINAL MAP, FILED SEPTEMBER 20, 2016, IN BOOK 43 MAPS AND PLATS, PAGE 60, S.1/4, S.1/4 (43 MAP 52)
(R2)	TRACT 3989, RIVER ISLANDS--STAGE 2A, VILLAGE 10 FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.1/4, S.1/4 (43 MAP 54)
(R3)	TRACT 3992, RIVER ISLANDS--STAGE 2A, VILLAGE 10 FINAL MAP, FILED NOVEMBER 8, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 111, S.1/4, S.1/4 (43 MAP 111)
(R4)	TRACT 3994, RIVER ISLANDS--STAGE 2A, VILLAGE 10 FINAL MAP, FILED DECEMBER 13, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 60, S.1/4, S.1/4 (43 MAP 60)
(R5)	TRACT 3995, RIVER ISLANDS--STAGE 2A, VILLAGE 10 FINAL MAP, FILED DECEMBER 17, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 114, S.1/4, S.1/4 (43 MAP 114)
(R6)	TRACT 3995, RIVER ISLANDS--PHASE 1B, VILLAGES J & K FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 42 MAPS AND PLATS, PAGE 89, S.1/4, S.1/4 (42 MAP 89)
(R7)	TRACT 4021, RIVER ISLANDS--STAGE 2A, VILLAGE 5 FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 139, S.1/4, S.1/4 (43 MAP 139)
(R8)	TRACT 3831, RIVER ISLANDS--PHASE 1B, VILLAGES J & K FINAL MAP, FILED JANUARY 23, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 16, S.1/4, S.1/4 (43 MAP 16)
(R9)	TRACT 3832, RIVER ISLANDS--PHASE 1B, VILLAGE 4 & K FINAL MAP, FILED AUGUST 1, 2016, IN BOOK 42 MAPS AND PLATS, PAGE 66, S.1/4, S.1/4 (42 MAP 66)
(R10)	RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-177264, S.1/4 (35 SURVEYS 142)
(R11)	TRACT 4060, RIVER ISLANDS--PHASE 1B, VILLAGE 5A FINAL MAP, FILED FEBRUARY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 161, S.1/4, S.1/4 (43 MAP 161)

RIGHT TO OPEN STATEMENT

PUR CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WHEN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES YOU ARE HEREBY NOTICED THAT THE CITY LIMITS YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER ACTIVITIES SUCH AS HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, ROCKETS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL, AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5004-5-001.D, AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENZCO, INCORPORATED, JOSEF J. TROTTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.

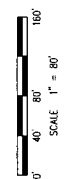
"TRACT 4031, RIVER ISLANDS, SLIDE 2A, VALLADE 33" CONTAINS 48 RESIDENTIAL LOTS, CONTAINING A 560 ACRES, MORE OR LESS, AS SHOWN ON SAID MAP HEREIN. THE TOTAL AREA OF THIS TRACT IS 560 ACRES, MORE OR LESS, AS SHOWN ON SAID MAP HEREIN. (PLEASE REFER TO THE SUMMARY TABLE BELOW.)

TRACT 4031 AREA SUMMARY	
LOTS 1 THROUGH 48	3.995 AC±
PARCEL A THROUGH L	0.575 AC±
PARCEL 1 AND 2	0.779 AC±
STREET DEDICATIONS	0.469 AC±
TOTAL	5.81 AC±

- THOSE AREAS DESIGNATED AS "1.6" OR PRIVATE NON-EXCLUSIVE ACCESS ELEMENT ARE SHOWN FOR ACCESS PURPOSES FOR THE USE OF THE ADJACENT LOT AS SHOWN AND SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS ASSOCIATION BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER: 2140271957-16 (VERSION 2) DATED JUNE 18, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY
- SUBJECT TO REGISTRATION OF A NOTED UPOON THE MAP OF TRACT 401-BRICK ISLANDS STAGE 2A PARCEL 51, RECORDED SEPTEMBER 15, 2020 IN BOOK 43 OF MAPS AND PLATS, AT PAGE 139, SAN JOAQUIN COUNTY RECORDS REFER TO OWNERS STATEMENT ON SHEET 1 AND NOTES ON SHEET 2

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SPOKANE COUNTY, CALIFORNIA
JULY 2021

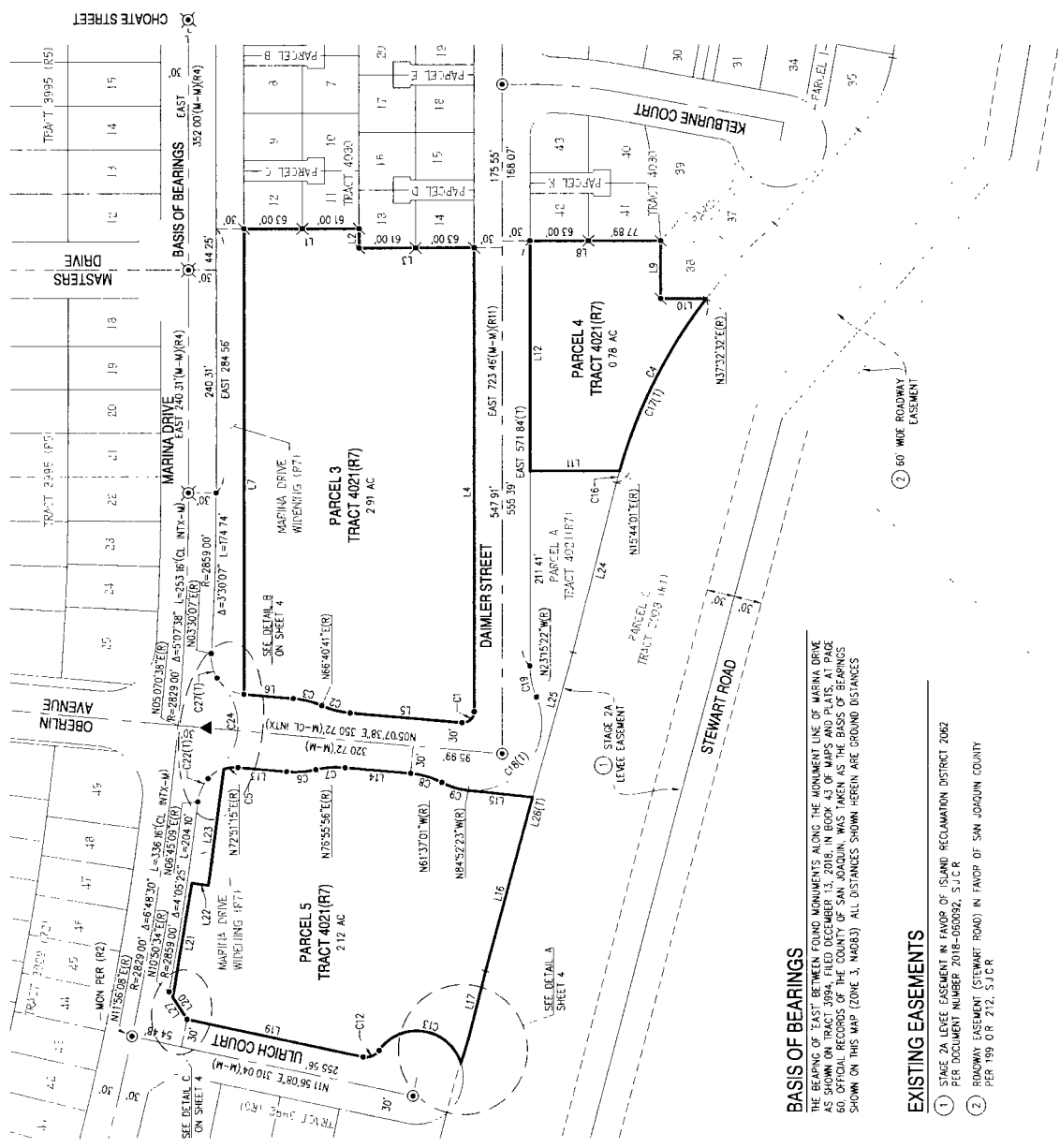


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R7)
- ⊗ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R6)
- ✓ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R1)
- ✗ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R7)
- T SET 5/8" - 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REBAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (1) TOTAL
- (6) BOUNDARY
- A-E PRIVATE ACCESS EASEMENT
- P-U PUBLIC UTILITY EASEMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- STREET TIE LINE
- CENTERLINE
- RESTRICTED ACCESS

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 4 FOR EXISTING EASEMENTS, AND EASEMENT REFERENCE LIST
3. SEE SHEET 4 FOR LINE AND CURVE TABLES



BASIS OF BEARINGS

THE BEARING OF "EAST" BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF MARINA DRIVE AS SHOWN ON TRACT 3984, FILED DECEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 107, IS THE BASIS OF BEARINGS FOR ALL MONUMENTS AND EASEMENTS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

EXISTING EASEMENTS

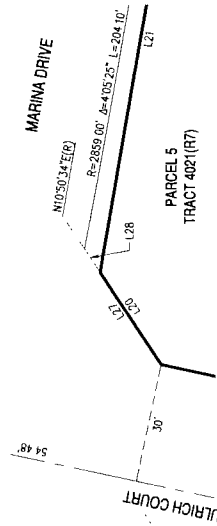
- ① STAGE 2A LEVEL EASEMENT IN FAVOR OF ISLAND RECREATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-060892, S.J.C.R.
- ② ROWWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 212, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4

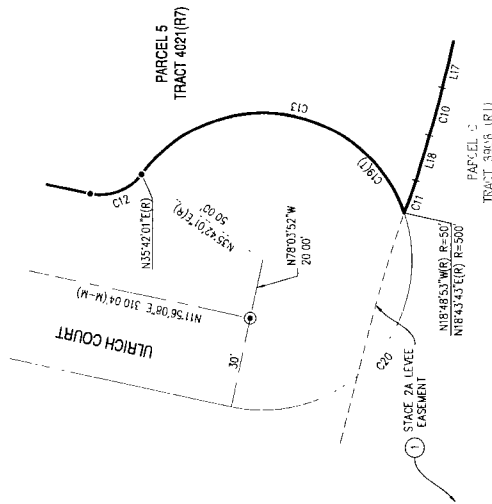
LINE TABLE			LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L1	N6°15'32"E	124.00'	L16	N74°39'34"W	191.54'	C1	12.00'	95°07'38"
L2	EAST	20.81'	L17	N75°37'40"W	73.27'	C2	100.00'	181°14'2"
L3	N6°15'32"E	124.00'	L18	N71°06'02"W	10.34'	C3	100.00'	181°14'2"
L4	EAST	501.98'	L19	N11°56'08"E	194.74'	C4	550.00'	21°48'31"
L5	N50°07'38"E	120.93'	L20	N58°23'21"E	27.88'	C5	40.00'	22°16'23"
L6	N50°07'38"E	52.50'	L21	N80°17'05"W	123.01'	C6	100.00'	181°14'2"
L7	EAST	503.61'	L22	N8°29'01"E	18.22'	C7	100.00'	181°14'2"
L8	N6°15'32"E	140.89'	L23	N82°23'19"W	125.88'	C8	87.00'	23°15'22"
L9	EAST	62.00'	L24	N75°37'40"W	190.37'	C9	73.00'	23°15'22"
L10	N6°15'32"E	49.15'	L25	N74°39'34"W	163.49'	C10	200.00'	4°31'38"
L11	NORTH	96.75'	L26	N74°39'34"W	355.03'	C11	500.00'	0°10'15"
L12	EAST	248.00'	L27	N58°23'21"E	35.02'	C12	17.00'	66°14'06"
L13	N50°07'38"E	52.50'	L28	N58°23'21"E	7.13'	C13	50.00'	125°28'08"
L14	N50°07'38"E	70.89'				C14	50.00'	120°45'00"
L15	N6°05'32"E	69.77'				C15	50.00'	246°14'06"

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCAUERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4071 (43 MAP 139)
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

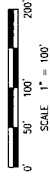


DETAIL C
NOT TO SCALE

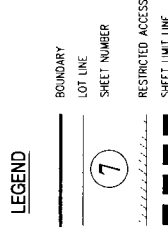


TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

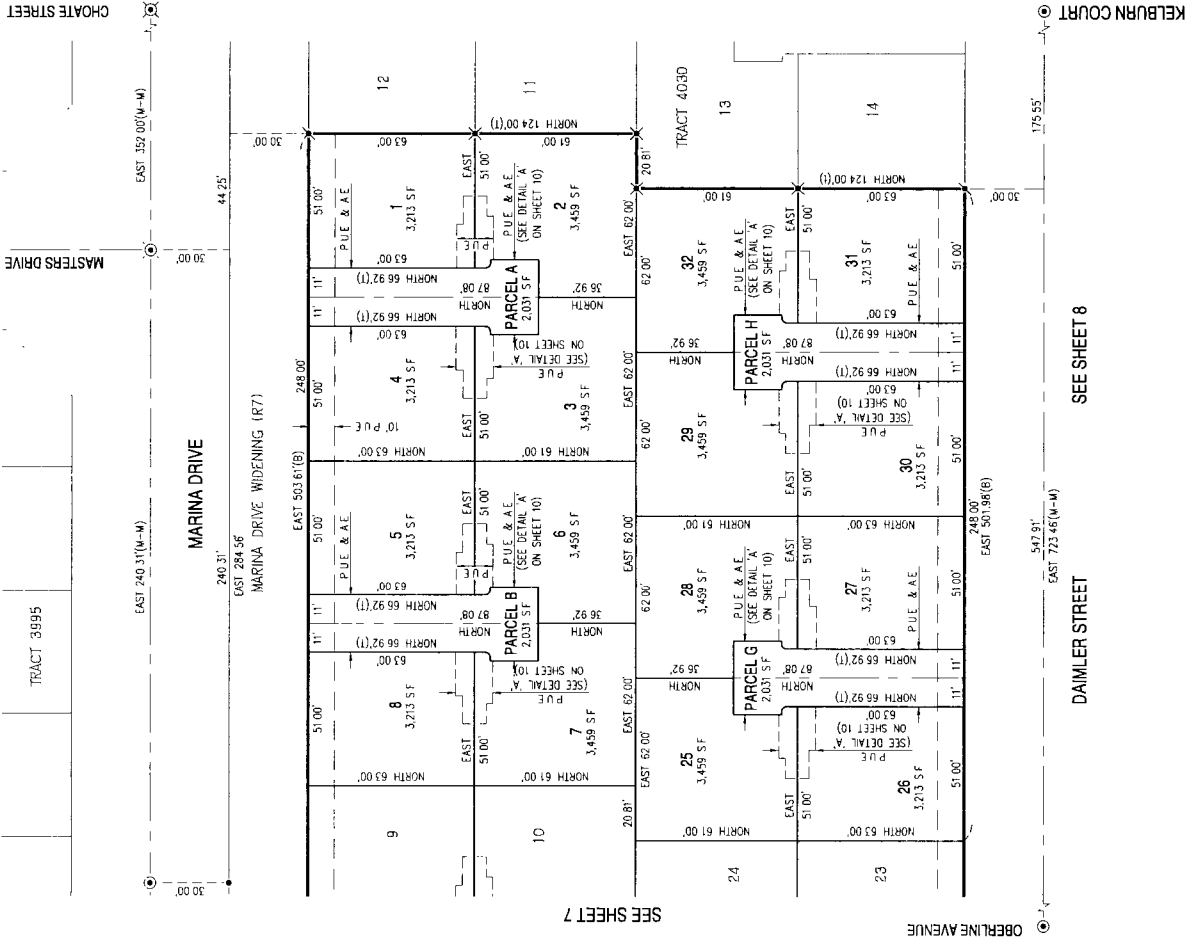
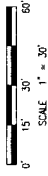


SHEET INDEX



TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R7)
- ⊗ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R6)
- ✓ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ✗ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 1 1/2" BRASS DISK STAMPED "PLS 7788"

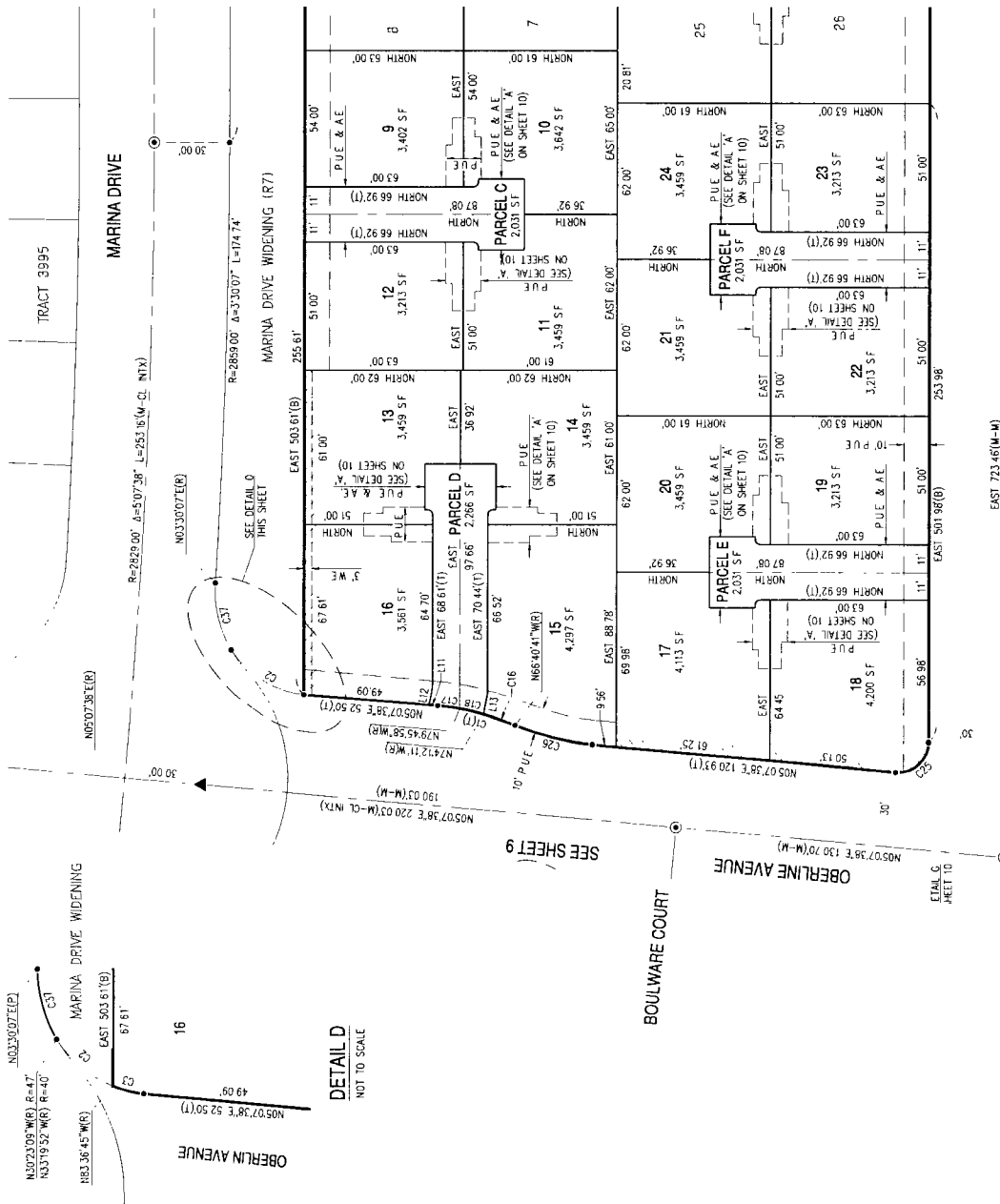
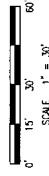
T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 1.00' INTO PROPERTY ALONG PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SANTIAGO COUNTY, CALIFORNIA
JULY 2021



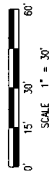
MONUMENTATION NOTES

- Ⓢ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- Ⓢ FOUND MONUMENT PER (R7)
- Ⓢ FOUND MONUMENT PER (R4)
- Ⓢ FOUND MONUMENT PER (R6)
- Ⓢ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- Ⓢ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11)
- Ⓢ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7)
- Ⓢ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R7)
- Ⓢ FOUND 117" BRASS DISK STAMPED "PLS 7788"

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)

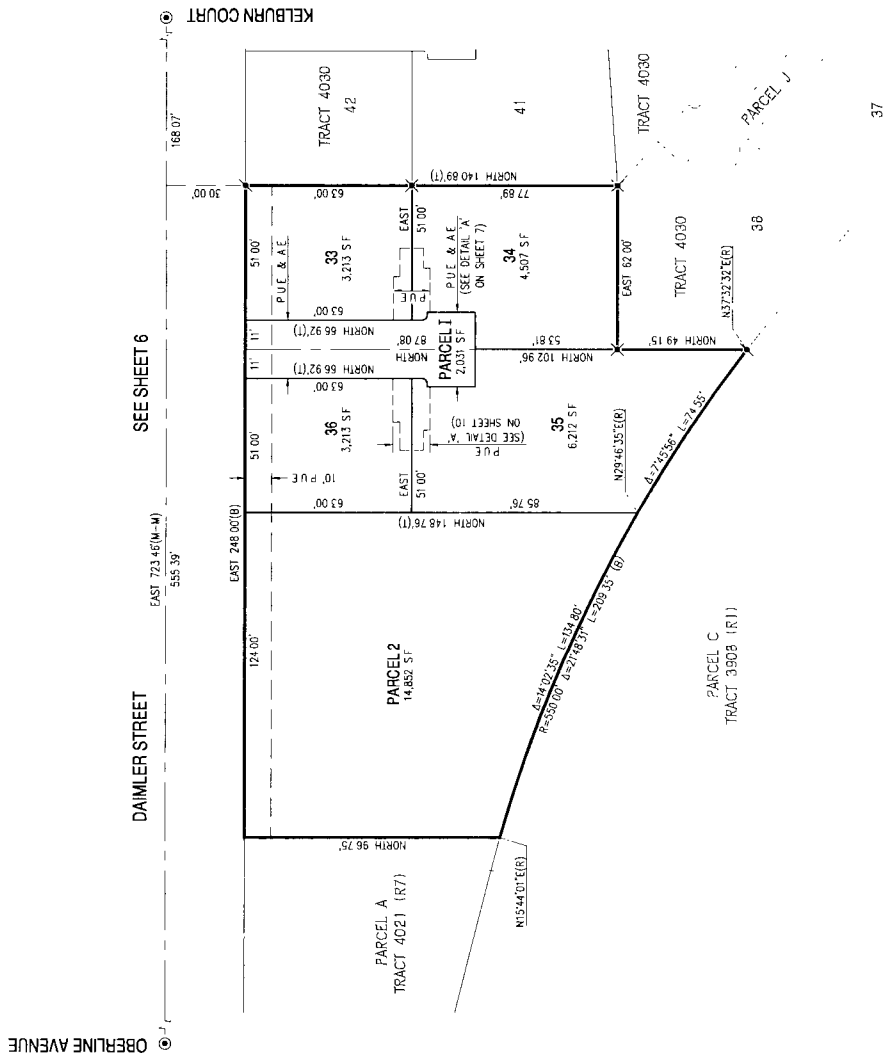
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 M&P 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



© SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 ○ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"

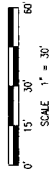
- FOUND MONUMENT PER (R7)
- ✗ FOUND MONUMENT PER (R4)
- FOUND MONUMENT PER (R6)
- ✓ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7786" PER (R11)
- ✗ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7786" PER (R11)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7786" PER (R7)
- ▲ FOUND MONUMENT PER (R7)
- △ SET 117" BRASS DISK STAMPED "PLS 7786"

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
2. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)



TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 109)
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

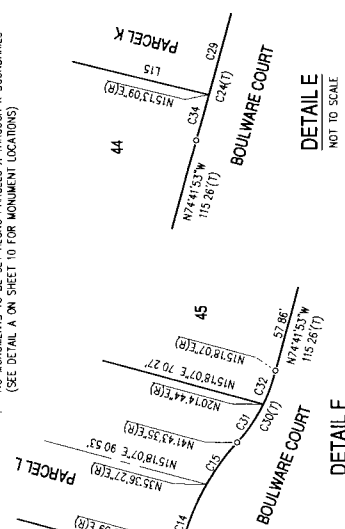


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R7)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R6)
- ✕ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ✕ FOUND 5/8" BEAR W/ PLASTIC PLUG "PLS 7788" PER (R11), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 1 1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" BEAR W/ PLASTIC PLUG "PLS 7788" FOR ALL BEAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 1.00' INTO PROPERTY ALONG PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)



DETAIL A
NOT TO SCALE

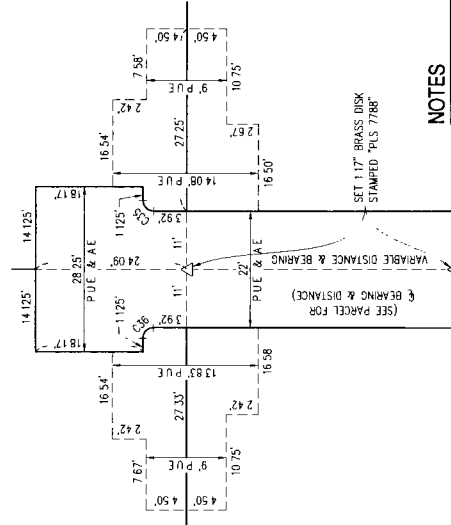
TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 19)
CITY OF LAHADA, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 10 ONLY

LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE					
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N1518.07°E	11.00'	C1	100.00	181°14'2"	31.76'	C17	100.00	508°24'	8.91'	C33	25.00	202°50'	8.94'
L2	N56°23'21"E	35.02'	C2	40.00	50°16'52"	35.10'	C18	100.00	533°47'	9.71'	C34	520.00	0°04'59"	0.75'
L3	N55°23'21"E	14.25'	C3	40.00	115°37'	0.88'	C19	87.00	18°39'01"	28.23'	C35	2.00	90°00'00"	3.14'
L4	N56°23'21"E	13.64'	C4	40.00	51°32'30"	35.98'	C20	87.00	41°36'20"	6.99'	C36	2.00	90°00'00"	3.14'
L5	N56°23'21"E	7.13'	C5	40.00	22°16'23"	15.55'	C21	73.00	20°59'24"	26.74'	C37	47.00	33°53'15"	27.80'
L6	N8°39'01"E	18.22'	C6	100.00	181°14'2"	31.76'	C22	73.00	21°55'58"	2.89'	C38	17.00	58°30'16"	17.86'
L7	N71°06'02"W	10.34'	C7	100.00	181°14'2"	31.76'	C23	25.00	107°36'41"	46.95'	C39	25.00	108°24'38"	46.43'
L8	N78°03'52"W	20.00'	C8	87.00	23°15'22"	35.31'	C24	520.00	7°31'12"	68.25'	C40	100.00	14°57'24"	26.10'
L9	N79°36'10"W	51.00'	C9	73.00	23°15'22"	29.63'	C25	12.00	95°07'38"	19.92'	C41	100.00	31°41'08"	5.65'
L10	N79°36'10"W	50.69'	C10	50.00	125°39'06"	109.51'	C26	100.00	181°14'2"	31.76'	C42	580.00	2°45'24"	27.91'
L11	N50°7'38"E	3.42'	C11	17.00	66°14'06"	19.65'	C27	520.00	530°46'	45.49'	C43	580.00	1°05'14"	11.00'
L12	N80°31'06"W	7.49'	C12	200.00	43°1'38"	15.80'	C28	520.00	107°46'	10.25'	C44	580.00	1°05'12"	11.00'
L13	N80°31'06"W	9.37'	C13	50.00	71°47'57"	62.86'	C29	520.00	117°41'	11.75'	C45	580.00	3°00'17"	30.42'
L14	N84°52'22"W	34.61'	C14	50.00	13°00'28"	11.35'	C30	17.00	26°25'28"	7.84'	C46	500.00	0°10'15"	1.49'
L15	N14°00'25"E	6.81'	C15	50.00	80°7'09"	5.34'	C31	17.00	21°28'51"	6.37'	C47	25.00	202°12'06"	8.88'
L16	N14°00'25"E	7.91'	C16	100.00	73°1'30"	13.13'	C32	17.00	4°56'37"	1.47'				

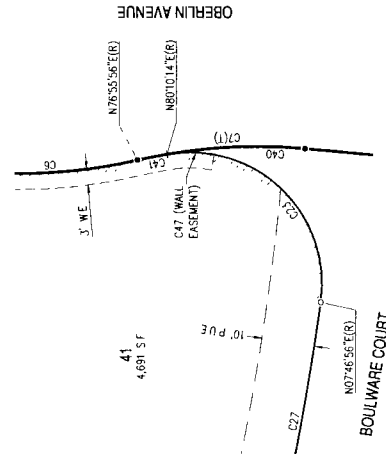


NOTES

1. DISTANCES BETWEEN BRASS DISK MONUMENTS FOR EACH PARCEL IS THE CENTERLINE DISTANCE FOR EACH PARCEL (SHOWN ON SHEETS 6 THROUGH 9) MINUS 24.09 FEET
2. ALL ANGLES SHOWN ARE 90°

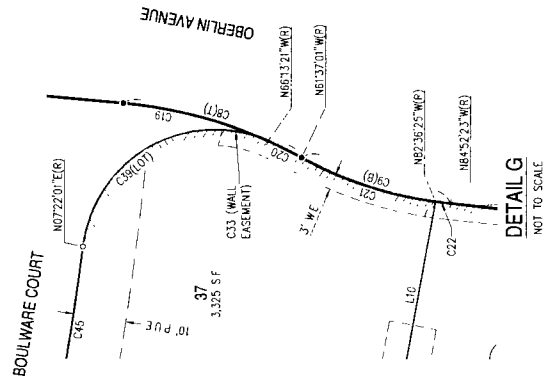
DETAIL A

NOT TO SCALE



DETAIL H

NOT TO SCALE



DETAIL G

NOT TO SCALE

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

EXHIBIT "B"

VILLAGE "S" AREA

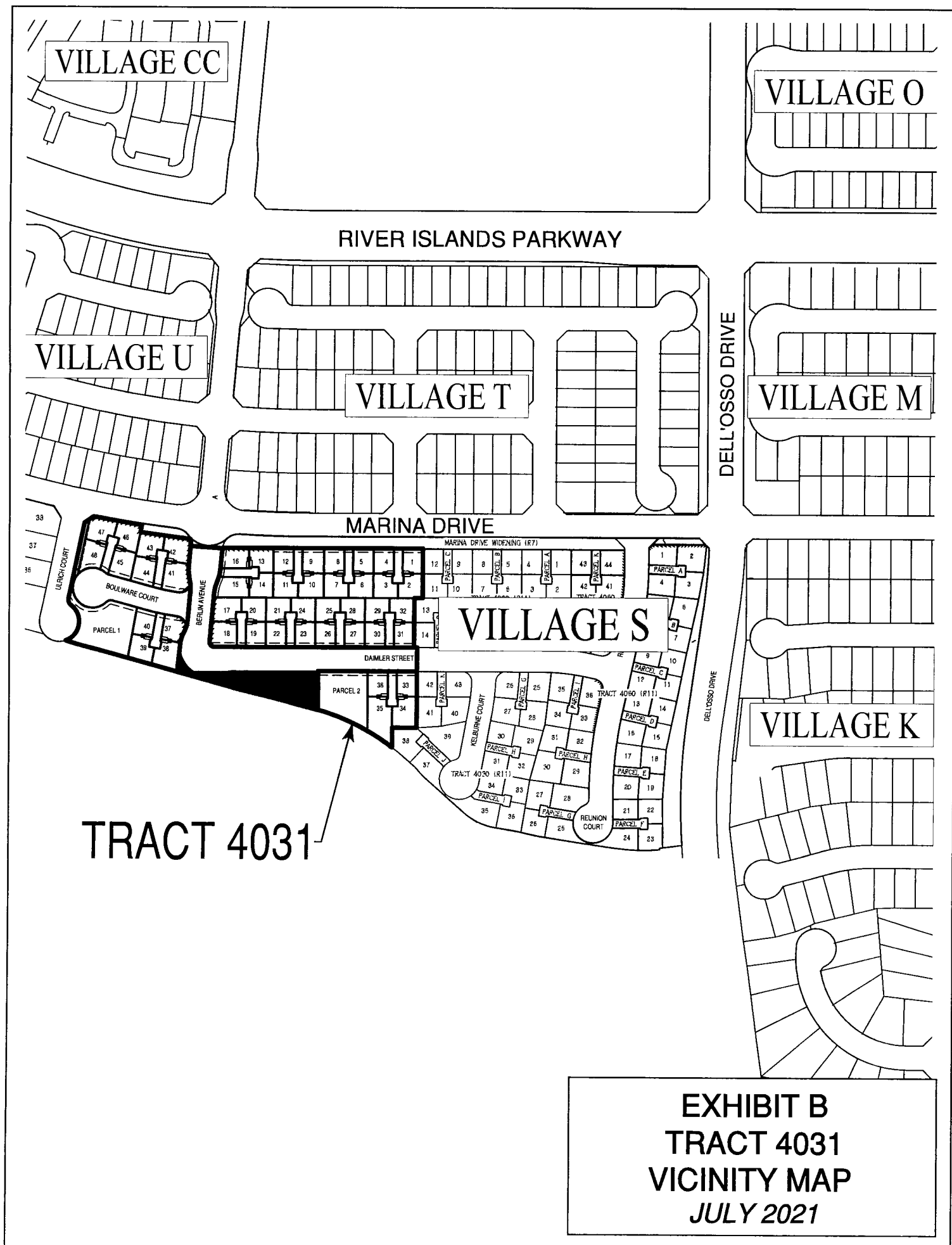


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

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

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center		
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED River Islands Stage 1, LLC 73 W Stewart Rd Lathrop, CA 95330	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Specialty Insurance Company		12537
	INSURER B: Navigators Specialty Insurance Company		36056
	INSURER C: Homesite Insurance Company		17221
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W21380981 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ATN217764P	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER						\$
B	AUTOMOBILE LIABILITY			LA21FXSZ07W8RIC	03/19/2021	03/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
						\$	
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CPX-7558052-00	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DED RETENTION \$						Prods/Comp Ops \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	E L EACH ACCIDENT \$				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E L DISEASE - EA EMPLOYEE \$				
			E L DISEASE - POLICY LIMIT \$				
C	Excess Liability			CPX-7558052-00	03/19/2021	03/19/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Tract 4031, Village S3
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
- and
- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
- (i) apply on a primary and non-contributory basis;
 - and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4031 Village "S3"

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "S" – FULL IMPROVEMENT COST

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
VILLAGE S PUBLIC IMPROVEMENTS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 19, 2020
Job No.: 25504-23

Item	Description	Quantity	Unit	Unit Price	Amount
1	Rough Grading & Pad Finish (90% Completion)	1	LS	\$ 22,132.00	\$ 22,132.00
2	Sanitary Sewer Main Line (40% Completion)	1	LS	\$ 253,585.00	\$ 253,585.00
3	Sanitary Sewer Courts (40% Completion)	1	LS	\$ 107,222.00	\$ 107,222.00
4	Storm Drain (40% Completion)	1	LS	\$ 317,798.00	\$ 317,798.00
5	Domestic Water (40% Completion)	1	LS	\$ 224,010.00	\$ 224,010.00
6	Joint Trench (0% Completion)	1	LS	\$ 1,065,559.00	\$ 1,065,559.00
7	Concrete (0% Completion)	1	LS	\$ 336,652.00	\$ 336,652.00
8	Finish Grade, AB & AC Paving (0% Completion)	1	LS	\$ 518,180.00	\$ 518,180.00
TOTAL COST TO COMPLETE \$					2,845,138.00

Notes:

- 1) Estimate for cost to complete based on cost to complete summary sheet and backup documents for Village S received on March 19, 2020.



River Islands - Village "S" Park
100% Improvement Plans

OPINION OF PROBABLE COST

Lathrop, CA
3/18/2020

ITEM DESCRIPTION		UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation					
1	Site Grading (Rough/Fine)	SF	43,869	\$ 0.25	\$ 10,967.25
2	Storm Drain Curb Inlet Tie-In	EA	1	\$ 1,000.00	\$ 1,000.00
3	Storm Drain Inlet	EA	4	\$ 3,500.00	\$ 14,000.00
4	8" Storm Drain Line	LF	152	\$ 40.00	\$ 6,080.00
4	12" Storm Drain Line	LF	93	\$ 40.00	\$ 3,720.00
		SUB-TOTAL			\$ 35,767.25
B. Flatwork / Surfacing / Walls					
1	Natural colored 6" Conc. Flatwork	SF	4,013	\$ 12.00	\$ 48,156.00
2	Concrete Ramp (Playground)	EA	1	\$ 3,000.00	\$ 3,000.00
3	Asphalt Trail	SF	1,196	\$ 10.00	\$ 11,960.00
4	Gravel Shoulder	SF	797	\$ 5.00	\$ 3,985.00
5	Fibar	SF	1,810	\$ 75.00	\$ 135,750.00
6	Flagstone Steppers	SF	213	\$ 16.00	\$ 3,408.00
7	12" Concrete Mow Curb	LF	773	\$ 23.58	\$ 18,227.34
8	Monolithic Sidewalk/Deepend Edge at Playground	LF	158	\$ 160.00	\$ 25,280.00
9	Deepend Edge at Playground	LF	32	\$ 160.00	\$ 5,120.00
10	4' Tubular Steel Fence	LF	195	\$ 45.00	\$ 8,775.00
		SUB-TOTAL			\$ 263,661.34
C. Furnishings / Equipment / Structures					
1	Benches	EA	9	\$ 2,905.00	\$ 26,145.00
2	Trash Receptacles	EA	2	\$ 3,025.00	\$ 6,050.00
3	Recycling Receptacles	EA	2	\$ 3,025.00	\$ 6,050.00
4	Picnic Table	EA	2	\$ 3,587.00	\$ 7,174.00
5	Shade Structure	EA	1	\$ 25,000.00	\$ 25,000.00
6	Playground Equipment	LS	1	\$ 100,000.00	\$ 100,000.00
7	Removable Bollards	EA	3	\$ 2,500.00	\$ 7,500.00
		SUB-TOTAL			\$ 177,919.00
D. Planting					
1	Soil Conditioning & Amendments	SF	36,849	\$ 0.53	\$ 19,529.97
2	Sod Lawn	SF	7,320	\$ 0.20	\$ 1,464.00
2	Hydroseeded Wildflower Mix	SF	18,725	\$ 0.20	\$ 3,745.00
3	1 Gallon Shrubs	EA	1,047	\$ 12.50	\$ 13,087.50
4	15 Gallon Trees	EA	53	\$ 243.00	\$ 12,879.00
5	Bark	SF	10,804	\$ 0.85	\$ 9,183.40
6	Root Barrier	LF	629	\$ 12.60	\$ 7,925.40
		SUB-TOTAL			\$ 67,814.27
E. Irrigation Controls & Distribution					
1	Irrigation System	SF	36,849	\$ 2.25	\$ 82,910.25
		SUB-TOTAL			\$ 82,910.25
F. Miscellaneous					



OPINION OF PROBABLE COST

River Islands (Stage 2A) - Village S Marina Ave

Lathrop, CA

90% Submittal

3/19/2020

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	43,362	\$0.50	\$21,681.00
SUB-TOTAL				\$21,681.00
B. Flatwork / Surfacing / Walls				
1 Cobbles Set in Concrete	SF	467	\$2.20	\$1,027.40
2 12" Concrete Mow Curb	LF	866	\$12.00	\$10,392.00
3 Wood Perimeter Fence	LF	723	\$32.00	\$11,520.00
4 Pilasters	LF	7	\$1,500.00	\$11,520.00
SUB-TOTAL				\$34,459.40
C. Planting				
1 1 Gallon Shrubs	EA	3,637	\$8.25	\$30,005.25
2 15 Gallon Trees	EA	103	\$120.00	\$12,360.00
3 Soil Conditioning & Amendments	SF	42,895	\$0.30	\$12,868.50
4 Bark	SF	42,895	\$0.25	\$10,723.75
5 Root Barrier	LF	588	\$6.00	\$3,528.00
SUB-TOTAL				\$69,485.50
D. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	38,076		
2 Flush cap & Valve Box	EA	78		
3 Operation Indicator	EA	78		
4 Tree RWS System	EA	206		
5 Sch 40 Ball Valve	EA	39		
6 QF Header (10-18/10-12)	LF	689		
7 3/4" Lateral Line	LF	3,371		
8 1" Lateral Line	LF	843		
9 1-1/4" Lateral Line	LF	1,405		
10 2-1/2" Main Line	LF	1,834		
11 1" conduit for control wires	LF	1,937		
12 14-2 Maxi-Cable	LF	2,087		
15 1" Valves, Boxes & Decoders	EA	4		
16 1" Valves/Filter, Boxes & Decoders	EA	21		
17 3/4" Quick Couplers	EA	10		
Irrigation Sub-Total	SF	42,895	\$2.02	\$86,647.90
SUB-TOTAL				\$86,647.90
TOTAL				\$212,273.80
10% Contingency				\$21,227.38
Construction Total				\$233,501.18

Original Budget (2018-06-20)	
\$241,160	
Red=over budget / Green=under budget	
Parcel A88	\$241,160.00
Total:	\$241,160.00
	\$7,659

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

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

August 9, 2021

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4031; Escrow No. 1214021987

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2021, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4031, executed and acknowledged by the City (provided to title by City).

The documents listed in Item B.1 above is referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

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

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$19,335.68**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,328.00** multiplied by **5.81** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

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

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Final Map and the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

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

E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Stage 2A, LLC

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

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____

Its: _____

Date: _____

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED MAP ENTITLED "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3," A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES

1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BOUNDARY COURT, AS SHOWN ON THIS FINAL MAP
2. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP FOR ACCESS PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS PARCELS A THROUGH L, AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE FOR PRIVATE NON-EXCLUSIVE ACCESS EASEMENTS AND ARE FOR ACCESS PURPOSES FOR THE USE OF THE ADJOINING LOT AS SHOWN AND SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS ASSOCIATION
3. THE UNDERSIGNED DOES HEREBY DEDICATE A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)
4. THE UNDERSIGNED DOES HEREBY DEDICATE A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS 17, 18, 37, 38, 41, 42, 43, 46 AND 47 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH L AS ACCESS LOTS AND WALL TRANSFER TO HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 AND 2 FOR FUTURE DEVELOPMENT

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

DATED THIS _____ DAY OF _____, 2021

BY _____ NAME _____

ITS _____

LENAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, AS VENUE UNDER THE MEMORANDUM OF PURCHASE AND SALE AGREEMENT RECORDED APRIL 21, 2020 AS DOCUMENT NUMBER 2020-048137, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS _____ DAY OF _____, 2021

BY _____ NAME _____

ITS _____

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 28, 2017 AS DOCUMENT NUMBER 2017-150771 AND 10P8686 AMENDED IN DOCUMENT RECORDED APRIL 15, 2020, AS DOCUMENT NUMBER 2020-046027, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS _____ DAY OF _____, 2021

BY _____ NAME _____

ITS _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2021 BEFORE ME, _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

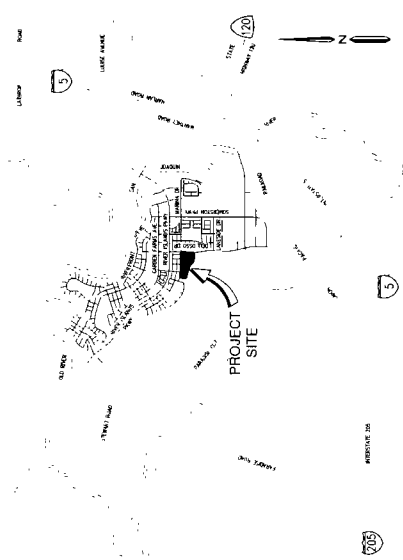
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

TRACT 4031
RIVER ISLANDS - STAGE 2A
VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

VICINITY MAP
NOT TO SCALE

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3," CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2021, AT _____, AND WAS ADOPTED AND AUTHORIZED BY ITS RESOLUTION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 17, 18, 37, 38, 41, 42, 43, 46 AND 47, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, PARCELS A THROUGH L FOR ACCESS PURPOSES, AND ACCEPTED THE OFFER OF A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 18 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 6643(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE PUBLIC UTILITY EASEMENT RECORDED DECEMBER 28, 2020 AS DOCUMENT NO. 2020-183109, SAN JOAQUIN COUNTY RECORDS

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

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

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION

DATED THIS _____ DAY OF _____, 2021

MARK MEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____, M
IN ROOM _____ OF MAPS AND PLATS, AT PLACE _____, AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY
FEE \$ _____

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

CITY SURVEYOR'S STATEMENT

I, GARRY A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

GARRY A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT. I HAVE ALSO DETERMINED THAT THE CHARACTER AND OCCUPANCY OF THE LANDS SHOWN ON THIS MAP ARE AS REPRESENTED BY THE SURVEY DATA, AND THAT THEY WILL BE SET IN THESE POSITIONS BEFORE ANY CONSTRUCTION OF THE LANDS SHOWN ON THIS MAP. I WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

DIAN CRAWFORD, P.L.S. NO. 7758



CITY ENGINEER'S STATEMENT

I, GLEN GERHART, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3934, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF THE AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

GLEN GERHART, P.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.

ABANDONMENT STATEMENT

THE OFFER OF DEDICATION FOR PUBLIC UTILITY EASEMENTS RECORDED DECEMBER 28, 2020 AS DOCUMENT NO. 2020-18203, SAN JOAQUIN COUNTY RECORDS IS HEREBY ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

REFERENCES

- TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- TRACT 3989, RIVER ISLANDS-STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 MAP 54)
- TRACT 3992, RIVER ISLANDS-STAGE 2A, VILLAGE V FINAL MAP, FILED NOVEMBER 8, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 111, S.J.C.R. (43 MAP 111)
- TRACT 3994, RIVER ISLANDS-STAGE 2A, VILLAGE T FINAL MAP, FILED DECEMBER 13, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 60, S.J.C.R. (43 MAP 60)
- TRACT 3995, RIVER ISLANDS-STAGE 2A, VILLAGE J & K FINAL MAP, FILED DECEMBER 17, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 114, S.J.C.R. (43 MAP 114)
- TRACT 3995, RIVER ISLANDS-STAGE 2A, VILLAGE J & K FINAL MAP, FILED JUNE 20, 2017, IN BOOK 43 MAPS AND PLATS, PAGE 88, S.J.C.R. (43 MAP 88)
- TRACT 4021, RIVER ISLANDS-STAGE 2A, VILLAGE S FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 138, S.J.C.R. (43 MAP 138)
- TRACT 3832, RIVER ISLANDS-STAGE 1B, VILLAGE J & K FINAL MAP, FILED JANUARY 23, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 16, S.J.C.R. (43 MAP 16)
- TRACT 3832, RIVER ISLANDS-STAGE 1B, VILLAGE J & K FINAL MAP, FILED AUGUST 1, 2016, IN BOOK 42 MAPS AND PLATS, PAGE 66, S.J.C.R. (42 MAP 66)
- RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-177264, S.J.C.R. (35 SURVEYS 142)
- TRACT 4060, RIVER ISLANDS-STAGE 2A, VILLAGE S4 FINAL MAP, FILED FEBRUARY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 161, S.J.C.R. (43 MAP 161)

RECITALS

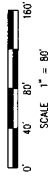
1. RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF AGRICULTURAL ACTIVITIES AND AGRICULTURE WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY ADVISED THAT PROPERLY MANAGED AGRICULTURE IS LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND PROTECTION OF CROPS AND ANIMALS FROM DISEASE. DISSEMINATION OF AGENTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED TO AGRICULTURE, AND THAT THE LOCATION OF YOUR PROPERTY MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOIL REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 50445-00101 AND DATED JULY 28, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEPH J. TOLLE, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
3. "TRACT 4031, RIVER ISLANDS-STAGE 2A, VILLAGE S3" CONTAINS 48 RESIDENTIAL LOTS, CONTAINING 4,560 ACRES, MORE OR LESS, INCLUDING PARCEL A THROUGH L, PARCELS 1 AND 2 CONTAINING 0.779 ACRES, MORE OR LESS AND STREET RIGHT OF WAYS CONTAINING 0.469 ACRES, MORE OR LESS, ALL AS SHOWN ON SAID MAP HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 4031 AREA SUMMARY	
LOTS 1 THROUGH 48	3,985 AC±
PARCEL A THROUGH L	0.575 AC±
PARCEL 1 AND 2	0.779 AC±
STREET DEDICATIONS	0.469 AC±
TOTAL	5.81 AC±

4. THOSE AREAS DESIGNATED AS "A.E." OR PRIVATE NON-EXCLUSIVE ACCESS EASEMENT ARE SHOWN FOR ACCESS PURPOSES FOR THE USE OF THE ADJOINING LOT AS SHOWN AND SHALL BE MAINTAINED BY A MANDATORY HOMEOWNERS ASSOCIATION
5. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1714027887-1R (VERSION 2) DATED JUNE 18, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY
6. SUBJECT TO RECITALS SHOWN OR NOTED UPON THE MAP OF TRACT 4021, RIVER ISLANDS STAGE 2A, VILLAGE S1, RECORDED DECEMBER 28, 2020 AS DOCUMENT NO. 2020-18203, SAN JOAQUIN COUNTY RECORDS IS HEREBY ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1 AND NOTES ON SHEET 2

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

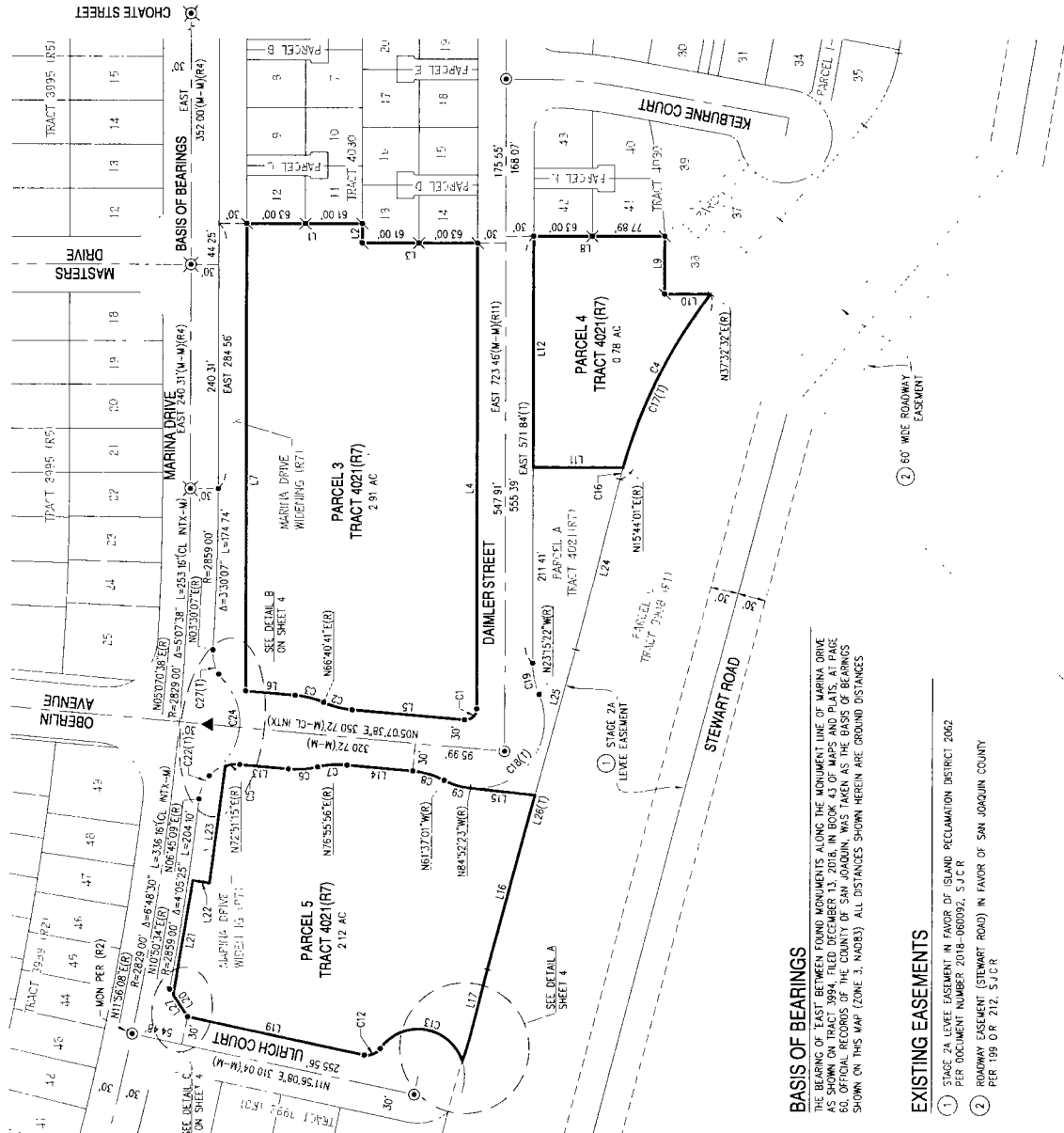


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT PER (R7)
- ⊗ FOUND MONUMENT PER (R4)
- ⊗ FOUND MONUMENT PER (R6)
- ⊗ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ⊗ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R7)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED. SET 1 1/2" BRASS DISK STAMPED "PLS 7788" FOR MONUMENT TO PROPERTY LINE PROTECTION FOR ALL FRONT LOT CORNERS
- 200.00(R4) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (1) TOTAL
- (B) BOUNDARY
- AE PRIVATE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- STREET TIE LINE
- CENTERLINE
- RESTRICTED ACCESS

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 4 FOR EXISTING EASEMENTS, AND EASEMENT REFERENCE LIST
3. SEE SHEET 4 FOR LINE AND CURVE TABLES



BASIS OF BEARINGS

THE BEARING OF EAST BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF MARINA DRIVE
IS BASED ON THE BEARING OF THE MONUMENT LINE OF MARINA DRIVE IN BOOK 43 OF MAPS AND
63. OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA, AS THE SAME BEARINGS
SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES

EXISTING EASEMENTS

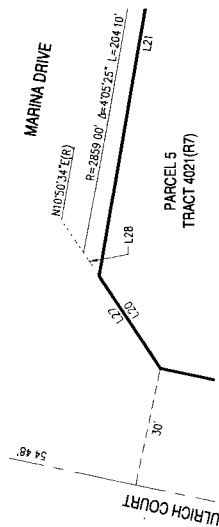
- ① STAGE 2A LEASE EASEMENT IN FAVOR OF ISLAND RECREATION DISTRICT 2062
PER DOCUMENT NUMBER 2018-080392, S.J.C.R.
- ② ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY
PER 193 OR 212, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4

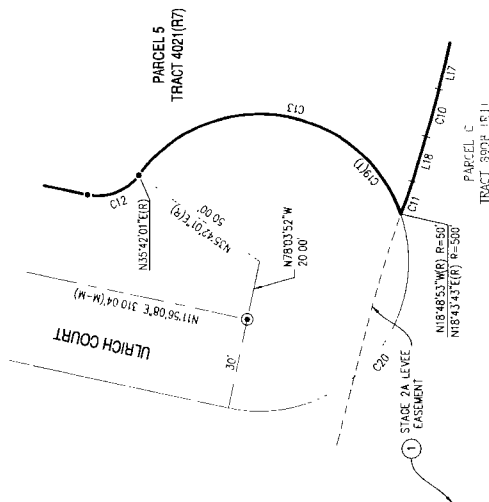
LINE TABLE			LINE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA
L1	N 5° 11' 14" E	124.00'	L16	N 74° 39' 34" W	191.54'	C1	12.00'	95° 07' 38"
L2	E 45° 1'	20.81'	L17	N 75° 37' 40" W	73.27'	C2	100.00'	181° 11' 42"
L3	N 69° 14' 14" E	124.00'	L18	N 71° 06' 02" W	10.34'	C3	100.00'	181° 11' 42"
L4	E 45° 1'	50.98'	L19	N 11° 56' 08" E	184.24'	C4	550.00'	21° 48' 31"
L5	N 50° 07' 38" E	120.93'	L20	N 56° 23' 21" E	27.88'	C5	40.00'	22° 16' 23"
L6	N 50° 07' 38" E	52.50'	L21	N 60° 17' 09" W	123.01'	C6	100.00'	181° 11' 42"
L7	E 45° 1'	50.36'	L22	N 82° 31' 19" W	125.88'	C7	100.00'	181° 11' 42"
L8	N 69° 14' 14" E	140.89'	L23	N 62° 23' 19" W	190.37'	C8	87.00'	23° 15' 22"
L9	E 45° 1'	62.00'	L24	N 75° 37' 40" W	190.37'	C9	73.00'	23° 15' 22"
L10	N 69° 14' 14" E	49.15'	L25	N 74° 39' 34" W	163.49'	C10	200.00'	43° 31' 38"
L11	N 69° 14' 14" E	96.75'	L26	N 74° 39' 34" W	355.03'	C11	500.00'	0° 10' 15"
L12	E 45° 1'	248.00'	L27	N 56° 23' 21" E	35.07'	C12	17.00'	66° 14' 06"
L13	N 50° 07' 38" E	52.50'	L28	N 56° 23' 21" E	71.13'	C13	50.00'	125° 29' 06"
L14	N 50° 07' 38" E	70.89'				C14	50.00'	120° 45' 00"
L15	N 60° 55' 32" E	69.77'				C15	50.00'	246° 14' 06"

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

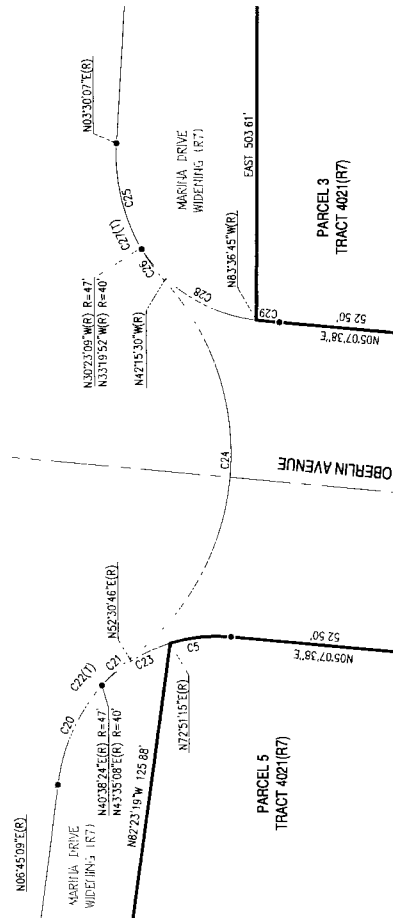
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 199)
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



DETAIL C
NOT TO SCALE



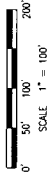
DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



SHEET INDEX

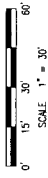
LEGEND

- BOUNDARY
- LOT LINE
- SHEET NUMBER
- RESTRICTED ACCESS
- SHEET LIMIT LINE



TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PASADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, 5 OF TRACT 4021 (43 MAP 139)
CITY OF LATHROP, S.W. CO. SAN JOSE COUNTY, CALIFORNIA
JULY 2021

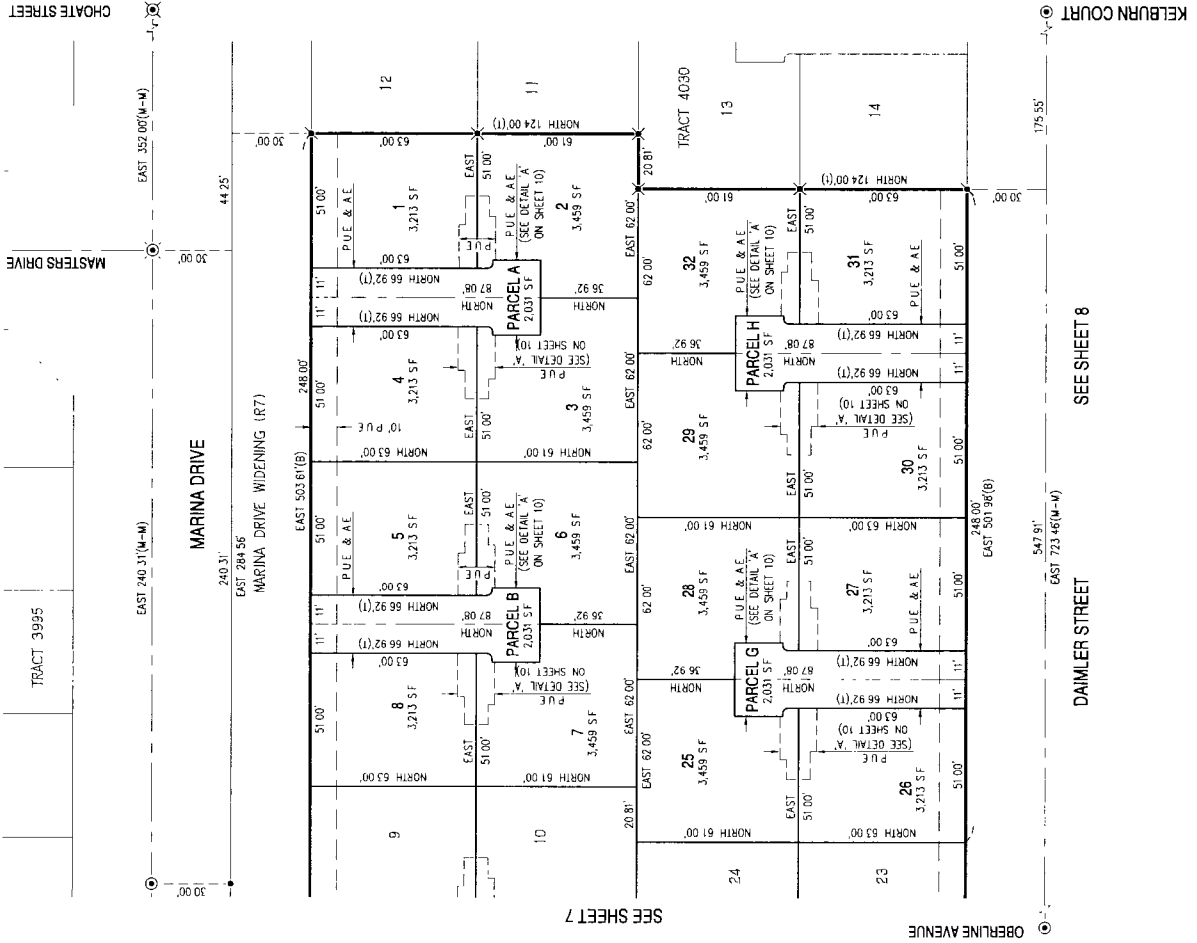


MONUMENTATION NOTES

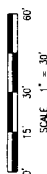
- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT PER (R7)
- ⊗ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R6)
- ✕ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11),
UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7),
UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 117" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT
CORNERS (UNLESS OTHERWISE NOTED). SET 3/4" IRON PIPE WITH PLASTIC
PLUG "PLS 7788" 1.00' INTO PROPERTY ALONG PROPERTY LINE FOR ALL
FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND
REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES
(SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)



A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 M&P 139)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

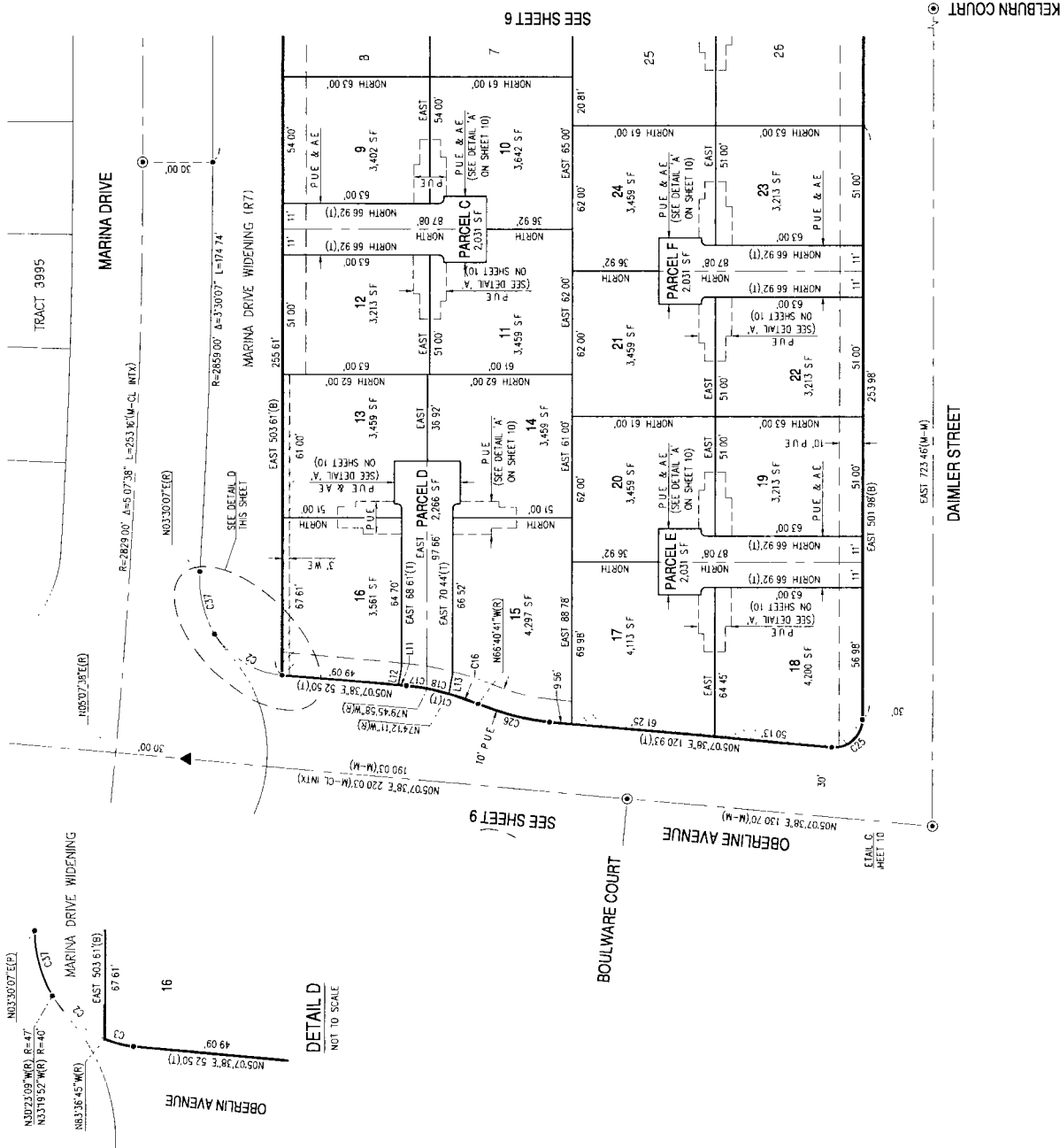


MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT PER (R7)
- FOUND MONUMENT PER (R4)
- FOUND MONUMENT PER (R6)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R1).
- UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7).
- UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 1 1/2" BRASS DISK STAMPED "PLS 7788"

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND
REFERENCES
3 SEE SHEET 10 FOR LINE AND CURVE TABLES
4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES
(SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)



OBERLINE AVENUE

DAIMLER STREET

SEE SHEET 6

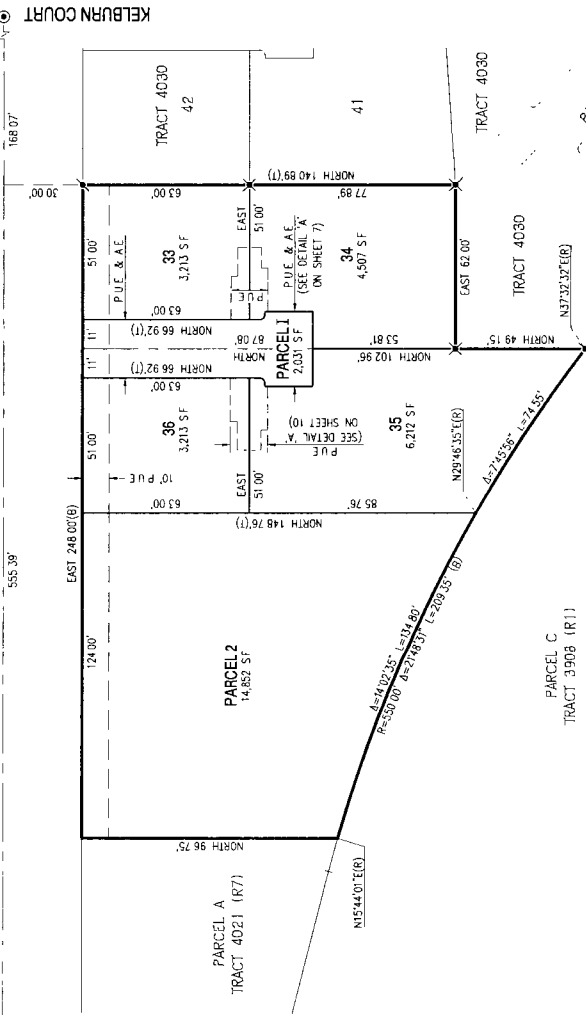
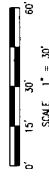
EAST 723.45(N-W)
555.38'

168.07'

KELBURN COURT

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 3, 4, & 5 OF TRACT 4021 (43 MAP 19)
CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



MONUMENTATION NOTES

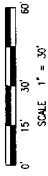
- ① SET STANDARD CITY OF LAHOMA MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R7)
- ⊗ FOUND MONUMENT PER (R4)
- ⊕ FOUND MONUMENT PER (R6)
- ✕ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 117" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 1' 00" INTO PROPERTY ALONG PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- SEE SHEET 2 FOR ADDITIONAL NOTES
- SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- SEE SHEET 10 FOR LINE AND CURVE TABLES
- NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCELS 31, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

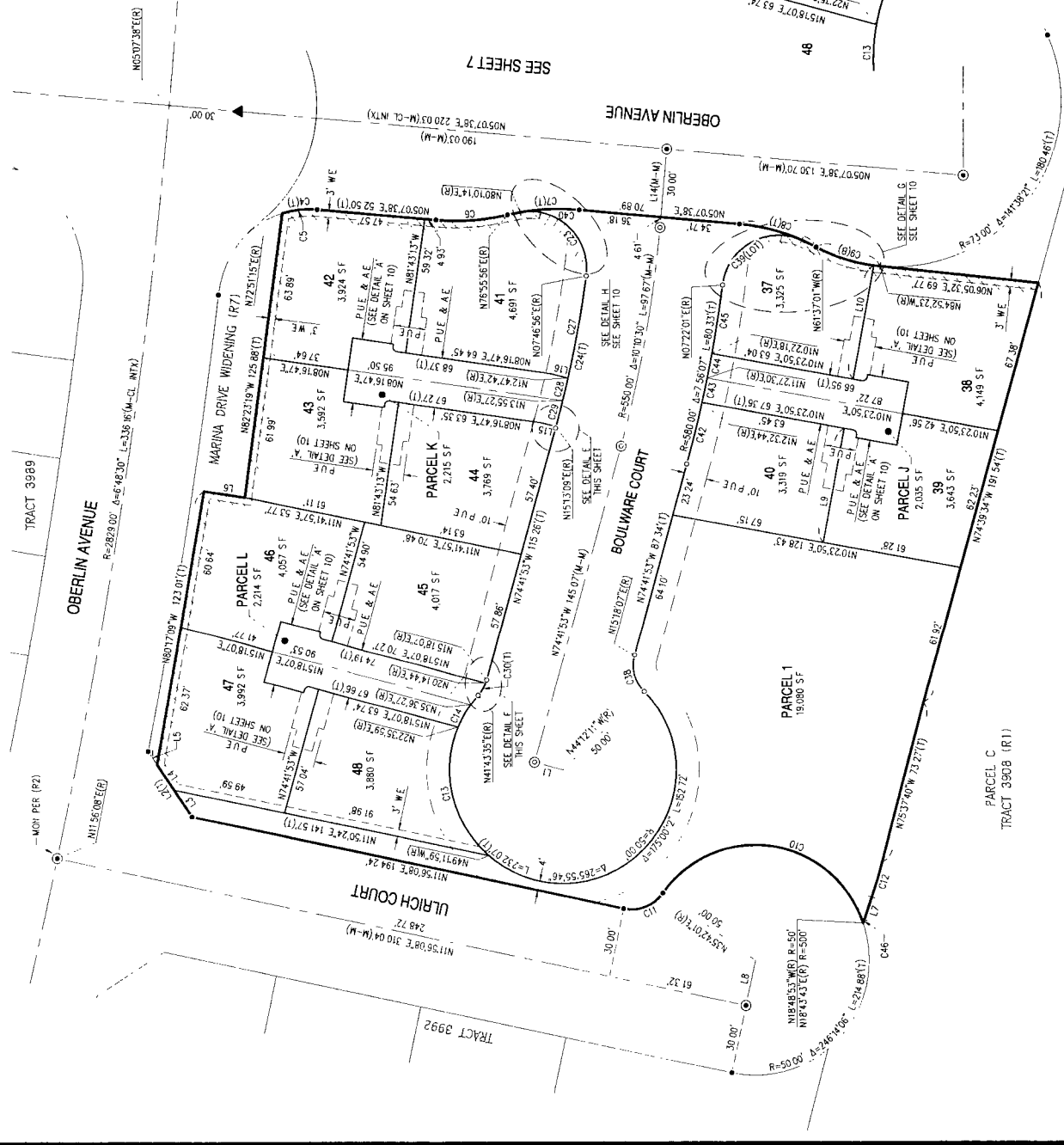


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R7)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R6)
- ⊙ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R11)
- ⊙ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788" PER (R11), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R7), UNLESS OTHERWISE NOTED
- ▲ FOUND MONUMENT PER (R7)
- △ SET 1 1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" 1.00' INTO PROPERTY ALONG PROPERTY LINE FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND REFERENCES
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES
- 4 NO MONUMENTS TO BE SET ALONG PARCELS A THROUGH K BOUNDARIES (SEE DETAIL A ON SHEET 10 FOR MONUMENT LOCATIONS)

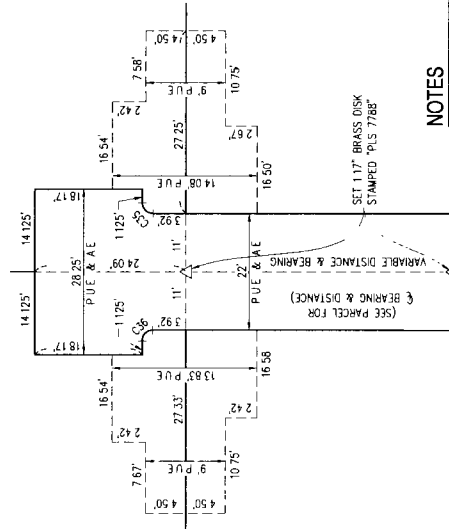


DETAIL E
NOT TO SCALE

DETAIL F
NOT TO SCALE

TRACT 4031 RIVER ISLANDS - STAGE 2A VILLAGE S3

A PORTION OF RANCHO EL PESCADEIRO, BEING
A SUBDIVISION OF TRACTS 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



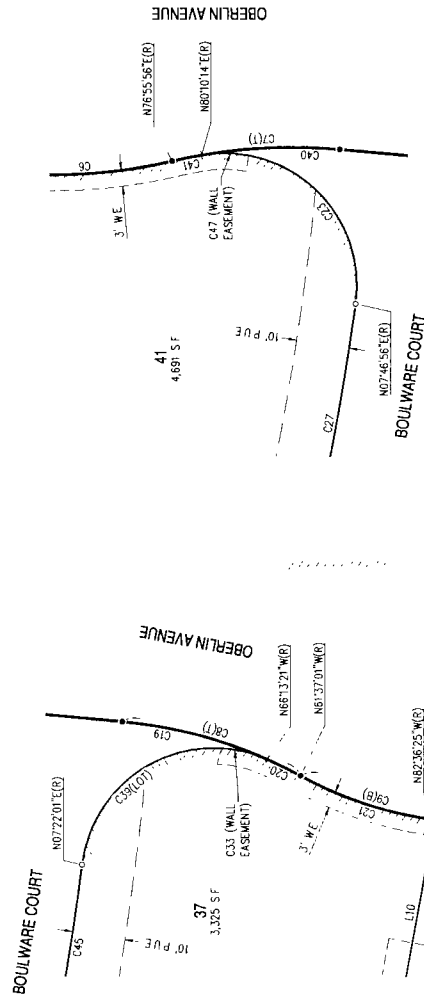
NOTES

1. DISTANCES BETWEEN BRASS DISK MONUMENTS FOR EACH PARCEL IS THE CENTERLINE DISTANCE FOR EACH PARCEL (SHOWN ON SHEETS 8 THROUGH 9) MINUS 24.09 FEET
2. ALL ANGLES SHOWN ARE 90°

DETAIL A

NOT TO SCALE

LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH	CURVE	RADIUS	DELTA
L1	N45°18'07"E	13.00'	C1	100.00'	181°14'2"	31.76'	C17	100.00'	505°24'	8.91'	
L2	N55°23'51"E	35.02'	C2	40.00'	50°16'52"	35.10'	C18	100.00'	533°47'	9.71'	
L3	N58°23'21"E	14.25'	C3	40.00'	1°15'37"	0.88'	C19	87.00'	163°50'01"	28.32'	
L4	N58°23'51"E	13.64'	C4	40.00'	51°32'30"	35.98'	C20	87.00'	4°36'20"	6.99'	
L5	N58°23'51"E	7.13'	C5	40.00'	22°16'23"	15.55'	C21	73.00'	205°52'4"	27.80'	
L6	N67°50'01"E	18.22'	C6	100.00'	181°14'2"	31.76'	C22	73.00'	2°15'58"	2.88'	
L7	N71°06'02"W	10.34'	C7	100.00'	181°14'2"	31.76'	C23	25.00'	107°36'41"	46.95'	
L8	N78°03'52"W	20.00'	C8	87.00'	23°15'22"	35.31'	C24	520.00'	73°11'2"	68.25'	
L9	N79°36'10"W	50.68'	C9	73.00'	23°15'22"	25.63'	C25	12.00'	95°07'38"	19.92'	
L10	N79°36'10"W	50.68'	C10	50.00'	125°29'06"	109.51'	C26	100.00'	181°14'2"	31.76'	
L11	N50°33'38"E	3.42'	C11	17.00'	66°14'06"	18.65'	C27	520.00'	500°46"	45.49'	
L12	N60°31'06"W	7.49'	C12	200.00'	43°13'38"	15.80'	C28	520.00'	107°46"	10.25'	
L13	N60°31'06"W	9.37'	C13	50.00'	71°47'57"	62.66'	C29	520.00'	117°41"	11.75'	
L14	N64°52'22"W	34.61'	C14	50.00'	130°02'28"	11.35'	C30	17.00'	26°25'28"	7.84'	
L15	N14°00'25"E	6.81'	C15	50.00'	61°07'09"	5.34'	C31	17.00'	21°28'51"	6.37'	
L16	N14°00'25"E	7.91'	C16	100.00'	7°31'30"	13.13'	C32	17.00'	4°56'37"	1.47'	



DETAIL H

NOT TO SCALE

DETAIL G

NOT TO SCALE

ITEM 4.8

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4101 Village "MM1" within the Lakeside West District, Totaling 42 Single Family Lots, Common Use Agreement with Island Reclamation District No. 2062, CFD Annexation No. 22, Subdivision Improvement Agreement and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4101 will be the first of two tract maps within the Village "MM1" area. Tri-Pointe Homes is proposing forty-two (42) 60' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that City Council approve the proposed Final Map Tract 4101, Village "MM1", Common Use Agreement with Island Reclamation District No. 2062, Annexation No. 22 of the City of Lathrop Community Facilities District (CFD) 2013-1, a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C", and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC ("River Islands").

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4101 is within the geographic boundaries of VTM 3694 and Stage 2B.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS**

As required by the City's Subdivision Ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for Village "MM1" is (\$2,147,000), however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed.

Performance and Labor & Material bond securities have been provided with the SIA for Tract 4101 that guarantee the unfinished improvements for Village "MM", in the amount of:

Unfinished Improvement Total:	\$454,100
Performance Bond (120% of Unfinished Improvements):	\$544,920
Labor & Materials Bond (50% of Performance Bond):	\$272,460

The SIA for Tract 4101 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4101, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff for Council consideration at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village "MM" will need to be annexed into the four different Community Facilities Districts (CFD's) for maintenance purposes, along with annexation to CFD 2020-1. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2013-1 City of Lathrop Annexation No. 22 is pending with this Council item. CFD 2013-1 Island RD 2062 Annexation No. 21, CFD 2013-1 RIPFA Annexation No. 21 and CFD 2020-1 RIPFA Annexation No. 8 are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

There is also a need for a Common Use Agreement (CUA) between the City and RD 2062 as a portion of Walsh Court shares an area with the easement recorded in favor of RD 2062 for the levee system. The CUA sets forth the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City's street and other utilities that are located in Walsh Court. The CUA also includes a provision for an Offer of Dedication to dedicate a public utility easements (PUE) for Walsh Court as well. The Offer of Dedication is included as Exhibit "A" to Attachment "D".

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

River Islands must satisfy the Escrow Instructions, included as Attachment "E", to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4101 Village "MM1" -Annexation No. 22 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
15. Common Use Agreement with Island Reclamation District No. 2062. for portions of Walsh and Frampton Courts	Approval pending with this item

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

16. Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC	Approval pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4101 Village "MM1" within the Lakeside West District, Totaling 42 Single Family Lots, Common Use Agreement with Island Reclamation District No. 2062, CFD Annexation No. 22, Subdivision Improvement Agreement and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "MM1"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4101, Village "MM1"
- D. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Walsh Court, and associated;
 - o Offer of Dedication for Public Utility Easement
- E. Escrow Instructions for Final Map Tract 4101 Village "MM1", including;
 - o City of Lathrop Community Facilities Districts No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 22
- F. Final Map - Tract 4101 Village "MM1"

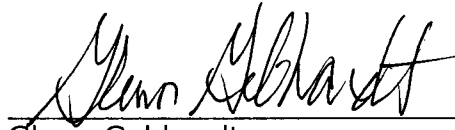
CITY MANAGER'S REPORT

PAGE 5

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

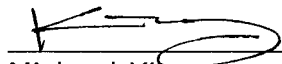
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, OFFER OF DEDICATION, CFD ANNEXATION NO. 22, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4101 VILLAGE "MM1" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

APPROVALS



Glenn Gebhardt
City Engineer

7/14/21
Date



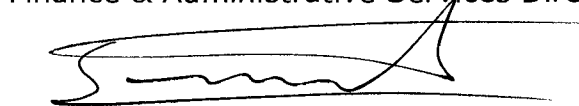
Michael King
Public Works Director

7/26/2021
Date




Cari James
Finance & Administrative Services Director

7/29/2021
Date



Salvador Navarrete
City Attorney

7.28.2021
Date



Stephen J. Salvatore
City Manager

8.4.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4101 VILLAGE "MM1" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 42 SINGLE FAMILY LOTS, COMMON USE AGREEMENT WITH ISLAND RECLAMATION DISTRICT NO. 2062, CFD ANNEXATION NO. 22, SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPTANCE OF OFFER OF DEDICATION FOR PUBLIC UTILITY EASEMENTS WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4101 is within the geographic boundaries of VTM 3694 and Stage 2B; and

WHEREAS, required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, performance and labor & material securities have been provided with the SIA for Tract 4101 that guarantee the unfinished improvements for Village "MM", in the amount as follows; and

Unfinished Improvement Total:	\$454,100
Performance Bond (120% of Unfinished Improvements):	\$544,920
Labor & Materials Bond (50% of Performance Bond):	\$272,460

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, there is a need for a Common Use Agreement (CUA) between the City and Island Reclamation District No. 2062 (RD 2062) as a portion of Walsh Court share an area with the easements recorded in favor of RD 2062 for the levee system as well as the dedication of a public utility easement in favor of the City, included as Exhibit "A" to Attachment "D"; and

WHEREAS, Village "MM" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. Approval of CFD 2013-1 City of Lathrop Annexation No. 22 (River Islands Public Services and Facilities) is pending with this Council item; and

WHEREAS, CFD 2013-1 Island RD 2062 Annexation No. 21, CFD 2013-1 RIPFA Annexation No. 21 and CFD 2016-1 RIPFA Annexation No. 8, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

WHEREAS, River Islands Stage 2B must satisfy the Escrow Instructions, included as Attachment "E" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop approves and accepts the following actions:

1. The Final Map for Tract 4101 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 22 (River Islands Public Services and Facilities) in substantially the form as attached to the August 9, 2021 City Manager's Report.
3. The City Manager, or their designee, is authorized to execute a Common Use Agreement with Island Reclamation District 2062 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attached to the August 9, 2021 City Manager's Report, and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copies will be filed with the City Clerk.

The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

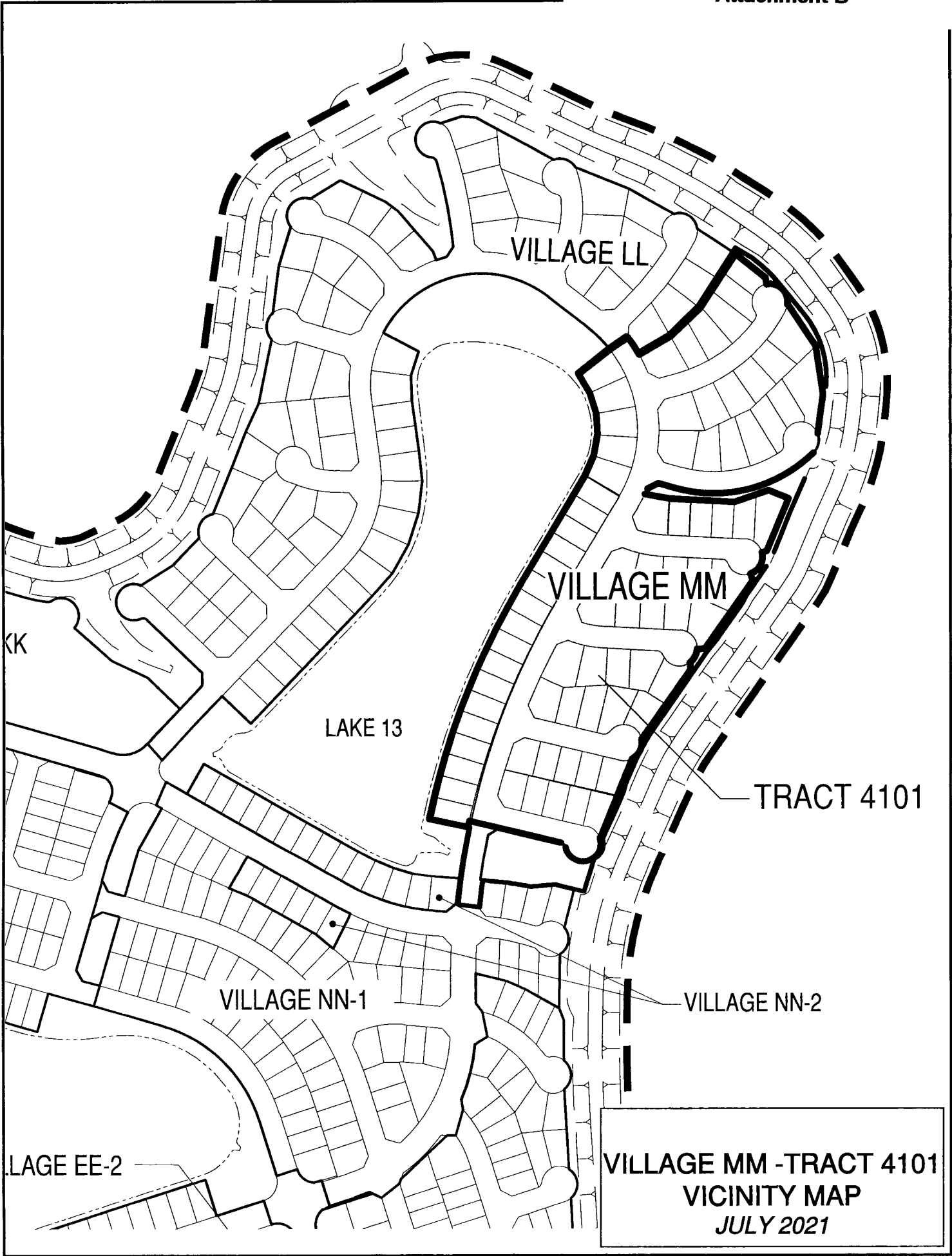
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4101 VILLAGE “MM1” 42 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of August 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4101. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4101 (Village “MM”) located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for Village “MM”, in the amount shown in Section 8 of this Agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4101 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4101 and Village “MM” overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4101 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY’S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER’S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside West neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4101 that is conveyed to a private interest not associated with the transfer of title of Tract 4101 associated with the filing of Tract 4101 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4101, or August 9, 2022, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$214,700, equal to 10% of the estimated cost of the Improvements for the Village "MM" entire area (\$2,147,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village “MM1”

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney’s fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney’s fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4101 as included and described in Exhibit “E” of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY’S insurance requirements set forth on Exhibit “C” attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$454,100
Performance Bond (Bond No. 0799651):	\$544,920
Labor & Materials Bond (Bond No. 0799651):	\$272,460

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER’S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4101.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

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

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 4101
- EXHIBIT B TRACT 4101 AND VILLAGE "MM" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: VILLAGE "MM" IMPROVEMENTS COST ESTIMATE
- EXHIBIT E: VILLAGE "MM" UNFINISHED IMPROVEMENT COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of August 2021, at Lathrop, California.

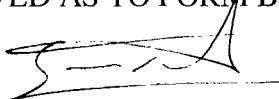
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____ 8-3-2021
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Oso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

EXHIBIT "A"

FINAL MAP - TRACT 4101

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODDED SUBDIVISION MAP, TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, AND THAT THE UNDERSIGNED HAVE BEEN ADVISED OF THE FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT) ON THE MAP, AND THE STRIPS OF LAND SHOWN ON THIS FINAL MAP AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 5, 6, 15, 16, AND 25 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS //////////////// AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A AND B AS SHOWN ON THIS MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME: SUSAN DELL'ROSSO DATE: _____
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2021.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2018, AS DOCUMENT NUMBER 2018-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2021 BEFORE ME, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODDED MAP ENTITLED "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC UTILITY EASEMENTS, AND THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES AND COURTS AS SHOWN ON SAID FINAL MAP, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66344(c) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP HAS BEEN ADVISED BY THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, THAT THE MAP WAS FILED ON MAY 21, 2021, AS DOCUMENT NUMBER 2021-088863, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

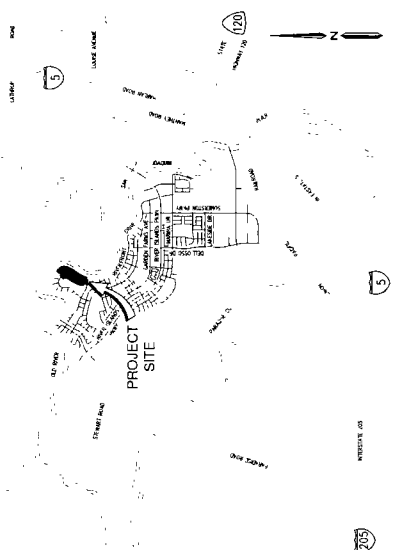
ON _____, 2021 BEFORE ME, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

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



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

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

DATED THIS _____ DAY OF _____, 2021.

MARK WISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLEN GERNARDI, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.

GLEN GERNARDI, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

STEVE BESTOLARDES, COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY: _____ ASSISTANT/DEPUTY RECORDER

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DARRYL A ALEXANDER, PLS 5071
ACTING CITY SURVEYOR



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2020. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY TESTING MAP.

DYLAN CRAWFORD. PLS NO 7788



TRACT 4101 AREA SUMMARY	
LOT 1 THROUGH 42	7 117 AC±
STREET DEDICATIONS	4 211 AC±
PARCELS A AND B	0 654 AC±
PARCELS 1 THROUGH 5	9 541 AC±
TOTAL	21 523 AC±

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021820-LR (VERSION 4),
 5 DATED JULY 21, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 M&P 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

(R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 142)

(R2) TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE NNT, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

(R3) TRACT 4093, RIVER ISLANDS-STAGE 2B, VILLAGE LLT, FILED _____, IN BOOK 43 OF MAPS AND PLATS, PAGE _____, S.J.C.R. (43 MAP _____)

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

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING
BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.
LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-0600095, S.J.C.R.

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-089983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4101 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

[illegible]

196

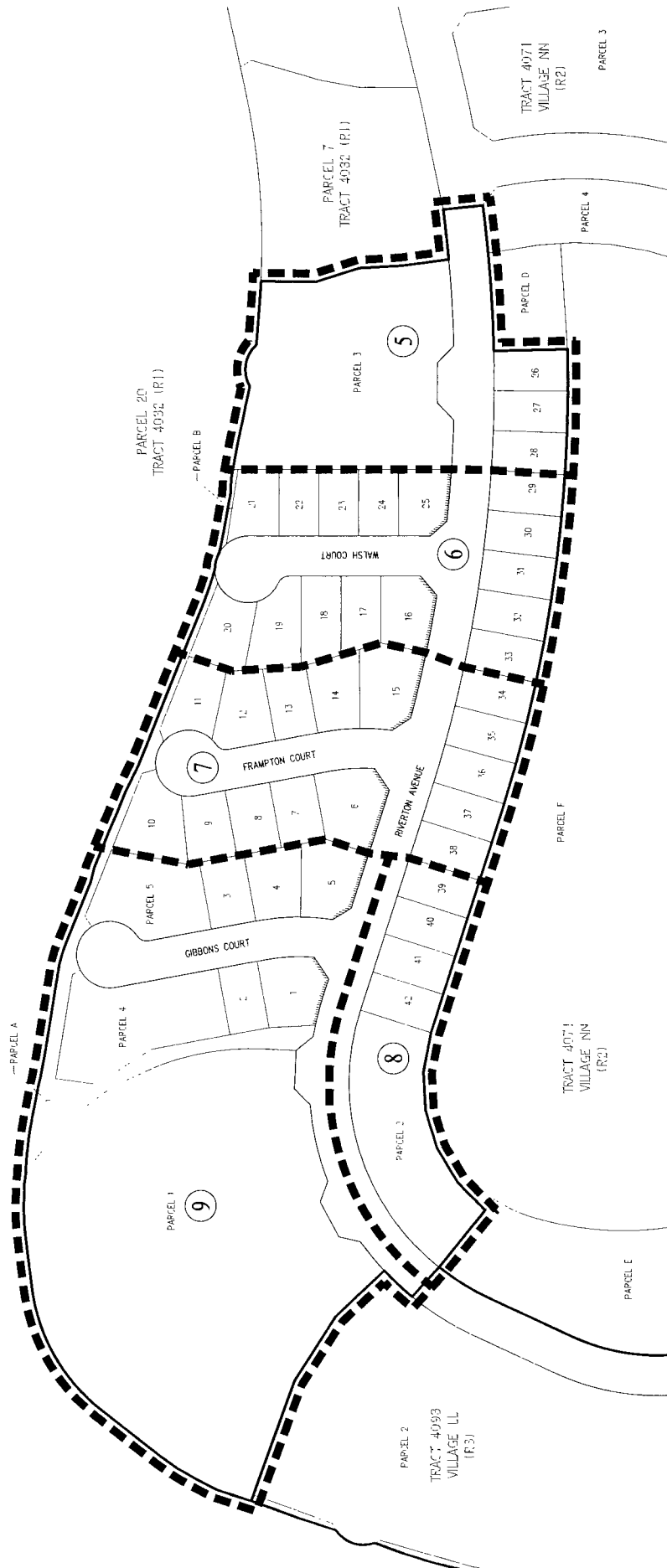
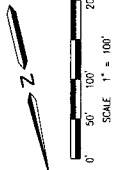
TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (4.3 MAP 142)
CITY OF LA HABRA, SAN GABRIEL COUNTY, CALIFORNIA
JULY 2021

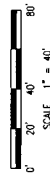


LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

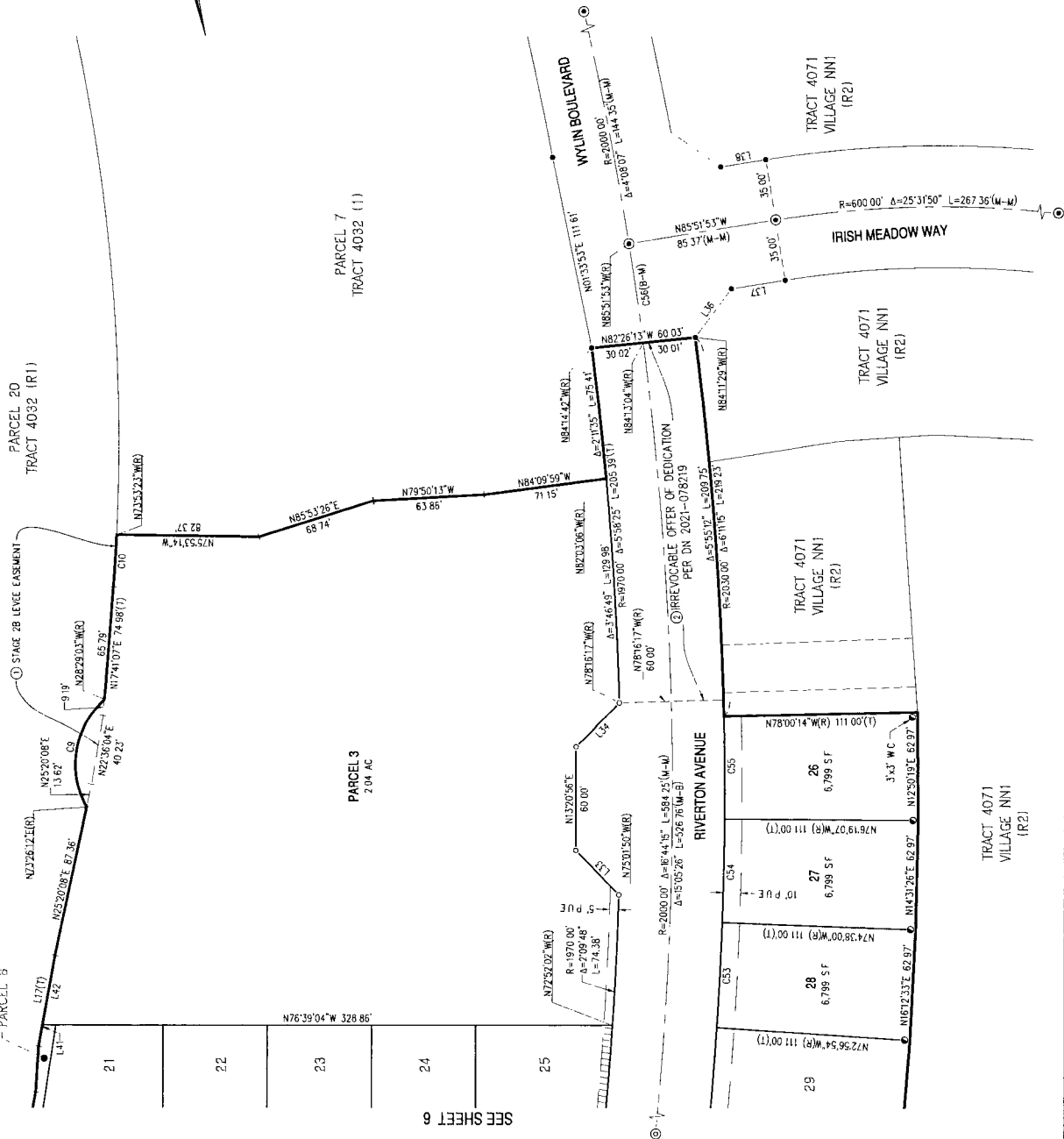


A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



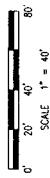
▲	FOUND 3'-1/2" BRASS DISK STAMPED "PLS 7788" (R1)	SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"	SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER
⊙	SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"	SET 3/4" W/INCH CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED	NOTE: SET 5/8" (24") REBAR W/ PLASTIC PIPE "PLS 7788" FOR ALL
⊗	SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"	ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE	REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK
⊙	FOUND MONUMENT PER (R1)	AS NOTED 3/4", 2" IRON PIPE W/ PLASTIC PIPE "PLS 7788"	STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION
⊗	FOUND MONUMENT PER (R2)	FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER	FOR ALL FRONT LOT CORNERS
⊙	FOUND MONUMENT PER (R3)	(R1), (R2), AND (R3), RESPECTIVELY	

1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3 SEE SHEET 10 FOR LINE AND CURVE TABLE



TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MBP 142)
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

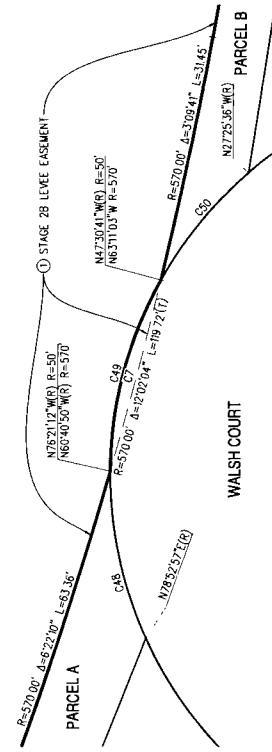


MONUMENTATION NOTES

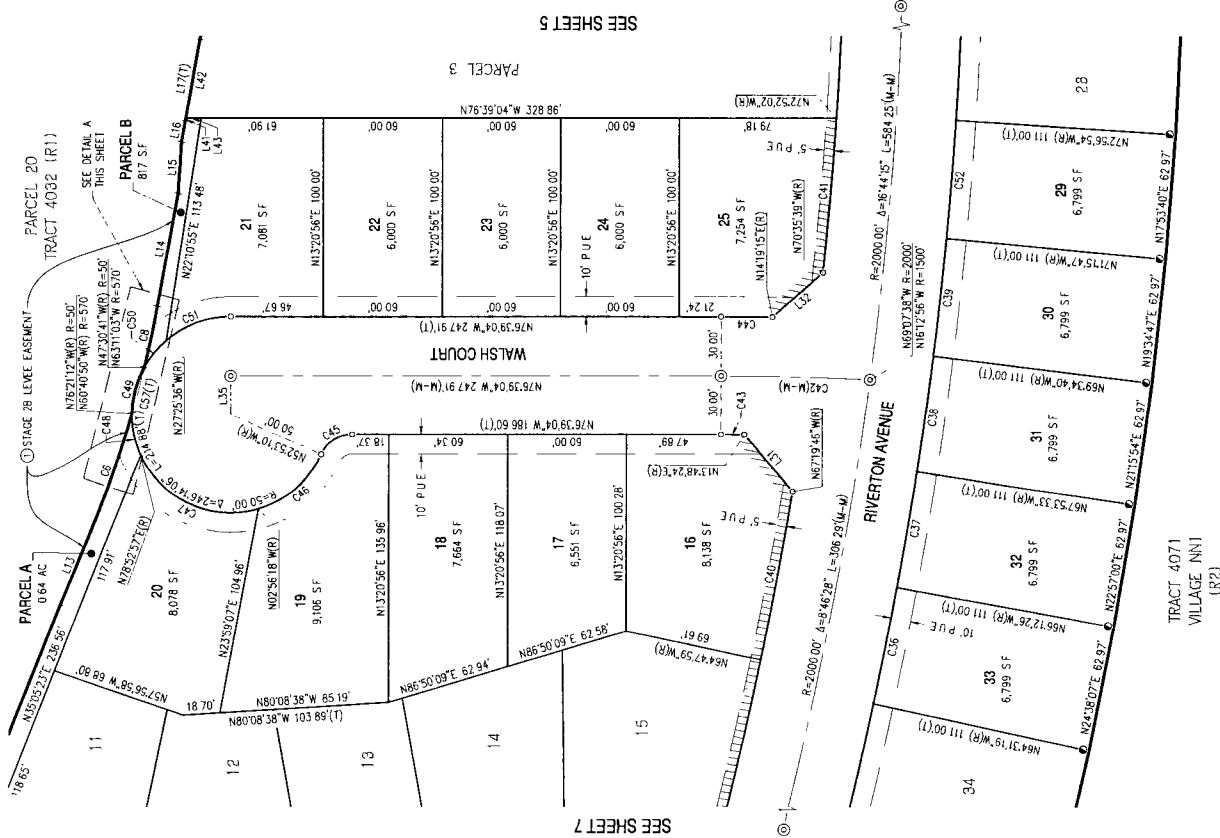
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3/4" W/LESS CORNER (W.C.) UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), AND (R3), RESPECTIVELY
- NOTE SET 5/8" x 24" BRASS W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLE

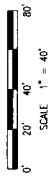


DETAIL A
NOT TO SCALE



TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



MONUMENTATION NOTES

- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), AND (R3), RESPECTIVELY
- NOTE SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

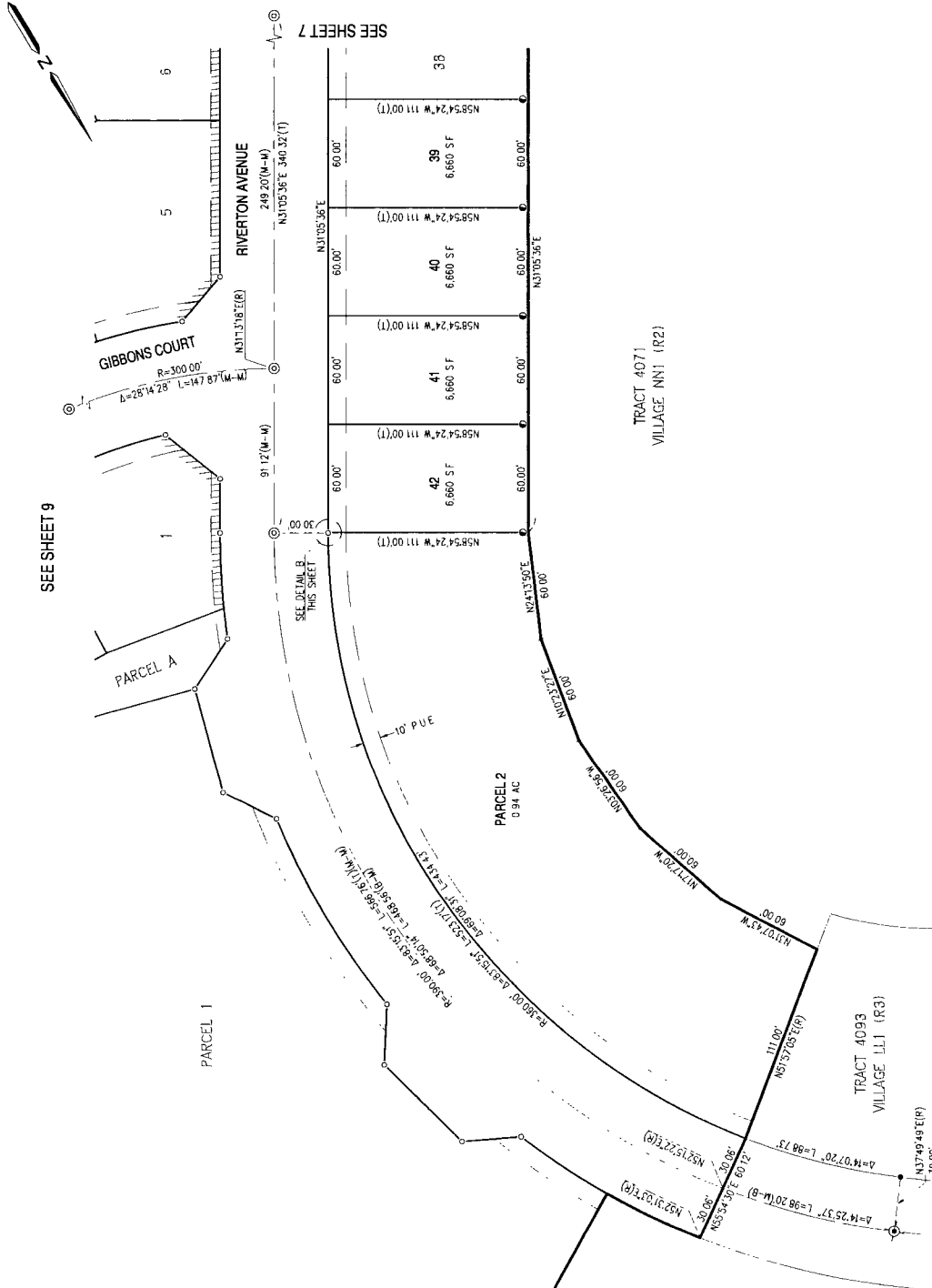
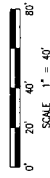
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLE



TRACT 4071
VILLAGE NN1 (R2)

TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOHNS COUNTY, CALIFORNIA
JULY 2021

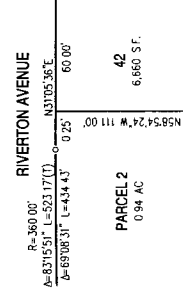


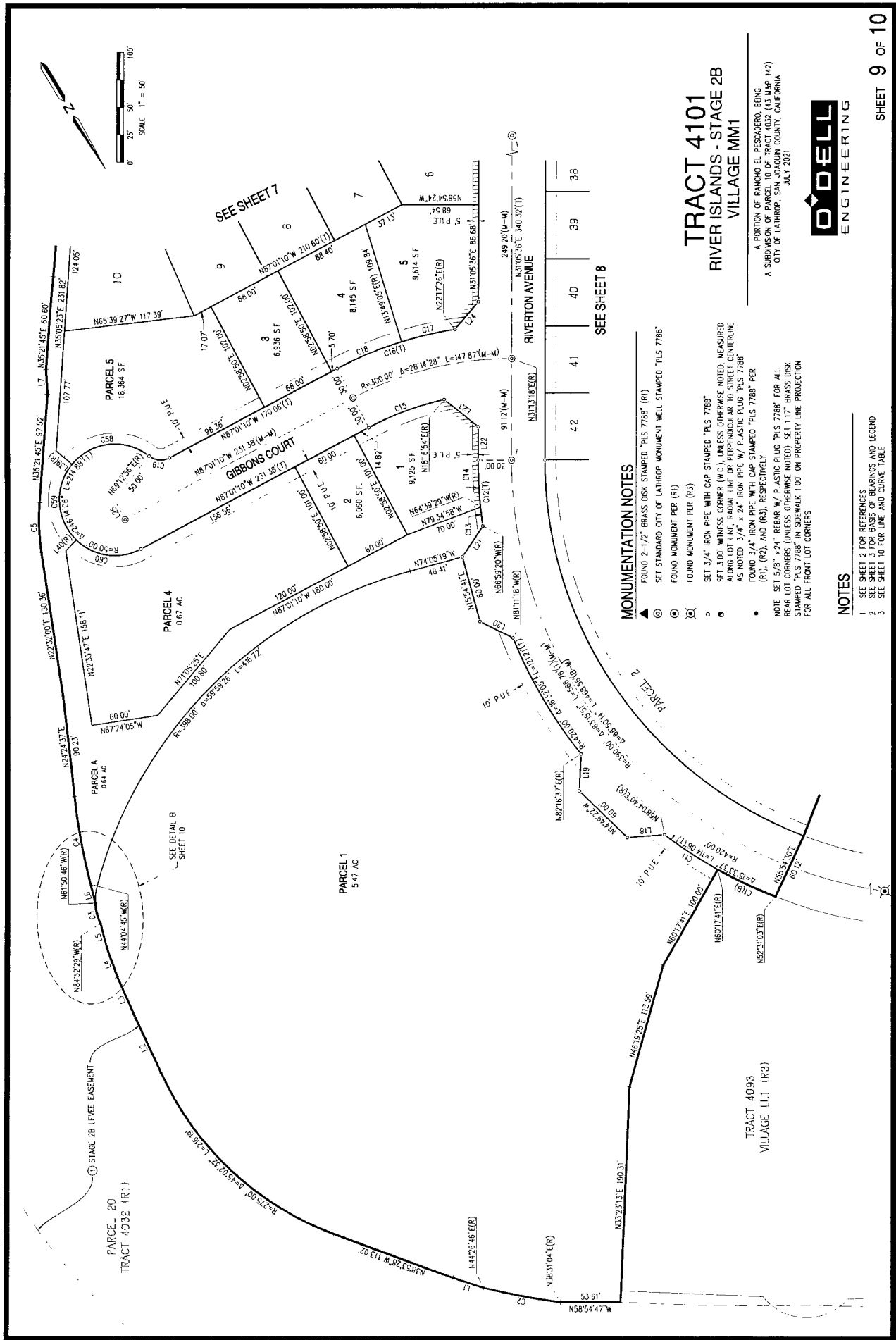
MONUMENTATION NOTES

- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND MONUMENT PER (R1)
- ⊗ FOUND MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), AND (R3), RESPECTIVELY
- NOTE SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLE





TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

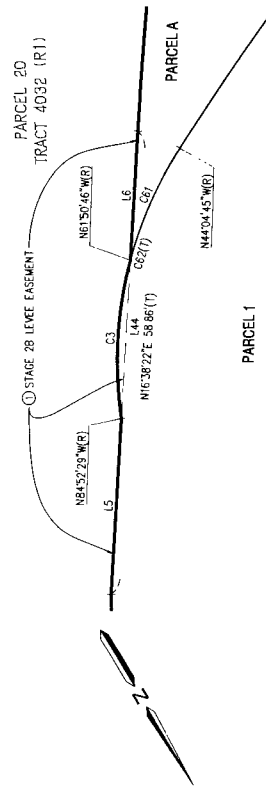
A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LA HABRA, SAN GABRIEL COUNTY, CALIFORNIA
JULY 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 9 ONLY

LINE TABLE				CURVE TABLE			
LINE	DIRECTION	LENGTH		CURVE	RADIUS	DELTA	LENGTH
L1	N41°16'05"W	29.34'		C43	1470.00	0°77'28"	11.75'
L2	N6°09'04"E	54.70'		C44	1530.00	0°58'10"	25.95'
L3	N7°03'18"E	40.45'		C45	17.00	86°14'06"	19.65'
L4	N12°25'23"E	27.90'		C46	50.00	49°56'52"	43.59'
L5	N16°38'22"E	22.58'		C47	50.00	81°49'15"	71.40'
L6	N16°38'22"E	16.32'		C48	50.00	24°45'51"	21.61'
L7	N27°36'08"E	22.22'		C49	50.00	28°50'32"	25.17'
L8	N56°24'36"E	22.47'		C50	50.00	20°05'04"	17.53'
L9	N35°42'31"E	42.76'		C51	50.00	40°46'32"	35.58'
L10	N39°15'57"E	42.49'		C52	2030.00	1°41'07"	59.71'
L11	N35°27'46"E	41.59'		C53	2030.00	1°41'07"	59.71'
L12	N34°50'30"E	71.02'		C54	2030.00	1°41'07"	59.71'
L13	N35°41'20"E	40.45'		C55	2030.00	1°41'07"	59.71'
L14	N23°39'16"E	57.86'		C56	2000.00	1°38'48"	57.48'
L15	N17°00'12"E	26.00'		C57	570.00	12°02'04"	119.72'
L16	N23°37'48"E	10.76'		C58	50.00	88°30'40"	77.24'
L17	N23°37'48"E	41.70'		C59	50.00	85°54'01"	74.67'
L18	N6°22'27"W	33.10'		C60	50.00	72°09'25"	62.97'
L19	N33°43'08"E	33.10'		C61	50.00	17°46'10"	15.50'
L20	N32°38'19"W	33.10'		C62	50.00	40°47'44"	35.60'
L21	N6°27'40"E	33.10'					
L22	N3°05'36"E	30.02'					

LINE TABLE				CURVE TABLE			
LINE	DIRECTION	LENGTH		CURVE	RADIUS	DELTA	LENGTH
C1	420.00	7°46'38"	57.01'	C22	2030.00	1°41'07"	59.71'
C2	680.00	5°55'41"	70.36'	C23	2030.00	1°41'07"	59.71'
C3	50.00	23°01'42"	20.10'	C24	2000.00	1°26'46"	50.48'
C4	600.00	7°46'15"	81.37'	C25	1970.00	2°56'38"	101.22'
C5	200.00	12°49'45"	44.78'	C26	330.00	18°04'14"	104.08'
C6	570.00	6°22'10"	63.36'	C27	270.00	14°05'58"	66.44'
C7	570.00	2°30'13"	24.91'	C28	330.00	8°23'09"	48.30'
C8	570.00	3°09'41"	31.45'	C29	330.00	9°41'06"	55.78'
C9	50.00	78°04'44"	68.14'	C30	17.00	86°14'06"	19.65'
C10	1100.00	1°34'30"	39.24'	C31	50.00	23°21'09"	20.38'
C11	420.00	7°46'59"	57.05'	C32	50.00	86°37'47"	58.15'
C12	420.00	8°04'57"	59.25'	C33	50.00	5°22'36"	44.83'
C13	420.00	2°19'52"	17.09'	C34	50.00	9°31'55"	81.33'
C14	420.00	5°45'05"	42.16'	C35	50.00	1°40'39"	10.19'
C15	270.00	15°18'04"	72.10'	C36	2030.00	1°41'07"	59.71'
C16	330.00	19°18'36"	111.22'	C37	2030.00	1°41'07"	59.71'
C17	330.00	8°28'21"	48.80'	C38	2030.00	1°41'07"	59.71'
C18	330.00	10°50'15"	62.42'	C39	2030.00	1°41'07"	59.71'
C19	17.00	86°14'06"	19.65'	C40	1970.00	2°31'46"	86.97'
C20	2030.00	0°33'35"	19.83'	C41	1970.00	2°16'23"	78.15'
C21	2030.00	1°41'07"	59.71'	C42	1500.00	2°51'59"	75.04'



DETAIL B
NOT TO SCALE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village “MM1”

EXHIBIT "B"

TRACT 4101 VILLAGE “MM” AREA

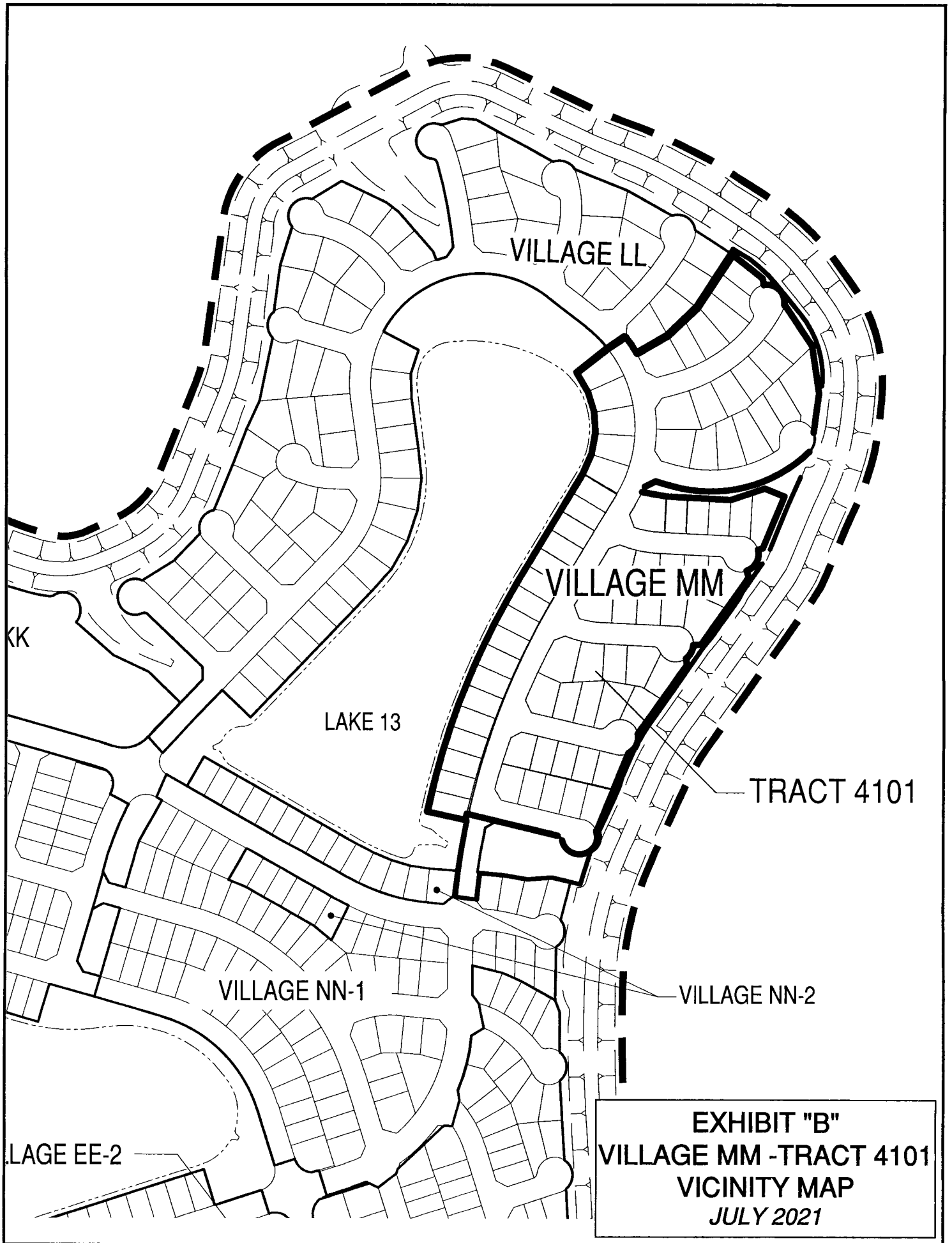


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

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

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED River Islands Stage 2B, LLC 73 W Stewart Rd Lathrop, CA 95330	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: United Specialty Insurance Company</td><td>12537</td></tr><tr><td>INSURER B: Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER C: Homesite Insurance Company</td><td>17221</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Insurance Company	12537	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: Homesite Insurance Company	17221	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W21346713

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	ATN217764P	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	B <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					LA21FXS207W8RIC 03/19/2021 03/19/2024 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Prods/Comp Ops \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	Excess Liability		CPX-7558052-00	03/19/2021	03/19/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Tract 4101, Village MM1
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
- and
- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
- (i) apply on a primary and non-contributory basis;
 - and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

EXHIBIT "D"

VILLAGE "MM" FULL IMPROVEMENT COST

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE MM (77 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 21, 2021
Job No.: 25503-53

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 39,800.00	\$ 39,800.00
2	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 39,800.00	\$ 39,800.00
3	Non-Potable Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 900.00	\$ 900.00
4	Joint Trench (70% Completion)	1	LS	\$ 47,900.00	\$ 47,800.00
5	Striping & Mounments (0% Completion)	1	LS	\$ 11,900.00	\$ 11,900.00
6	AC Paving (0% Completion)	1	LS	\$ 313,900.00	\$ 313,900.00
TOTAL COST TO COMPLETE \$					454,100.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village MM dated 06/21/2021

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4101 Village "MM1"

EXHIBIT "E"

VILLAGE "MM" UNFINISHED IMPROVEMENT COST ESTIMATE

DRAFT ENGINEER'S OPINION OF PROBABLE COST

December 17, 2018

VILLAGE MM (77 LOTS)

Job No.: 25503-53

STAGE 2B

RIVER ISLANDS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	253,500	SF	\$ 0.45	\$ 114,075.00
2	3" AC Paving	97,200	SF	\$ 1.50	\$ 145,800.00
3	4.5" AC Paving	44,300	SF	\$ 2.25	\$ 99,675.00
4	6" Aggregate Base	97,200	SF	\$ 0.90	\$ 87,480.00
5	8" Aggregate Base	44,300	SF	\$ 1.20	\$ 53,160.00
6	Vertical Curb and Gutter (with AB cushion)	2,100	LF	\$ 15.00	\$ 31,500.00
7	Rolled Curb and Gutter (with AB cushion)	5,900	LF	\$ 15.00	\$ 88,500.00
8	Concrete Sidewalk	38,600	SF	\$ 5.00	\$ 193,000.00
9	Driveway Approach	78	EA	\$ 600.00	\$ 46,800.00
10	Handicap Ramps	13	EA	\$ 2,500.00	\$ 32,500.00
11	Survey Monuments	22	EA	\$ 300.00	\$ 6,600.00
12	Traffic Striping & Signage	3,892	LF	\$ 5.00	\$ 19,460.00
13	Dewatering (budget)	3,892	LF	\$ 75.00	\$ 291,900.00
Subtotal Street Work					\$ 1,210,450.00
<u>STORM DRAIN</u>					
14	Catch Basins (type A inlet)	7	EA	\$ 2,400.00	\$ 16,800.00
15	Catch Basins (type A inlet over type I manhole base)	12	EA	\$ 2,800.00	\$ 33,600.00
16	Catch Basins (type A inlet over type II manhole base)	4	EA	\$ 5,000.00	\$ 20,000.00
17	15" Storm Drain Pipe	590	LF	\$ 34.00	\$ 20,060.00
18	18" Storm Drain Pipe	270	LF	\$ 46.00	\$ 12,420.00
19	24" Storm Drain Pipe	470	LF	\$ 65.00	\$ 30,550.00
20	30" Storm Drain Pipe	305	LF	\$ 80.00	\$ 24,400.00
21	36" Storm Drain Pipe	300	LF	\$ 95.00	\$ 28,500.00
22	Storm Drain Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
23	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Storm Drain					\$ 189,030.00
<u>SANITARY SEWER</u>					
24	8" Sanitary Sewer Pipe	2,335	LF	\$ 28.00	\$ 65,380.00
25	10" Sanitary Sewer Pipe	1,490	LF	\$ 35.00	\$ 52,150.00
26	Manholes	15	EA	\$ 4,000.00	\$ 60,000.00
27	Manholes (Trunk)	1	EA	\$ 6,000.00	\$ 6,000.00
28	Sewer Service	77	EA	\$ 600.00	\$ 46,200.00
29	Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
30	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 233,730.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
31	8" Water Line <i>(including all appurtenances)</i>	2,520	LF	\$ 32.00	\$ 80,640.00
32	10" Water Line <i>(including all appurtenances)</i>	1,480	LF	\$ 40.00	\$ 59,200.00
33	Water Service	80	EA	\$ 2,000.00	\$ 160,000.00
34	Fire Hydrants	12	EA	\$ 4,000.00	\$ 48,000.00
35	Blow Off Valve	10	EA	\$ 4,000.00	\$ 40,000.00
36	Air Release Valve	7	EA	\$ 2,500.00	\$ 17,500.00
37	Resilient Gate Valve	18	EA	\$ 1,550.00	\$ 27,900.00
38	Water Plug & Stub	1	EA	\$ 1,000.00	\$ 1,000.00
39	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 438,240.00
<u>NON-POTABLE WATER SUPPLY</u>					
40	8" Non-Potable Water Line <i>(including all appurtenances)</i>	1,490	LF	\$ 35.00	\$ 52,150.00
41	Non-Potable Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
42	Blow Off Valve	3	EA	\$ 4,000.00	\$ 12,000.00
43	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
44	Resilient Gate Valve	1	EA	\$ 2,500.00	\$ 2,500.00
45	Non-Potable Water Plug & Stub	1	EA	\$ 1,000.00	\$ 1,000.00
46	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 75,150.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,147,000.00
COST PER LOT					\$ 27,880.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, dry utilities, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
WALSH COURT
AND ADJACENT PUBLIC UTILITY EASEMENT
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR WALSH COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on this **9th day of August, 2021** ("Agreement") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

A. This Agreement relates to certain real property to be dedicated by River Islands Stage 2B, LLC, to City for public right of way purposes known as Walsh Court; local streets within the River Islands at Lathrop Master Planned Community, ("River Islands Site") and adjacent Public Utility Easements also dedicated by River Islands Stage 2B, LLC ("River Islands").

B. The Agreement also sets forth the process and includes a grant of Easements Deed (included herein as Exhibit "B" to this Agreement) that has been dedicated by River Islands Stage 2B, LLC, for dedicated public utility easements (PUEs) adjacent to the right of way of Walsh Court that extend into the levee easement of the District.

B. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").

C. River Islands has proposed Tract 4101, a final map that will create a single family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village MM. Tract 4101 contains Walsh Court, a cul-de-sac with a PUE that extends into a portion of the existing Levee Easements ("Village MM Portion of Walsh Court"), as depicted in Exhibit "A" to this Agreement.

D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 4101 and the dedication of right of way for the Village MM Portion of Walsh Court, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to the portion of Walsh Court right of way and adjacent PUE located within portions of the Levee Easements ("Common Use Area").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village MM Portion of Walsh Court within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village MM improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans, including street lights located within the Common Use Area.
5. In the event that the future use of the Village MM Portion of Walsh Court shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District Works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village MM Portion of Walsh Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village MM Portion of Walsh Court and adjacent public utility easements following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.

7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village MM Portion of Walsh Court, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any

landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. River Islands Stage 2B, LLC, has dedicated, for public purposes, via Offer of Dedication for Public Utility Easement Deed included and incorporated herein as Exhibit "B" to this Agreement, adjacent to Walsh Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4101 final map.

16. To the extent that the City's rights to its right of way and/or PUE for Walsh Court under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

17. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

18. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

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

Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330
Attention: President

19. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

20. This Agreement is governed by California law.

21. This Agreement may not be modified or amended except in writing signed by both parties.

22. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

23. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

24. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

CITY OF LATHROP
A California municipal corporation

ISLAND RECLAMATION DISTRICT
NO. 2062, a California reclamation
district

By: _____
Stephen Salvatore, City Manager

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

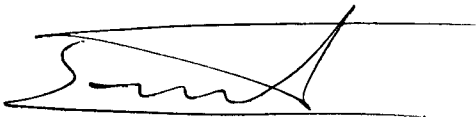
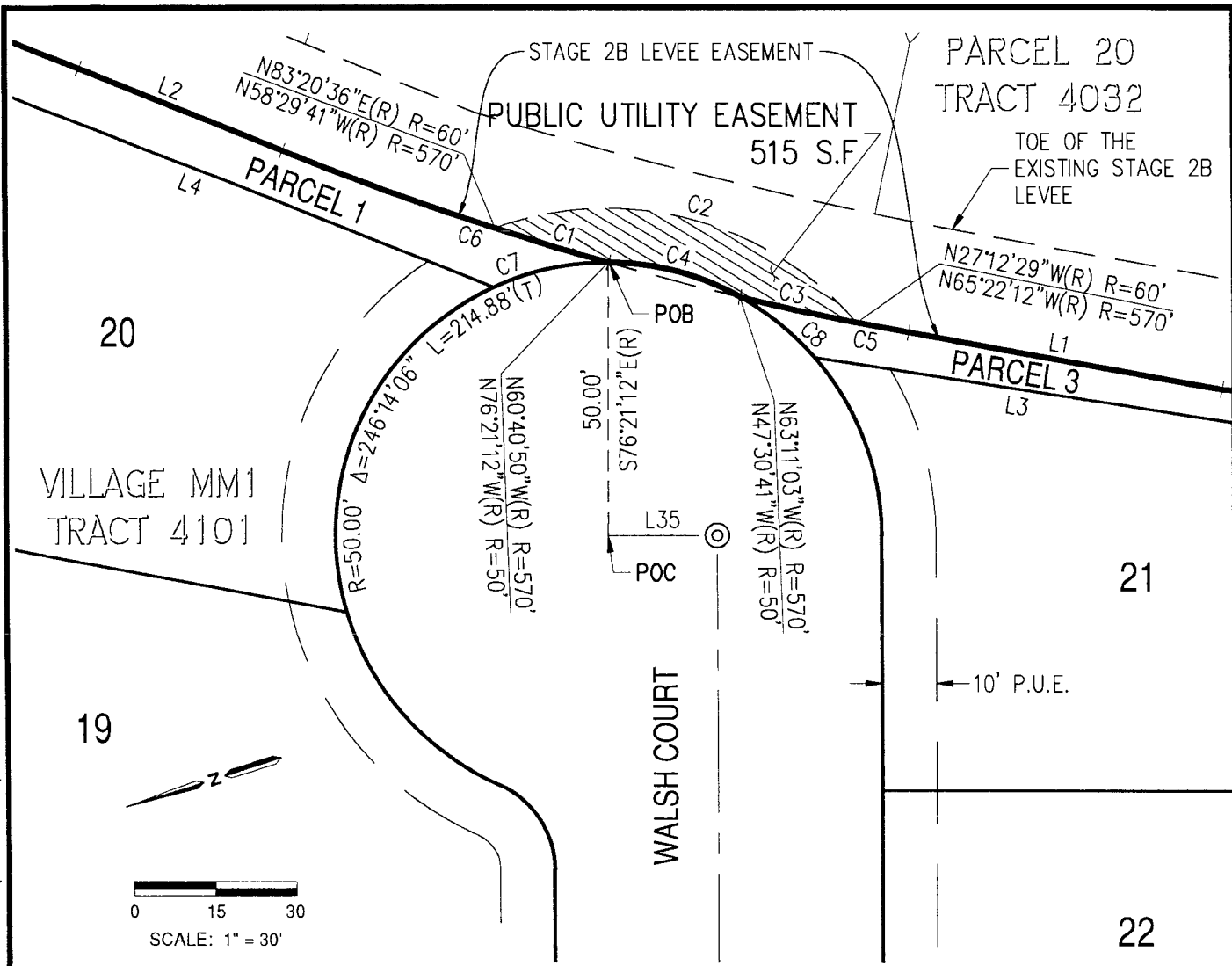
By:  _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4101- VILLAGE MM1\EXHIBITS\25503-EXH-TRACT 4101_CUA.DWG bkoch 15:38:19 07/19/2021



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	570.00	2°11'09"	21.74'
C2	60.00	69°26'55"	72.73'
C3	570.00	2°11'09"	21.74'
C4	50.00	28°50'32"	25.17'
C5	570.00	3°09'41"	31.45'
C6	570.00	6°22'10"	63.36'
C7	50.00	24°45'51"	21.61'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C8	50.00	20°05'04"	17.53'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S23°39'16"W	57.86'
L2	N35°41'20"E	40.45'
L3	S22°10'55"W	113.48'
L4	N35°05'23"E	117.91'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT

SCALE:	1"=30'	DATE:	JULY 15, 2021
JOB	25503		
NO.:			
FILE:	25503-EXH-TRACT 4101_CUA.DWG		

EXHIBIT "B"
OFFER OF DEDICATION FOR PUBLIC UTILITY EASEMENT

RECORDING REQUESTED BY:
City of Lathrop, CA

WHEN RECORDED, PLEASE MAIL TO:
City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, California 95330

APNS: 213-470-10
213-470-20

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements
(Final Map 4101)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ _____
() computed on full value of property conveyed, or
() computed on full value less liens and encumbrances remaining at time of sale.
() Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
ISLAND RECLAMATION DISTRICT NO. 2062, a California reclamation district, "Grantor(s)",

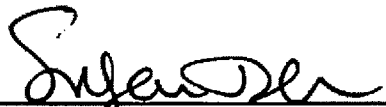
hereby grants to **CITY OF LATHROP**, a California municipal corporation "Grantee",

for public purposes, a non-exclusive public utility easement together with the right to construct, reconstruct, repair and maintain, poles, wires, cables, pipes, and conduits and their appurtenances upon. (the "Public Utility Easement") over all that real property situated in the State of California, County of San Joaquin, City of Lathrop and more particularly described as follows:

See attached Exhibit "A"

In witness whereof the undersigned have executed this instrument on this 23rd day of ^{July}~~August~~, 2021.

Grantor(s): **ISLAND RECLAMATION DISTRICT NO. 2062**,
a California reclamation district

By: 

Susan Dell'Osso, President

The remainder of this page intentionally left blank.

EXHIBIT "A"
EASEMENT AREA DESCRIPTION
(ATTACHED)

EXHIBIT A

LEGAL DESCRIPTION
 DEDICATION OF PUBLIC UTILITY EASEMENTS
 PARCEL 20, TRACT 4032 (43 M&P 142)
 RIVER ISLANDS-STAGE 2B
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

P.U.E. (WALSH COURT)

COMMENCING AT THE CENTER OF THE WALSH COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF SOUTH 76°21'12" EAST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, AND ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 60°40'50" EAST, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 02°11'09", AN ARC DISTANCE OF 21.74 FEET;

THENCE, LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 83°20'36" WEST, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 69°26'55", AN ARC DISTANCE OF 72.73 FEET TO SAID WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032;

THENCE ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 65°22'12" EAST, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 02°11'09", AN ARC DISTANCE OF 21.74 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 47°30'41" WEST, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 28°05'32", AN ARC DISTANCE OF 25.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 515 SQUARE FEET, MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED EASEMENT IS ATTACHED HERETO AS EXHIBIT B AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

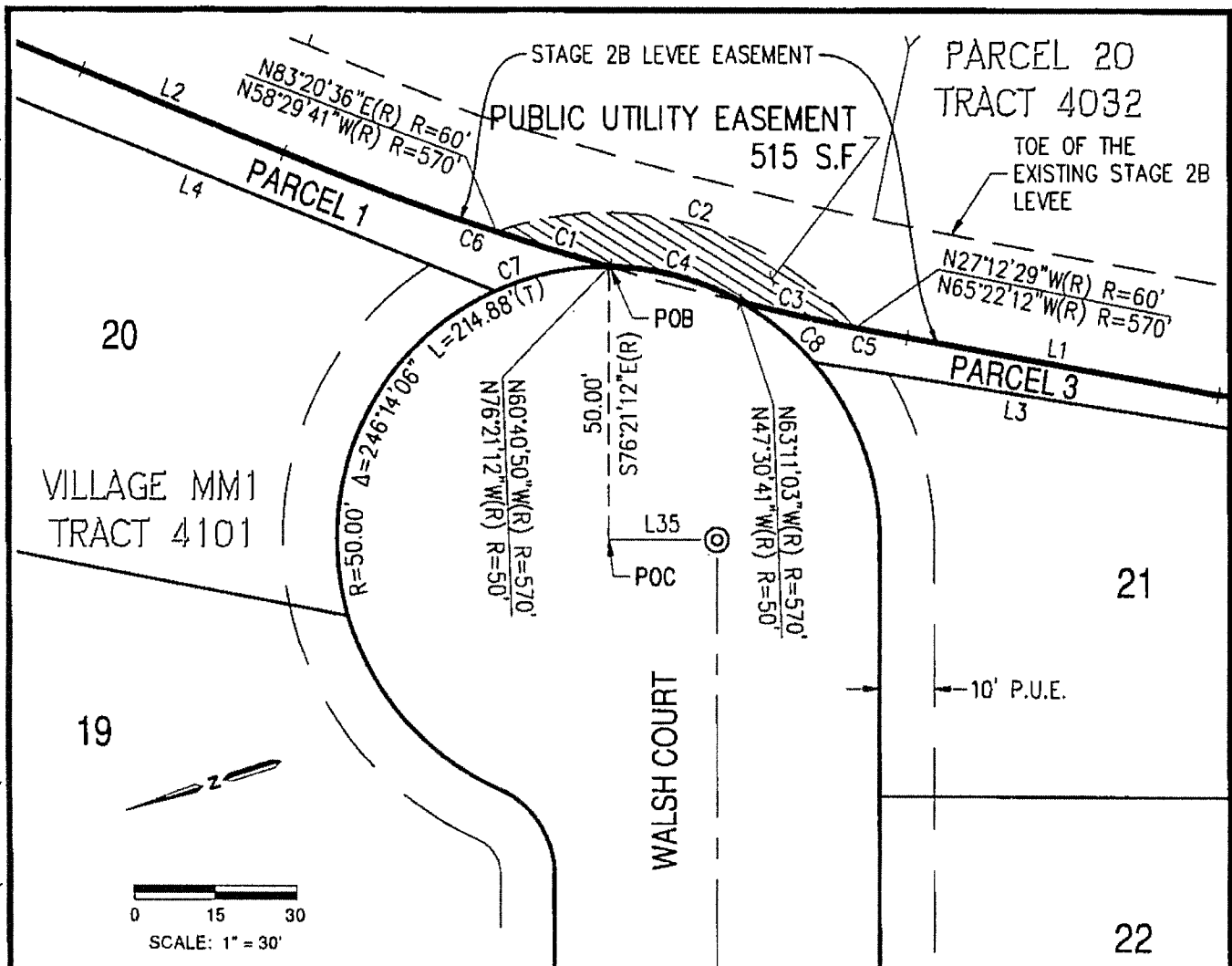
THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

DRAFT

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



DATE



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	570.00	2°11'09"	21.74'
C2	60.00	69°26'55"	72.73'
C3	570.00	2°11'09"	21.74'
C4	50.00	28°50'32"	25.17'
C5	570.00	3°09'41"	31.45'
C6	570.00	6°22'10"	63.36'
C7	50.00	24°45'51"	21.61'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C8	50.00	20°05'04"	17.53'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S23°39'16"W	57.86'
L2	N35°41'20"E	40.45'
L3	S22°10'55"W	113.48'
L4	N35°05'23"E	117.91'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
(R) RADIAL BEARING
(T) TOTAL
S.F. SQUARE FEET

EXHIBIT B



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1"=30'	DATE:	JULY 15, 2021
JOB	25503		
NO. FILE:	25503-EXH-TRACT 4101_CUA.DWG		

3
of
3

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

August 9, 2021

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4101; Escrow No. 1214021820

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4101, executed and acknowledged by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portions of Walsh Court, including Offer of Dedication for Public Utility Easements (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 22 (provided to title by City).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2B).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIS2B).

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

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6 above are referred to as the “**Recordation Documents**.” The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2020-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell’Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City (“**Settlement Statement**”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$37,699.58**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended “**Sierra Club Agreement**”), constituting the amount of **\$3,328.00** multiplied by **11.328** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City’s wire instructions are set forth below.

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

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

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

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Final Map and the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;

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

E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Stage 2B, LLC

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

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____

Its: _____

Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

TWENTY-SECOND AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 22

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Twenty-Second Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twenty-Second Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2021.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 22

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 22 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-470-10

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 22

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Stage 2B, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-470-10

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2B, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2B, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and CI Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property

is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the

Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$ 98.16 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$192.37 per SFD Lot	\$ 91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 22

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
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Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 TO INACT 4022 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY MAP, UNANIMOUSLY APPROVE AND ADOPTED SAID MAP, AND THAT SAID CITY COUNCIL DID THEREUPON PUBLIC USE, THE REINQUISHMENT OF ACCESS RIGHTS TO LOT 1, 5, 6, 15, 16, AND 25 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||. THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES AND COURTS AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66334(6) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES, RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2021 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT
WITNESS MY HAND.

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

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

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE WITHIN PROPERTY DESCRIBED BELOW, AND THAT THEY HAVE BEEN ADVISED BY THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, AND ME HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS FRAMPTON COURT, GIBBONS COURT, WALSH COURT, AND RIVINGTON AVENUE AS SHOWN ON THIS FINAL MAP.

2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN DOLLS, WHEELS, CABLES, PIPES, AND CONDUITS AND THEIR ASSOCIATED UTILITIES, AND THE RIGHT TO USE THE SAME, OVER THE LANDS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY REINQUISH TO THE CITY OF LATHROP ALL ABUTTERS' RIGHT OF ACCESS TO LOTS 1, 5, 6, 15, 16, AND 25 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINGUISHING BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A AND B AS SHOWN ON THIS MAP. SAID PARCELS ARE NOT SUBJECT TO THE CITY OF LATHROP WATER RECLAMATION DISTRICT NO. 2002 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: SUSAN DEL'ROSSO
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046605, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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

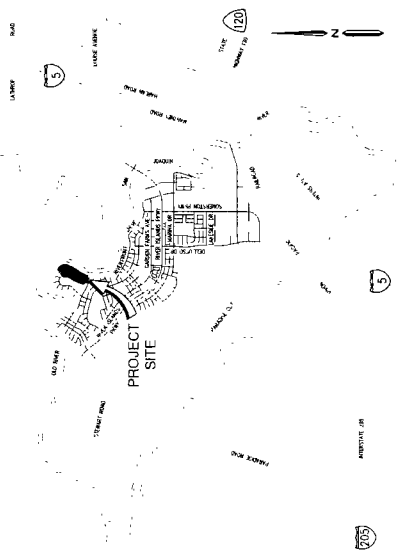
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2021 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION

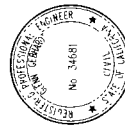
DATED THIS _____ DAY OF _____, 2021

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3894, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



GLENN GERHARDT, P.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

BY: _____
SUSAN DEL'ROSSO, COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MMI", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT

DARRYL A ALEXANDER, PLS 5071
ACTING CITY SURVEYOR



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBMERGED MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. ON SEPTEMBER 11, 2020 I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THESE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS MAP TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, ANNOTATED, VESTING, PENDING MAP.

DYLAN CRAWFORD. PLS NO 7788

[illegible]

TRACT 4101 AREA SUMMARY	
LOT 1 THROUGH 42	7 117
STREET DEDICATIONS	4 211
PARCELS A AND B	0 554
PARCELS 1 THROUGH 5	9 541
TOTAL	21 523

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021820-LR (VERSION 4),
DATED JULY 21, 2021 PROVIDED BY OLD REPUBLIC TITLE COMPANY

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 M&P 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



(R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.U.C.R. (43 MAP 142)

(R2) TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE NW1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 168, S.U.C.R. (43 MAP 168)

(R3) TRACT 4093, RIVER ISLANDS-STAGE 2B, VILLAGE L11, FILED _____, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE _____, S.U.C.R. (43 MAP _____)

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

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S J C R
LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-06000095, S J C R.

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088083, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4101 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY OF RAK'S STATEMENT ON SHEET 1.

LINE TABLE				LINE TABLE				LINE TABLE				CURVE TABLE			
LINE	DIRECTION	LENGTH		LINE	DIRECTION	LENGTH		LINE	DIRECTION	LENGTH		CURVE	RADIUS	DELTA	LENGTH
L1	N0300.00°	148.06'		L23	N51°57'05"E	111.00'		L45	N43°50.30"E	71.02'		C1	2000.00	4.0807°	144.35'
L2	N49°51°53'W	85.37'		L24	N85°54.30"E	60.12'		L46	N35°19'07"E	100.00'		C2	600.00	25.3150°	267.36'
L3	N48°58'19"E	34.84'		L25	N60°71'41"E	100.00'		L47	N32°41.20"E	40.45'		C3	420.00	22.27°56'	164.68'
L4	N78°00'14"W	111.00'		L26	N46°19'25"E	113.58'		L48	N23°39'12"E	57.86'		C4	390.00	14.2537°	98.20'
L5	N2°26'01"E	62.97'		L27	N33°23'13"E	190.31'		L49	N17°00'21"E	26.00'		C5	2030.00	61.11°5'	219.23'
L6	N41°31'26"E	62.97'		L28	N35°54.47"W	51.61'		L50	N23°37'48"E	10.76'		C6	420.00	7.46°38'	57.01'
L7	N61°21'33"E	62.97'		L29	N41°16'05"W	29.34'		L51	N23°37'48"E	41.70'		C7	680.00	5.95°41'	70.36'
L8	N17°53.40"E	62.97'		L30	N35°53.28"W	113.02'		L52	N22°50'08"E	87.36'		C8	275.00	45.02°32'	218.19'
L9	N19°34.47"E	62.97'		L31	N63°00'4"E	54.70'		L53	N17°41'07"E	65.79'		C9	50.00	23.01°42'	20.10'
L10	N21°15.54"E	62.97'		L32	N17°03'10"E	40.45'		L54	N17°53°14'W	82.37'		C10	600.00	7.46°15'	81.37'
L11	N24°38'07"E	62.97'		L33	N17°25°33'E	27.90'		L55	N85°53°26'E	68.74'		C11	200.00	12.49°45'	44.78'
L12	N27°19'14"E	62.97'		L34	N16°38'22"E	22.58'		L56	N19°50'19"W	63.86'		C12	570.00	6.2210°	63.36'
L13	N26°19'14"E	62.97'		L35	N16°38'22"E	16.32'		L57	N4°04'09.59"W	71.15'		C13	500.00	28.50°32'	25.17'
L14	N28°00'21"E	62.97'		L36	N42°24'37"E	90.23'		L58	N82°26°13'W	60.03'		C14	570.00	3.0941°	31.45'
L15	N43°41'28"E	62.97'		L37	N22°32'00"E	130.36'		L59	N11°33°53'E	111.61'		C15	50.00	76.04°44'	68.14'
L16	N30°59°51'E	60.99'		L38	N25°21'45"E	97.52'		L60	N41°41°57'W	34.84'		C16	1100.00	13.4°30'	30.24'
L17	N43°05'36"E	60.00'		L39	N37°21'45"E	27.22'		L61	N85°51°53'W	26.74'		C17	1970.00	271.1°25'	75.41'
L18	N42°13'30"E	60.00'		L40	N35°21'45"E	60.60'		L62	N85°51°53'W	31.25'		C18	1965.00	23.02°27'	86.00'
L19	N07°23'27"E	50.00'		L41	N35°24'36"E	22.47'		L63	N78°16°17'W	60.00'		C19	2035.00	22.75°58'	87.60'
L20	N32°58'58"W	60.00'		L42	N35°42°31'E	42.76'						C20	1970.00	5.58°25'	205.39'
L21	N17°10'27"W	60.00'		L43	N39°15°37'E	42.49'						C21	2030.00	5.55°12'	209.75'
L22	N31°07'43"W	80.00'		L44	N39°17°46'E	41.59'									

TRACT 4101

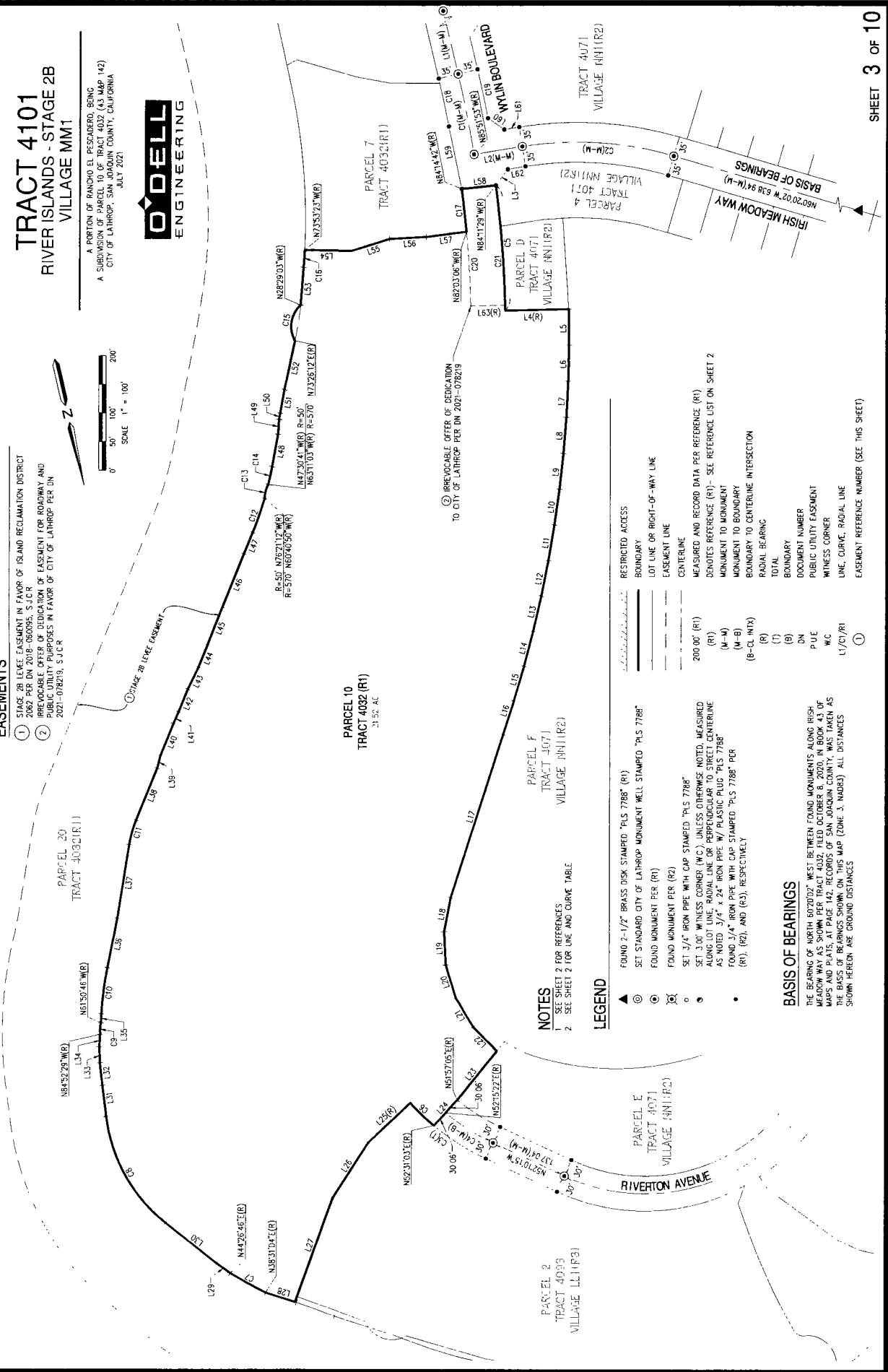
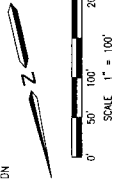
RIVER ISLANDS - STAGE 2B
VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



EASEMENTS

- ① STAGE 2B LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
AS SHOWN ON SHEET 2 OF THIS SET
- ② IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROADWAY AND
PUBLIC UTILITY PURPOSES IN FAVOR OF CITY OF LATHROP PER DN
2021-078219, S.J.C.R.



NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLE

LEGEND

- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 778B" (R1)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 778B"
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 778B"
- SET 3.00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED
ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 778B"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 778B" PER
(R1), (R2), AND (R3), RESPECTIVELY

BASIS OF BEARINGS

THE BEARING OF NORTH 60°20'02" WEST BETWEEN FOUND MONUMENTS ALONG IRISH
MEADOW WAY AS SHOWN PER TRACT 4032, FILED OCTOBER 8, 2020, IN BOOK 43 OF
MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS
THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES
SHOWN HEREON ARE GROUND DISTANCES

RESTRICTED ACCESS

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO MONUMENT
- MONUMENT TO BOUNDARY
- BOUNDARY TO CENTERLINE INTERSECTION
- RADIAL BEARING
- TOTAL
- BOUNDARY
- DOCUMENT NUMBER
- PUBLIC UTILITY EASEMENT
- WITNESS CORNER
- LINE, CURVE, RADIAL LINE
- 11/17/21
- EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

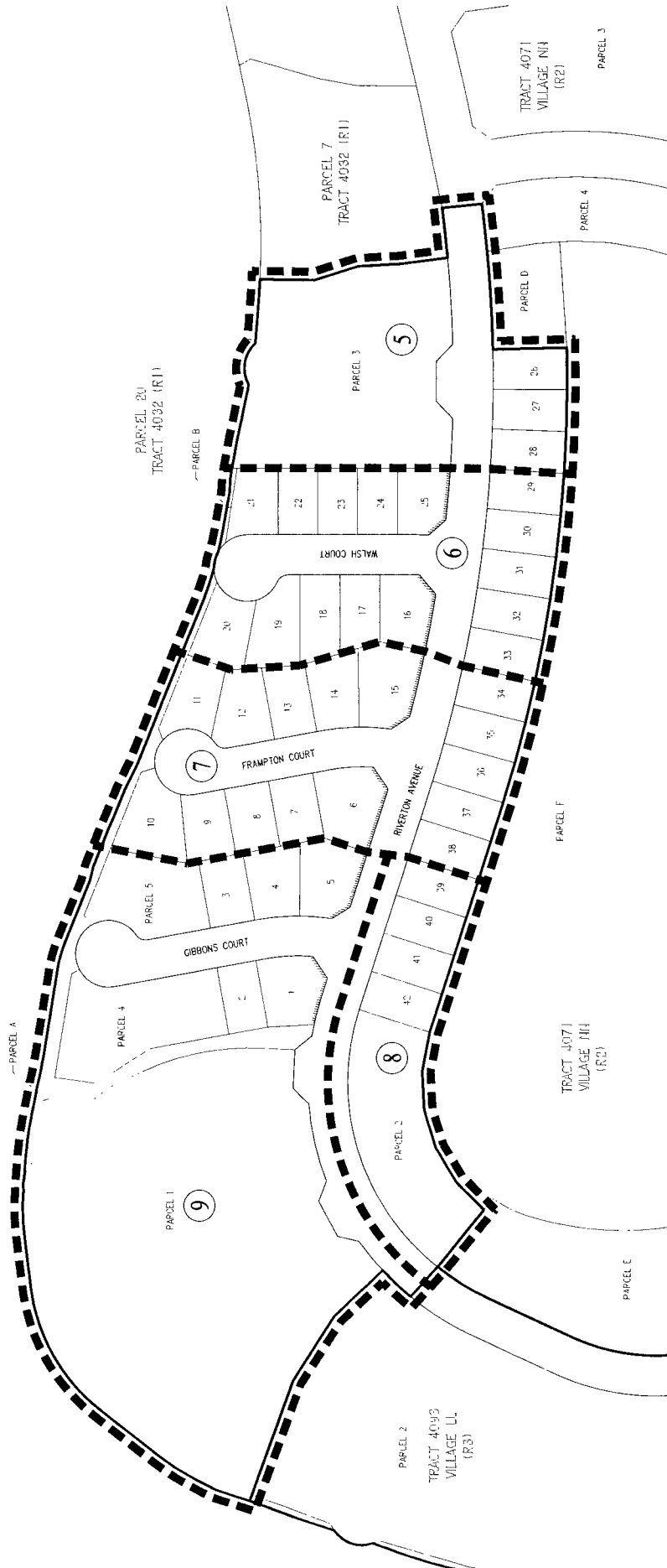
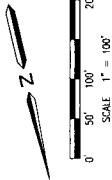
TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (A2 M&P 142)
CITY OF LATHROP, SNOHOMISH COUNTY, WASHINGTON
JULY 2021



LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 M&P 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



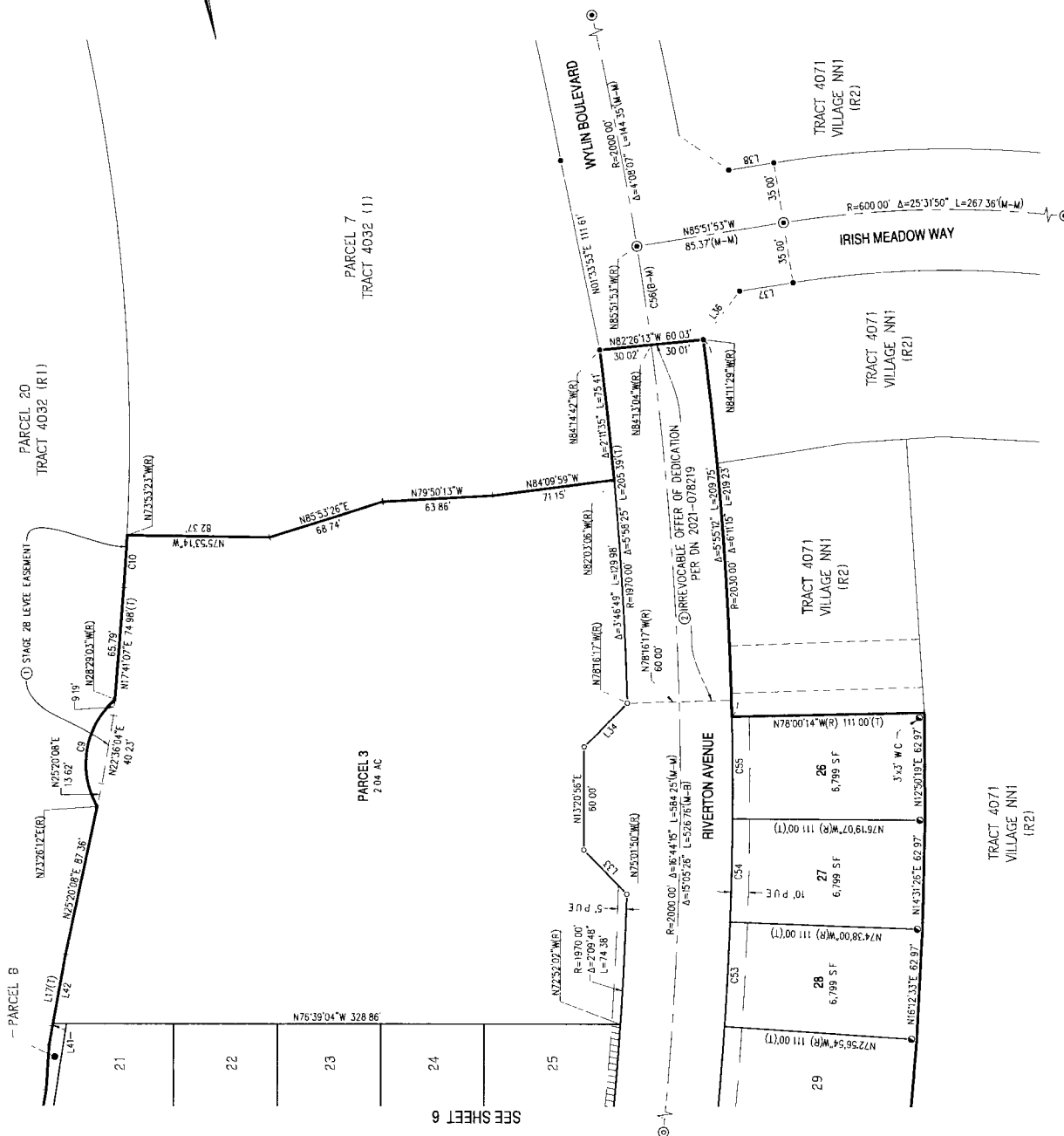
MONUMENTATION NOTES

- ▲ FOUND 2-1/2" BRASS DICK STAMPED "PLS 7788" (R1)
 ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 ○ FOUND MONUMENT PER (R1)
 ☒ FOUND MONUMENT PER (R2)
 ○ SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
 ○ SET 3/00" WIRELESS CORNER (W/C), UNLESS OTHERWISE NOTED, MEASURED
 ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE
 AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 ○ FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER
 (R1), (R2), AND (R3), RESPECTIVELY

NOTE SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

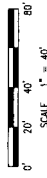
NOTES

- 1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3 SEE SHEET 1D FOR LINE AND CURVE TABLE



TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOHNS COUNTY, CALIFORNIA
JULY 2021

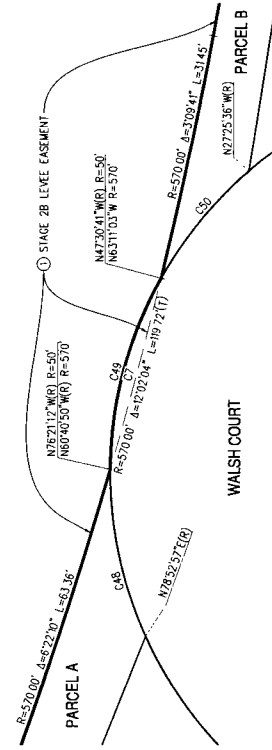


MONUMENTATION NOTES

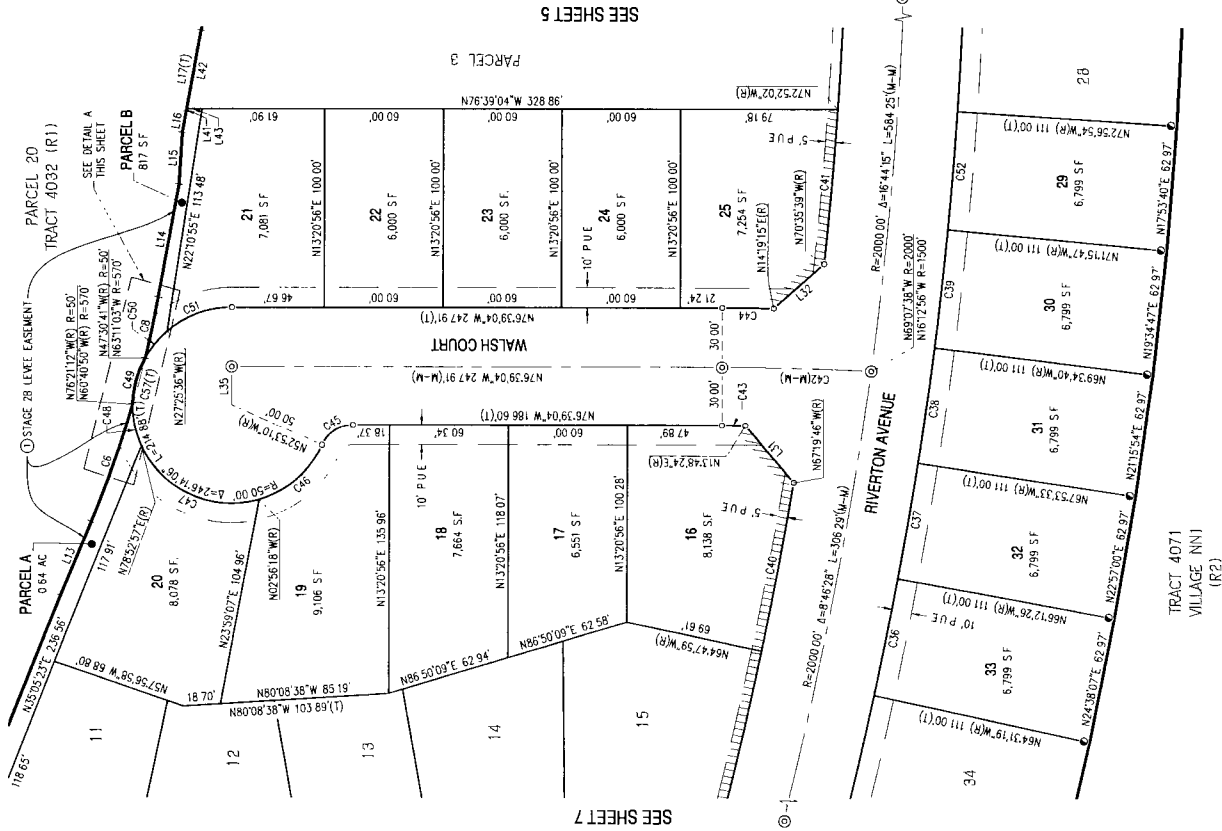
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W/C), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), AND (R3), RESPECTIVELY
- NOTE: SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

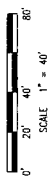
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLE



DETAIL A
NOT TO SCALE



A PORTION OF RANCHO EL PESCADEO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 M&P 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



MONUMENTATION NOTES

- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
 SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "PLS 7788"
 FOUND MONUMENT PER (R1)
 FOUND MONUMENT PER (R2)
 SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
 SET 3.00" WITNESS CORNER (T/C), UNLESS OTHERWISE NOTED, MEASURED
 ALONG LOT LINE, RADIAL LINE OR PLASTIC TUB TO STREET CENTERLINE
 AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER
 (R1), (R2), AND (R3), RESPECTIVELY
 NOTE SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL
 BEAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK
 STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION
 FOR ALL FRONT LOT CORNERS

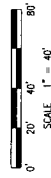
NOTES

- 1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3 SEE SHEET 10 FOR LINE AND CURVE TABLE



TRACT 4071
MILLAGE NN1 (R2)

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021

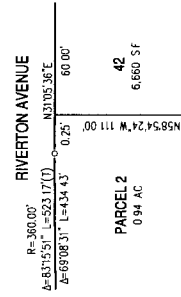


MONUMENTATION NOTES

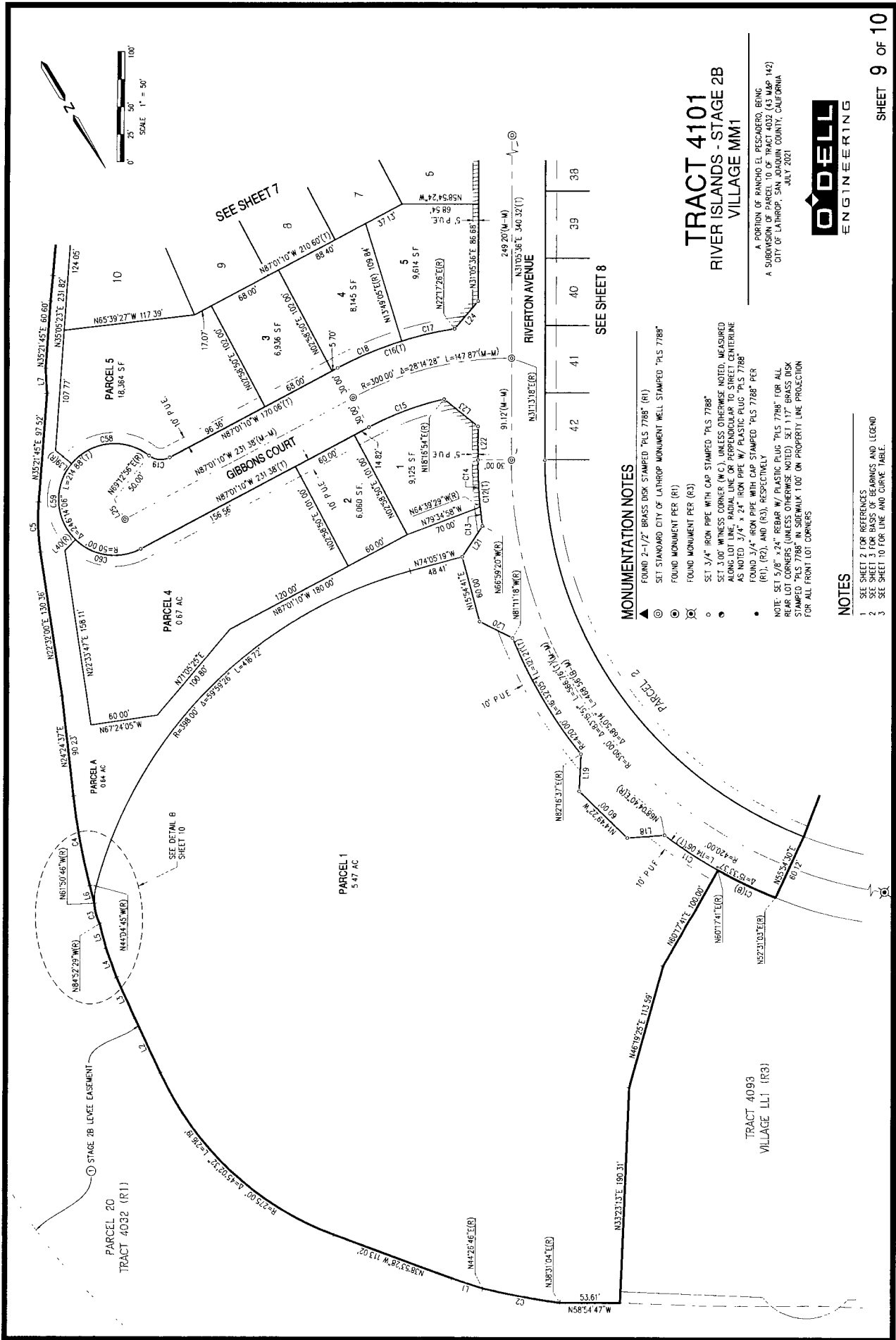
- | | | |
|---|--|--|
| ▲ | FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1) | |
| ⊙ | SET STANDARD CITY OF LAHOMON MONUMENT WELL STAMPED "PLS 7788" | |
| ⊙ | FOUND MONUMENT PER (R1) | |
| ⊙ | FOUND MONUMENT PER (R3) | |
| ⊙ | SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" | |
| ⊙ | SET 3/4" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED
ALONG LINE, RADIAL LINE, OR PIPE W/ PLASTIC PUG TO STREET CENTERLINE
AS NOTED 3/4" - 24" IRON PIPE W/ PLASTIC PUG "PLS 7788" | |
| ● | FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER
(R1), (R2), AND (R3), RESPECTIVELY | |
| ● | NOTE: SET 5/8" - 24" REBAR W/ PLASTIC PUG "PLS 7788" FOR ALL
REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1" BRASS DISK
FOR ALL 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION
FOR ALL FRONT LOT CORNERS | |

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3 SEE SHEET 10 FOR LINE AND CURVE TABLE



DETAIL B
NOT TO SCALE



- MONUMENTATION NOTES**
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
 - ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - ⊙ FOUND MONUMENT PER (R1)
 - ⊙ FOUND MONUMENT PER (R3)
 - SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
 - SET 3/8" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 - FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), AND (R3), RESPECTIVELY
- NOTE: SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

- NOTES**
- 1 SEE SHEET 2 FOR REFERENCES
 - 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
 - 3 SEE SHEET 10 FOR LINE AND CURVE TABLE

**TRACT 4101
RIVER ISLANDS - STAGE 2B
VILLAGE MM1**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF TRACT 4032 (43 MBP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2021



TRACT 4101 RIVER ISLANDS - STAGE 2B VILLAGE MM1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SHERMAN COUNTY, CALIFORNIA
JULY 2021



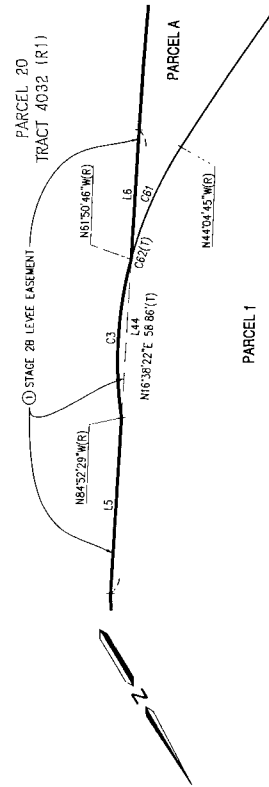
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 9 ONLY

LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N41°16'09"W	29.34'	L23	N20°18'45"W	39.08'
L2	N6°09'04"E	54.70'	L24	N7°41'31"E	32.54'
L3	N7°03'18"E	40.45'	L25	N2°58'50"E	20.00'
L4	N11°25'23"E	27.90'	L26	N20°54'48"W	39.40'
L5	N16°38'22"E	22.58'	L27	N8°53'55"E	33.10'
L6	N16°38'22"E	16.32'	L28	N2°58'50"E	20.00'
L7	N27°35'08"E	22.22'	L29	N87°17'42"E	21.67'
L8	N36°24'36"E	22.47'	L30	N5°15'38"W	18.94'
L9	N35°42'31"E	42.76'	L31	N26°45'41"W	37.98'
L10	N39°15'57"E	42.49'	L32	N6°15'14"E	33.75'
L11	N35°27'46"E	41.59'	L33	N30°50'27"W	35.85'
L12	N34°50'30"E	71.02'	L34	N57°32'19"E	35.85'
L13	N35°41'20"E	40.45'	L35	N13°20'58"E	20.00'
L14	N23°39'16"E	57.86'	L36	N49°58'19"E	34.84'
L15	N17°00'12"E	26.00'	L37	N85°13'53"W	31.25'
L16	N23°37'48"E	10.76'	L38	N85°13'53"W	26.24'
L17	N23°37'48"E	41.70'	L39	N19°17'44"W	18.60'
L18	N63°22'21"W	33.10'	L40	N75°38'15"E	13.55'
L19	N33°43'38"E	33.10'	L41	N23°37'48"E	1.44'
L20	N32°38'19"W	33.10'	L42	N23°37'48"E	40.26'
L21	N64°27'40"E	33.10'	L43	N76°39'04"W	7.78'
L22	N31°05'36"E	30.02'	L44	N16°38'22"E	19.96'

CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C1	420.00	7°46'38"	57.01'		
C2	660.00	5°55'41"	70.36'		
C3	50.00	23°01'42"	20.10'		
C4	600.00	7°46'15"	81.37'		
C5	200.00	12°49'45"	44.78'		
C6	570.00	6°22'10"	63.36'		
C7	570.00	2°30'13"	24.91'		
C8	570.00	3°09'41"	31.45'		
C9	50.00	78°04'44"	68.14'		
C10	1100.00	1°34'30"	30.24'		
C11	420.00	7°46'59"	57.05'		
C12	420.00	8°04'57"	59.25'		
C13	420.00	2°19'52"	17.69'		
C14	420.00	5°45'05"	42.16'		
C15	270.00	15°18'04"	72.10'		
C16	330.00	19°18'36"	111.22'		
C17	330.00	8°28'21"	48.80'		
C18	330.00	10°50'15"	62.42'		
C19	17.00	66°14'06"	19.65'		
C20	2030.00	0°33'35"	19.83'		
C21	2030.00	1°41'07"	59.71'		

CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C22	2030.00	1°41'07"	59.71'		
C23	2030.00	1°41'07"	59.71'		
C24	2004.00	1°26'46"	50.48'		
C25	1970.00	2°56'38"	101.22'		
C26	330.00	18°04'14"	104.08'		
C27	270.00	14°05'36"	66.44'		
C28	330.00	8°23'08"	48.30'		
C29	330.00	9°41'06"	55.78'		
C30	17.00	66°14'06"	19.65'		
C31	50.00	23°21'09"	20.38'		
C32	50.00	66°37'47"	58.15'		
C33	50.00	51°22'36"	44.83'		
C34	50.00	9°11'55"	81.33'		
C35	50.00	11°40'39"	10.19'		
C36	2030.00	1°41'07"	59.71'		
C37	2030.00	1°41'07"	59.71'		
C38	2030.00	1°41'07"	59.71'		
C39	2030.00	1°41'07"	59.71'		
C40	1970.00	2°31'46"	86.97'		
C41	1970.00	2°16'23"	78.15'		
C42	1500.00	2°51'59"	75.04'		

CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C43	1470.00	0°27'28"	11.75'		
C44	1510.00	0°58'19"	25.95'		
C45	17.00	66°14'06"	19.65'		
C46	50.00	49°56'52"	43.59'		
C47	50.00	81°49'15"	71.40'		
C48	50.00	24°45'51"	21.61'		
C49	50.00	28°50'32"	25.17'		
C50	50.00	20°50'54"	17.53'		
C51	50.00	40°46'32"	35.58'		
C52	2030.00	1°41'07"	59.71'		
C53	2030.00	1°41'07"	59.71'		
C54	2030.00	1°41'07"	59.71'		
C55	2030.00	1°41'07"	59.71'		
C56	2000.00	1°38'48"	57.48'		
C57	570.00	1°20'20.4"	119.72'		
C58	50.00	88°30'40"	77.24'		
C59	50.00	85°14'01"	74.67'		
C60	50.00	72°59'25"	62.97'		
C61	50.00	17°46'01"	15.50'		
C62	50.00	40°47'44"	35.60'		



DETAIL B
NOT TO SCALE

ITEM 4.9

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A FEE WAIVER REQUEST FOR THE LATHROP VOLUNTEER CLUB**

RECOMMENDATION: **Adopt a Resolution Approving a Facility Fee Waiver Request from Lathrop Community Volunteer Club for the 2021 Calendar Year**

SUMMARY: Staff requests that the City Council review and approve a fee waiver for Lathrop Community Volunteer Club's use of City facilities in accordance with the City of Lathrop Fee Waiver Policy. The Parks and Recreation staff have reviewed this request and found the waiver requested by the Lathrop Community Volunteer Club to utilize Valverde Park Amphitheater and Picnic Shelter #2 to be of public benefit, de Minimis in nature and not subsidized from other facility fees.

BACKGROUND: Annually, staff receive requests for fee waivers from local organizations for the use of City facilities in support their local activities. The Lathrop Community Volunteer Club is a local 501(c)3 non-profit organization who are active in the Lathrop Community. This report includes a facility fee waiver request for the use of Valverde Park Amphitheater and Picnic Shelter #2 in support of the organization in the amount listed below:

- Lathrop Community Volunteer Club \$303.00

RECOMMENDATION: Staff requests that the City Council review and find that the requested waiver from Lathrop Community Volunteer Club provides a public benefit to the community and that the amount of the request is de Minimis in nature and not subsidized from other facility fees, and approve the fee waiver for the organization listed above.

FISCAL IMPACT: The fees associated with the facility fee waiver request total \$303.00 for the use of Valverde Park Amphitheater and Picnic Shelter #2 to hold the First Responders Appreciation BBQ.

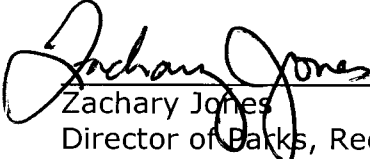
ATTACHMENTS:

- A. Resolution to approve the Lathrop Community Volunteer Club Fee Waiver Request.
- B. Lathrop Community Volunteer Club Request for Fee Waiver and Facility Usage Calculations.

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE 2021 REQUEST FOR FEE WAIVER**


PAGE 2

APPROVALS:



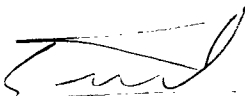
Zachary Jones
Director of Parks, Recreation and Maintenance Services

8.3.2021
Date

 FOR C)

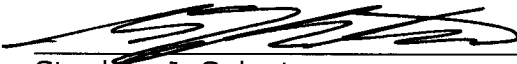
Cari James
Director of Finance and Administrative Services

8-4-2021
Date



Salvador Navarrete
City Attorney

8-4-2021
Date



Stephen J. Salvatore
City Manager

8.4.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP COMMUNITY VOLUNTEER CLUB FOR USE OF CITY FACILITIES TOTALING \$303.00

WHEREAS, the Lathrop Community Volunteer Club has requested a fee waiver for the use of City Facilities; and

WHEREAS, the Parks & Recreation Commission voted at their August 5, 2021 meeting to recommend City Council approval of the requested fee waiver; and

WHEREAS, the City Council finds that this request provides a public benefit to the community, that the amount of the request is de minimis in nature and not subsidized from other facility fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby waive facility fees for the use of City Facilities by the Lathrop Community Volunteer Club in the amount of \$303.00.

The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



FACILITY RENTAL FEE WAIVER REQUEST FORM

272

Lathrop Community Volunteer Group						
Fee Calculations for 2021-2022 Request for Use of Facilities						
Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Valverde Amphitheater	September	9/15/2021	First Responders BBQ	1	\$ 85.00	\$ 85.00
Picnic Shelter 2	September	9/15/2021	First Responders BBQ	1	\$ 85.00	\$ 85.00
TOTAL						\$170.00

CITY OF LATHROP - REQUIRED STAFF						
Fee Calculations for 2021-2022 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd			
First Responders BBQ	Facility Attendant	\$ 19.00	7			\$ 133.00
TOTAL						\$133.00

\$303.00

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ITEM 4.10

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A FEE WAIVER REQUEST FOR THE LATHROP LIONS CLUB**

RECOMMENDATION: **Adopt a Resolution Approving a Facility Fee Waiver Request from Lathrop Lions Club for the 2021 Calendar Year**

SUMMARY: Staff requests that the City Council review and approve a fee waiver for Lathrop Lions Club's use of City facilities in accordance with the City of Lathrop Fee Waiver Policy. The Parks and Recreation staff have reviewed this request and found the waiver requested by the Lathrop Lions Club to utilize the Lathrop Senior Center to be of public benefit, de Minimis in nature and not subsidized from other facility fees.

BACKGROUND: Annually, staff receive requests for fee waivers from local organizations for the use of City facilities in support their local activities. The Lathrop Lions Club organization is a local 501(c)3 non-profit organization who are active in the Lathrop Community. This report includes a facility fee waiver request for the use of the Lathrop Senior Center in support of the organization in the amount listed below:

- Lathrop Lions Club \$3252.00

RECOMMENDATION: Staff requests that the City Council review and find that the requested waiver from Lathrop Lions Club provides a public benefit to the community and that the amount of the request is de Minimis in nature and not subsidized from other facility fees, and approve the fee waiver for the organization listed above.

FISCAL IMPACT: The fees associated with the facility fee waiver request total \$3252.00 for the use of the Lathrop Senior Center to allow Lathrop Lions Club to benefit the community.

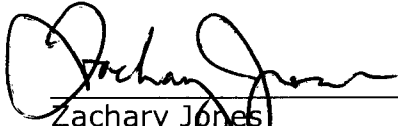
ATTACHMENTS:

- A. Resolution to approve the Lathrop Lions Club Fee Waiver Request.
- B. Lathrop Lions Club Request for Fee Waiver and Facility Usage Calculations.

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
APPROVE THE 2021 REQUEST FOR FEE WAIVER**

PAGE 2

APPROVALS:



Zachary Jones
Director of Parks, Recreation and Maintenance Services

8.3.2021

Date

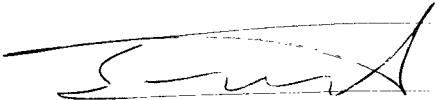


Cari James
Director of Finance and Administrative Services

FOR CD

8-4-2021

Date



Salvador Navarrete
City Attorney

8.3.2021

Date



Stephen J. Salvatore
City Manager

8.4.21

Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LIONS CLUB FOR USE OF CITY FACILITIES TOTALING \$3252.00

WHEREAS, the Lathrop Lions Club has requested a fee waiver for the use of City Facilities; and

WHEREAS, the Parks & Recreation Commission voted at their August 5, 2021 meeting to recommend City Council approval of the requested fee waiver; and

WHEREAS, the City Council finds that this request provides a public benefit to the community, that the amount of the request is de minimis in nature and not subsidized from other facility fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby waive facility fees for the use of City Facilities by the Lathrop Lions Club in the amount of \$3252.00.

The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

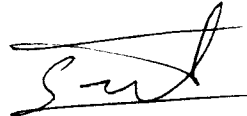
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



<u>Lathrop Lions Club</u>						
Fee Calculations for 2021-2022 Request for Use of Facilities						
<u>Facility</u>	<u>Month Rqstd</u>	<u>Dates Requested</u>	<u>Purpose</u>	<u>Total Hours</u>	<u>Rate/Hour</u>	<u>Total Price</u>
Lathrop Senior Center	Every Month	Third Sunday	Bunco	3	\$65.00	\$ 195.00
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL						\$2,340.00

CITY OF LATHROP - REQUIRED STAFF						
Fee Calculations for 2021-2022 Request Staff Time Associated with Fee Waiver Request						
Event	Title	Hourly Rate	Hrs Rqstd	Recurance		
Bunco	Facility Attendane	\$ 19.00	4	12		\$ 76.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL						\$912.00

\$3,252.00

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ITEM 4.11

CITY MANAGER'S REPORT

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

**ITEM: ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSTRUCTED BY GSE CONSTRUCTION COMPANY,
INC FOR CIP WW 19-01 WOODFIELD SEWER PUMP
STATION UPGRADES**

RECOMMENDATION: Adopt Resolution Accepting Public Improvements Constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades, Authorize the Filing of a Notice of Completion, and Release Contract Retention and Performance and Payment Bond

SUMMARY:

GSE Construction Company, Inc. has completed construction of the Capital Improvement Project (CIP) WW 19-01 Woodfield Sewer Pump Station Upgrades. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

GSE Construction Company, Inc. has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements being accepted.

Staff requests City Council accept the improvements constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to GSE Construction Company, Inc., in the amount of \$68,975 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bond.

BACKGROUND:

On April 13, 2020, City Council awarded a construction contract to GSE Construction Company, Inc. for improvements to CIP WW 19-01 Woodfield Sewer Pump Station Upgrades. The project upgraded the Woodfield Sewer Pump Station with new pumps and established a connection to an existing 10-inch force main to allow its flow to be pumped to the Manteca Water Quality Control Facility (MWQCF). This project also facilitated a potential future connection of the Sharpe Army Depot to the City's wastewater collection system by providing additional flows needed to prevent settling of solids in the sewer mains on McKinley Avenue.

GSE Construction Company, Inc. completed the construction of the project and staff has inspected the improvements and deemed them complete and in accordance with the approved plans and specifications.

CITY MANAGER’S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE
CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER
PUMP STATION UPGRADES

PAGE 2

The awarded contract was in the amount of \$1,297,300, and a 10% construction contingency of \$129,730 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$1,427,030. During construction, contract change orders totaling \$82,191 were issued for a final contract amount of \$1,379,491.

The project has been completed within the available construction budget, original contract period, and in accordance with the plans, specifications, and City of Lathrop Standards. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A.	Construction Contract Amount	\$ 1,297,300
B.	Approved Change Orders	\$ 82,191
		\$ 1,379,491
	Total Construction Costs	\$ 1,379,491

Upon acceptance of the improvements, the performance and payment bond (Bond No. 9338734) will be released and replaced with the maintenance bond (Bond No. 9338734). The maintenance bond covers 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. GSE Construction Company, Inc. has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the public improvements constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to GSE Construction Company, Inc., in the amount of \$68,975 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bond.

REASON FOR RECOMMENDATION:

Improvements to the Woodfield Sewer Pump Station were needed to accommodate additional flows from the North Harlan Road/Roth Road industrial area and to alleviate stress on the downstream Historic Lathrop system. The project was completed by GSE Construction Company, Inc. pursuant to the contract documents dated April 13, 2020. Staff has inspected the improvements and deemed them complete and in accordance with City standards. The performance and payment bond (Bond No. 9338734) will be released and replaced with a one-year maintenance bond (Bond No. 9338734, \$137,949.10) upon City Council’s acceptance of the improvements.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER PUMP STATION UPGRADES****FISCAL IMPACT:**

The final construction contract amount with GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades is \$1,379,491. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Wastewater System Capital Replacement Fund (6060).

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades, Authorize the Filing of a Notice of Completion, and Release Contract Retention and Performance and Payment Bond
- B. Notice of Completion – CIP WW 19-01 Woodfield Sewer Pump Station Upgrades
- C. Project Vicinity Map – CIP WW 19-01 Woodfield Sewer Pump Station Upgrades

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE
CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER
PUMP STATION UPGRADES

PAGE 4

APPROVALS:


Ken Reed
Senior Construction Manager

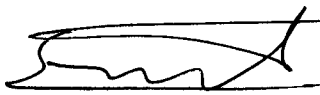
8-2-2021
Date


Michael King
Public Works Director

7.29.2021
Date

 FOR CJ
Cari James
Finance and Administrative
Services Director

8-2-2021
Date


Salvador Navarrete
City Attorney

7.29-2021
Date


Stephen J. Salvatore
City Manager

8.2.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY GSE CONSTRUCTION COMPANY, INC. FOR CIP WW 19-01 WOODFIELD SEWER PUMP STATION UPGRADES, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, AND RELEASE OF CONTRACT RETENTION AND PERFORMANCE AND PAYMENT BOND

WHEREAS, on April 13, 2020, City Council awarded a construction contract to GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades; and

WHEREAS, the scope of work included upgrading the Woodfield Sewer Pump Station with new pumps and establishing a connection to an existing 10-inch force main to allow its flow to be pumped to the Manteca Water Quality Control Facility (MWQCF); and

WHEREAS, the project also facilitated a potential future connection of the Sharpe Army Depot to the City's wastewater collection system by providing additional flows needed to prevent settling of solids in the sewer mains on McKinley Avenue; and

WHEREAS, the awarded contract was in the amount of \$1,297,300 and a 10% construction contingency of \$129,730 was authorized for staff to use as necessary to achieve the goals of the project; and

WHEREAS, during construction, contract change orders totaling \$82,191 were issued for a final contract amount of \$1,379,491; and

WHEREAS, GSE Construction Company, Inc. has satisfactorily completed the construction of the project, and staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, GSE Construction Company, Inc. has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, GSE Construction Company, Inc. has submitted a one-year maintenance bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bond (Bond No. 9338734) will be released and replaced with a one-year maintenance bond (Bond No. 9338734, \$137,949.10) upon City Council's acceptance of the improvements; and

WHEREAS, the construction budget for the Woodfield Sewer Pump Station Upgrades CIP WW 19-01 was sufficient to fund the project, and staff requests that unused funds be transferred back into the Wastewater Systems Capital Replacement Fund (6060); and

WHEREAS, staff requests City Council accept the public improvements constructed by GSE Construction Company, Inc. for CIP WW 19-01 Woodfield Sewer Pump Station Upgrades; and

WHEREAS, the one-year maintenance bond would pay for any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by GSE Construction Company, Inc. for improvements to CIP WW 19-01 Woodfield Sewer Pump Station Upgrades pursuant to the contract documents dated April 13, 2020; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to GSE Construction Company, Inc., in the amount of \$68,975 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bond; and

BE IT FURTHER RESOLVED, that City Council also authorizes the transfer of the unused project funds into the Wastewater System Capital Replacement Fund (2030).

The foregoing resolution was passed and adopted this 9th day of August, 2021, 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

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

Attachment B

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330
(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP WW 19-01 Woodfield Sewer Pump Station Upgrades by GSE Construction Company, Inc.
4. That on the 9th day of August 2021 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: GSE Construction Company Inc.
6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE
GSE Construction Company, Inc. 7633 Southfront Road, Suite 160 Livermore CA 94551
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP WW 19-01 Woodfield Sewer Pump Station Upgrades

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

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

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **August 9, 2021** by **GSE Construction Company, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **August 9, 2021**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager



PROJECT LOCATION MAP

ITEM 4.12

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC

RECOMMENDATION: Adopt Resolution Accepting Public Improvements and Offers of Dedication for Storm Drain Easements from Saybrook CLSP, LLC

SUMMARY:

Saybrook CLSP, LLC (Saybrook) has completed the construction of storm drain storage, Watershed 2 (WS2) and Watershed 4 (WS4) public improvements. A Vicinity Map is included as Attachment "B". The approximate value of the public improvements being accepted is \$2,194,060, as shown in the project GASB 34 Reports. These improvements have been inspected by the City Engineer and have been deemed complete.

Staff recommends City Council accept the public improvements constructed in compliance with City specifications and the Offers of Dedication of Storm Drain Easements. The cost to maintain these facilities will be paid through service fees collected and the CLSP Capital Facility District (CFD) 2019-2.

Teichert Construction Inc., the contractor, has provided a one-year warranty bond. Saybrook has provided as-built drawings, GASB 34 Reports and lien releases for the improvements being accepted.

BACKGROUND:

Saybrook CLSP, LLC, the developer for the Central Lathrop Specific Plan (CLSP), has completed the construction of storm drain storage, Watershed 2 (WS2) and Watershed 4 (WS4) public improvements. Section 7.05.4.1 of the Assignment and Amendment of Development Agreement by and between the City of Lathrop and Saybrook CLSP, LLC, Saybrook shall provide storm drain facilities to accommodate the storm water runoff. This includes underground storage in large pipes.

Both Watershed 2 (APN: 192-030-07,192-030-08,192-030-09) and Watershed 4 (APN: 192-030-10) are part of Vesting Tentative Tract Map 3533 of CLSP.

The public improvements will be maintained by the City and the costs to maintain these facilities will be covered through service fees collected and the CLSP Capital Facility District (CFD) 2019-2. The approximate value of the improvements is \$2,194,060 as shown in Attachment "C". Teichert Construction Inc., the contractor, has provided a one-year warranty bond based on 10% of the construction costs and Saybrook has provided lien releases for the improvements being accepted.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC**

The bond values and numbers are detailed in Table 1 below.

Table 1 – Bond Details

Bond Type	Principal	Bond Number	Bond Value
Warranty	Teichert Construction, Inc.	070210014M	\$190,310
Warranty	Teichert Construction, Inc.	070210015M	\$125,954

Saybrook has also provided Offers of Dedication of Storm Drain Easements for proper maintenance and access of the collection system as shown in the Attachment "D".

REASON FOR RECOMMENDATION:

The City Engineer has inspected the improvements and confirmed that the improvements have been completed in accordance with City specifications. Saybrook has submitted lien releases, confirming all contractors have been paid in full, and a one-year warranty bond for the public improvements being accepted. Staff recommends Council accept the public improvements to allow the City to provide maintenance and Offers of Dedication of Storm Drain Easements.

FISCAL IMPACT:

The approximate value of the improvements being accepted is \$2,194,060 as shown in the project GASB 34 Reports. Teichert's one-year warranty bond is intended to pay for any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. The City's maintenance costs will increase due to the additional improvements that will have to be maintained. The costs to maintain these facilities will be covered through the CLSP Capital Facility District (CFD) 2019-2 after the warranty bond has expired.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements and Offers of Dedication for Storm Drain Easements from Saybrook CLSP, LLC
- B. Vicinity Map - Watershed 2 & Watershed 4
- C. GASB 34 Reports - Watershed 2 & 4 Storm Drain Storage
- D. Offers of Dedication - Storm Drain Easements
- E. Lien Releases

CITY MANAGER'S REPORT

PAGE 3

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

**ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR
STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC**

APPROVALS:



Ken Reed
Senior Construction Manager

7-29-2021

Date



Michael King
Director of Public Works

7.29.2021

Date



Glenn Gebhardt
City Engineer

7/28/21


Date



Cari James
Finance & Administrative
Services Director

8/4/2021


Date



Salvador Navarrete
City Attorney

8.2.2021

Date



Stephen J. Salvatore
City Manager

8.3.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS AND OFFERS OF DEDICATION FOR STORM DRAIN EASEMENTS FROM SAYBROOK CLSP, LLC

WHEREAS, section 7.05.4.1 of the Assignment and Amendment of Development Agreement by and between the City of Lathrop and Saybrook CLSP, LLC dated December 6, 2016 and recorded with the San Joaquin County Recorder's Office as Doc. No. 2017-007992 states that Saybrook shall provide storm drain facilities to accommodate the storm water runoff for the CLSP area; and

WHEREAS, the agreement also states that additional storm drainage facilities are needed as the project builds out pursuant to Section 5.04.2(e). This includes underground storage in large pipes; and

WHEREAS, Watershed 2 (WS2 - APN: 192-030-07,192-030-08,192-030-09) and Watershed 4 (WS4 - APN: 192-030-10), improvements have been constructed and inspected by the City Engineer and have been deemed complete and in compliance with City specifications; and

WHEREAS, Saybrook has also submitted Offers of Dedication for Storm Drain Easements for proper maintenance of and access to the collection system; and

WHEREAS, the approximate value of the improvements being accepted is \$2,194,060 as shown in the project GASB 34 Reports. The City's maintenance costs will increase due to the additional improvements that will have to be maintained and the costs to maintain these facilities will be covered through the CLSP Capital Facility District (CFD) 2019-2 after the warranty bond has expired; and

WHEREAS, Saybrook has submitted lien releases, confirming all contractors have been paid in full, and Teichert Construction Inc., the contractor, has provided a one-year warranty bond based on 10% of the construction costs for any repairs or replacements that become necessary during the one-year period shown in Table 1 below, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

Table 1 – Bond Details

Bond Type	Principal	Bond Number	Bond Value
Warranty	Teichert Construction, Inc.	070210014M	\$190,310
Warranty	Teichert Construction, Inc.	070210015M	\$125,954

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the storm drain storage public improvements and Offers of Dedication for Storm Drain Easements (Watershed 2 & Watershed 4) from Saybrook CLSP, LLC, in substantially the form as attached to the August 9, 2021 City Manager's Report.

NOW, FURTHER BE IT RESOLVED, the City Manager, or their designee, is authorized to accept the Offers of Dedication for Storm Drain Easements from Saybrook CLSP, LLC, and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

The foregoing resolution was approved this 9th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

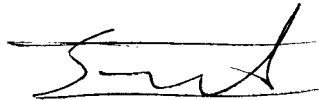
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CENTRAL LATHROP SPECIFIC PLAN - WATERSHED 2 & 4 SD STORAGE - VICINITY MAP



06-28-2021 1:57pm Jeff Matson P:\25201\EXHIBITS\WS24RD4 - VICINITY MAP.DWG

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

Date: 6/28/2021

Submitted by: MacKay & Soms

Central Lathrop Specific Plan - Watershed 2 Storm Drain Storage - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated March 2021

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Saddle Type Manhole	EA	6	\$15,000	\$90,000
72" RCP Storm drain pipe	LF	3,321	\$330	\$1,095,930
Storm Drain Manifold structure	EA	2	\$30,000	\$60,000
90" RCP Storm drain pipe	LF	98	\$500	\$49,000
			Total:	\$1,294,930

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

Date: 6/28/2021

Submitted by: MacKay & Soms

Central Lathrop Specific Plan - Watershed 4 Storm Drain Storage - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated March 2021

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Saddle Type Manhole	EA	6	\$15,000	\$90,000
72" RCP Storm drain pipe	LF	2,361	\$330	\$779,130
Storm Drain Manifold structure	EA	1	\$30,000	\$30,000
			Total:	\$899,130

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION

for Storm Drain Easement

(APNs: 192-030-07, 192-030-08, 192-030-09)

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency

- () computed on full value of property conveyed, or
- () computed on full value less liens and encumbrances remaining at time of sale.
- () Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
LATHROP LAND ACQUISITION, LLC, a Delaware limited liability company, legal landowners
"GRANTOR(S)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "GRANTEE",
storm drain easement in City of Lathrop, San Joaquin County, State of California, described as:

See attached Exhibit "A" attached hereto and made a part hereof

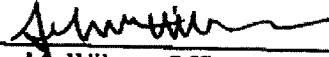
In witness whereof the undersigned have executed this instrument on this 9th day of APRIL, 2021.

GRANTOR(S):

LATHROP LAND ACQUISITION, LLC,
a Delaware limited liability company

By: Saybrook Fund Investors, LLC

Its: Managing Member

By: 
Jeffrey M. Wilson, Officer

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On April 9, 2021 before me, Rachel M. Wright, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Wilson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rachel M. Wright
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
STORM DRAIN EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF LOT 36, 37, AND 38 AS SHOWN ON TRACT 3533, RECORDED IN BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND FIFTY (50) FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 36, THENCE ALONG THE EASTERLY LINE OF SAID LOT 36 NORTH 17°28'45" WEST, 41.93 FEET, TO THE EXISTING NORTHERLY LINE OF PUBLIC ACCESS EASEMENT AS SHOWN ON SAID TRACT 3533;

THENCE LEAVING SAID EASTERLY LINE AND ENTERING SAID LOT 36, ALONG THE NORTHERLY LINE OF SAID EXISTING PUBLIC UTILITY EASEMENT, ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS SOUTH 66°27'03" WEST, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 116°37'48", AND AN ARC DISTANCE OF 91.60 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 20°57'51", AND AN ARC DISTANCE OF 10.98 FEET TO THE POINT OF BEGINNING;

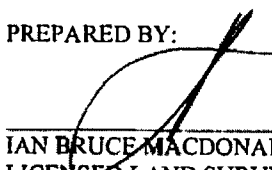
THENCE CONTINUING WITHIN LOT 36 AND ENTERING LOTS 37, AND 38, THE FOLLOWING THREE (3) COURSES:

1. NORTH 18°02'17" EAST, 80.31 FEET;
2. NORTH 17°15'08" EAST, 824.01 FEET;
3. THENCE NORTH 11°48'06" EAST, 297.96 FEET TO ITS POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF SAID EXISTING PUBLIC UTILITY EASEMENT ON THE SOUTHERLY END, AND AT RIGHT ANGLES OF THE NORTHERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE ON THE NORTHERLY END.

END OF DESCRIPTION

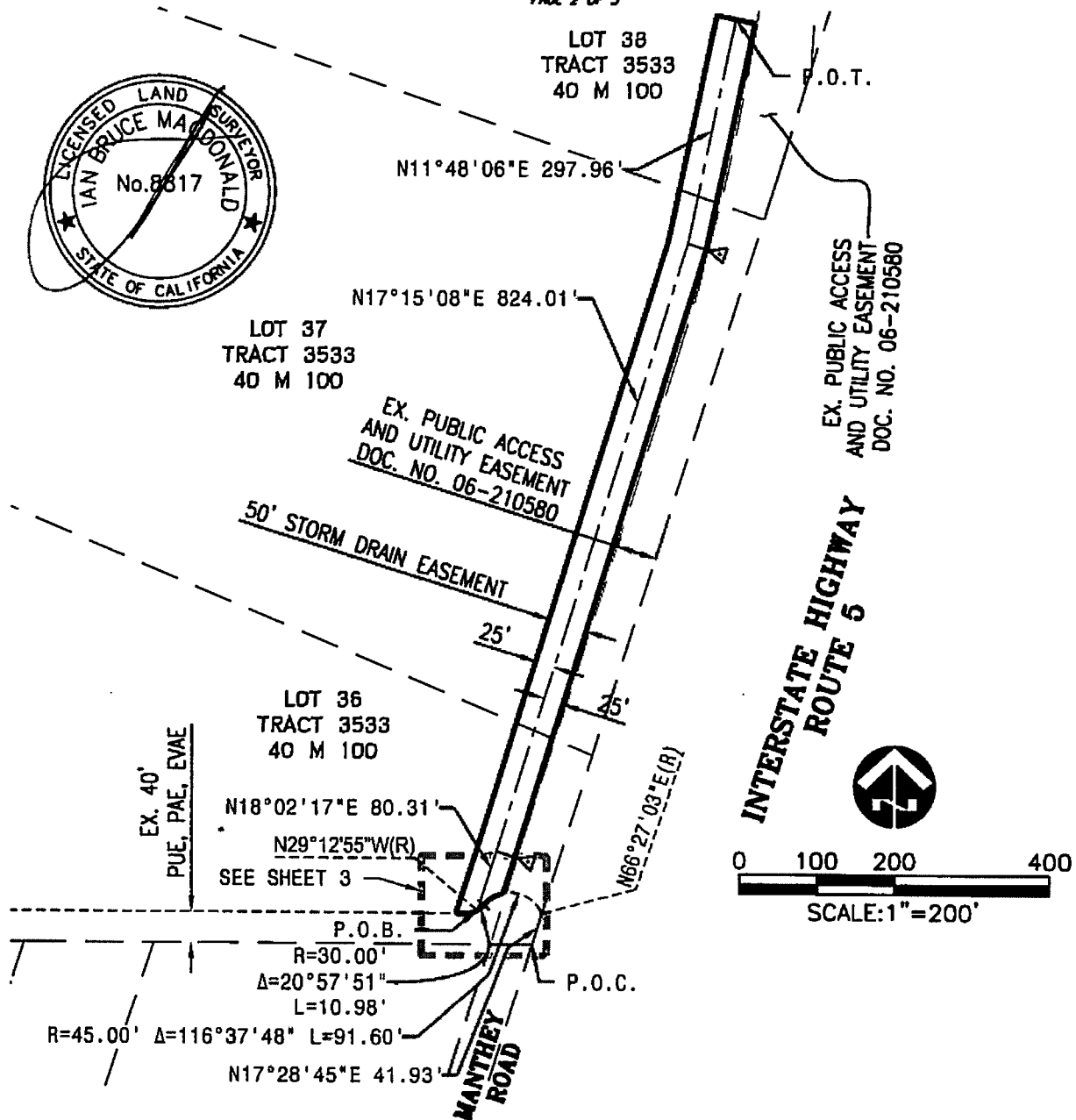
PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



3/19/21
DATE

EXHIBIT "A"
PAGE 2 OF 3



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS
---	CENTERLINE EASEMENT
---	BOUNDARY OF DESCRIPTION
---	EXISTING EASEMENT
---	EXISTING PARCEL
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
Δ	ANGLE POINT

PLAT TO ACCOMPANY DESCRIPTION

STORM DRAIN EASEMENT

LATHROP

CALIFORNIA

Mackay & Soms

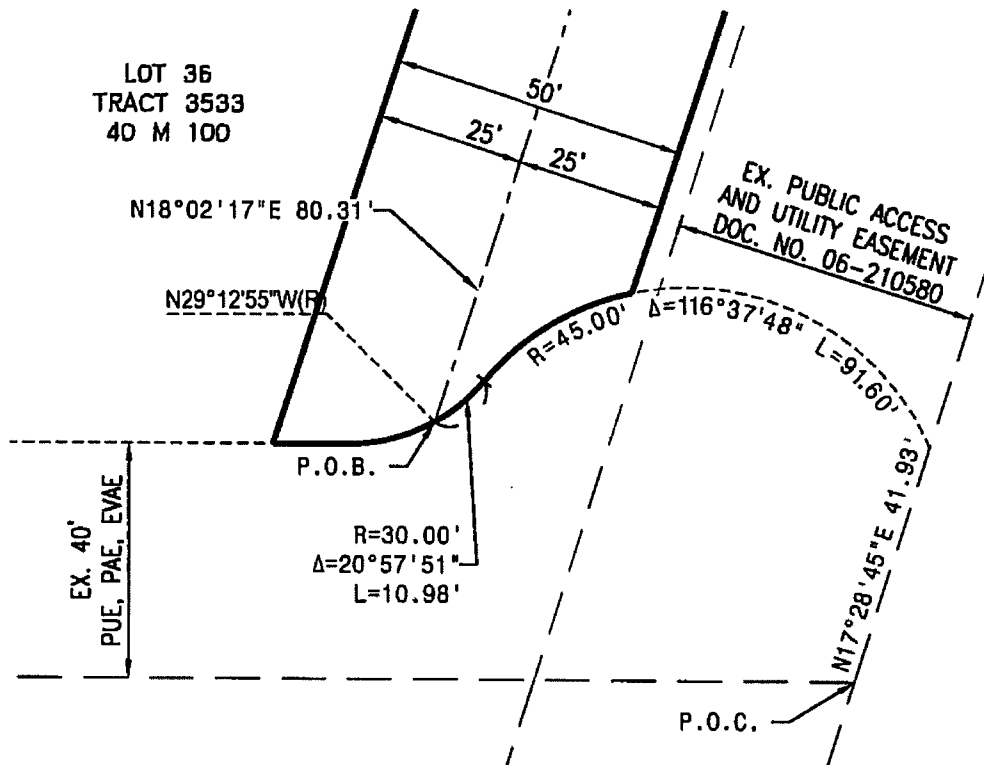
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	MARCH 2021	1"=200'	25201.000

EXHIBIT "A"
PAGE 3 OF 3



LOT 36
TRACT 3533
40 M 100



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.T.	POINT OF TERMINUS
---	CENTERLINE EASEMENT
---	BOUNDARY OF DESCRIPTION
---	EXISTING EASEMENT
---	EXISTING PARCEL
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
∠	ANGLE POINT

PLAT TO ACCOMPANY DESCRIPTION			
STORM DRAIN EASEMENT			
LATHROP		CALIFORNIA	
Mackay & Somps ENGINEERS PLANNERS SURVEYORS 5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690			
DRAWN	DATE	SCALE	JOB NO.
JZL	MARCH 2021	1"=20'	25201.000

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFER OF DEDICATION

for Storm Drain Easement

(APN: 192-030-10)

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency

- () computed on full value of property conveyed, or
- () computed on full value less liens and encumbrances remaining at time of sale.
- () Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
LATHROP LAND ACQUISITION, LLC, a Delaware limited liability company, legal landowners
"GRANTOR(S)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "GRANTEE",
storm drain easement in City of Lathrop, San Joaquin County, State of California, described as:

See attached Exhibit "A" attached hereto and made a part hereof

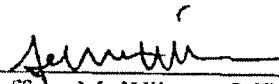
In witness whereof the undersigned have executed this instrument on this 9th day of APRIL, 2021.

GRANTOR(S):

LATHROP LAND ACQUISITION, LLC,
a Delaware limited liability company

By: Saybrook Fund Investors, LLC

Its: Managing Member

By: 

Jeffrey M. Wilson, Officer

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On APRIL 9, 2021 before me, Rachel M. Wright, Notary Public
 Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Wilson
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rachel M. Wright
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

**LEGAL DESCRIPTION
STORM DRAIN EASEMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF LOT 39 AS SHOWN ON TRACT 3533, RECORDED IN BOOK 40 OF MAPS AND PLATS AT PAGE 100, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND FIFTY (50) FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 39, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 39 NORTH 78°07'00" WEST, 197.50 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID LOT 39 THE FOLLOWING THREE (3) COURSES:

1. NORTH 2°54'13" EAST, 404.05 FEET;
2. NORTH 1°16'49" EAST, 400.07 FEET;
3. THENCE NORTH 0°10'31" EAST, 10.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SPARTAN WAY.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SOUTHERLY RIGHT OF WAY LINE OF SPARTAN WAY ON THE NORTHERLY END, AND AT THE SOUTHERLY LINE OF SAID LOT 39 ON THE SOUTHERLY END.

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA

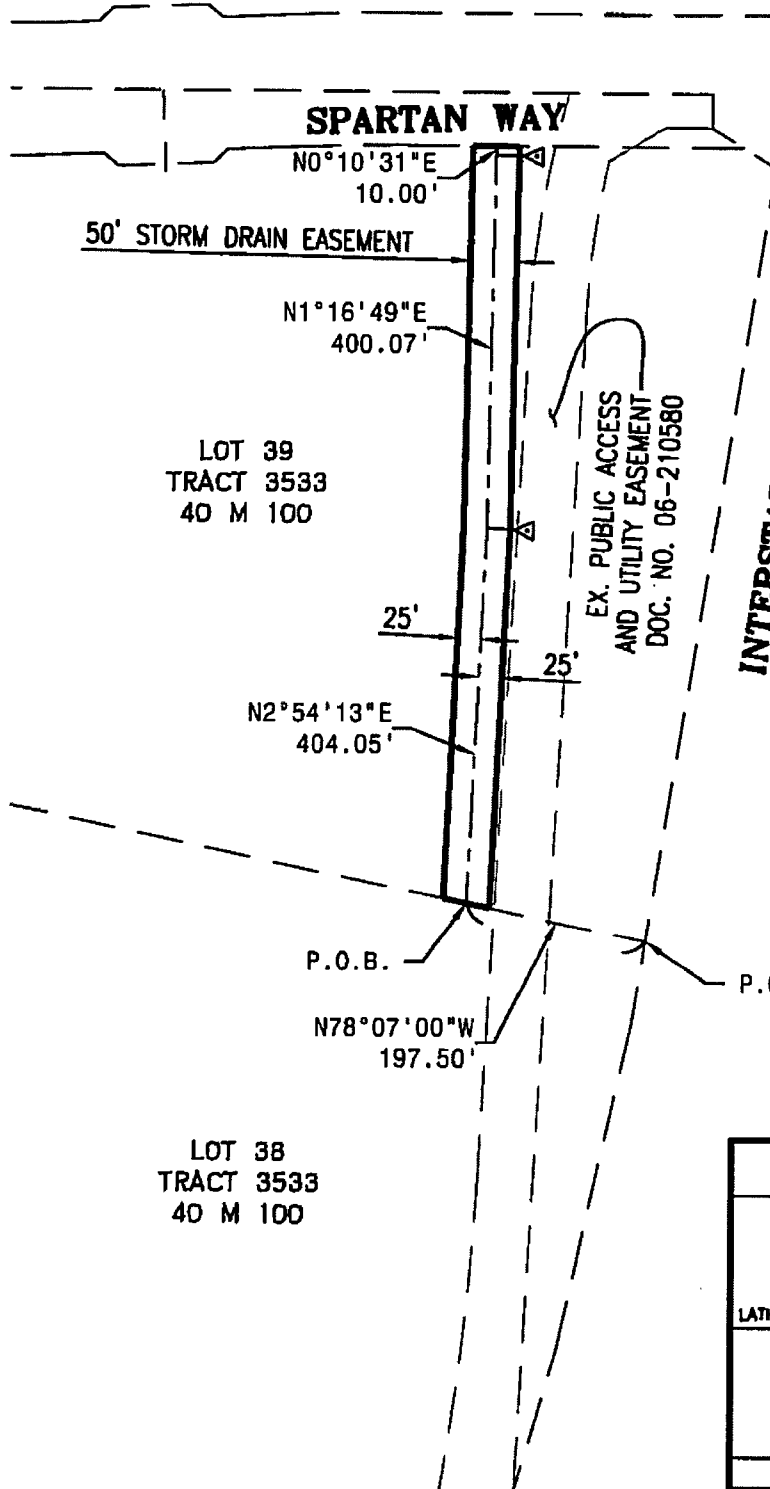


3/9/21 DATE

Mackay & Sonps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690



EXHIBIT "A"
PAGE 2 OF 2



0 100 200 400
SCALE: 1"=200'

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
--- CENTERLINE EASEMENT
--- BOUNDARY OF DESCRIPTION
--- EXISTING PARCEL
△ ANGLE POINT

PLAT TO ACCOMPANY DESCRIPTION

STORM DRAIN EASEMENT

LATHROP

CALIFORNIA

Mackay & Somps

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	MARCH 2021	1"=200'	25201.000

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Teichert Construction

Name of Customer: Saybrook CLSP, LLC

Job Location: STANFORD CROSSING CLSP WATERSHED 2 STORM DRAIN
Spartan Way & Manthey Road, Lathrop

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:

Claimant's Title: Jennifer Jones-Dickens, Credit Analyst

Date of Signature: 07/27/2021

7/1/12

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

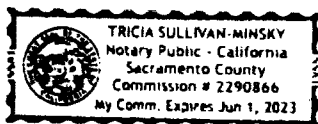
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On July 27, 2021 before me, Tricia Sullivan-Minsky, Notary Public, personally appeared Jennifer Jones-Dickens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tricia Sullivan-Minsky
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached

Document Date: 7-27-21 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

2018 National Notary Association

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Teichert Construction

Name of Customer: Saybrook CLSP, LLC

Job Location: STANFORD CROSSING CLSP WATERSHED 4 STORM DRAIN
Spartan Way & Manthey Road, Lathrop

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:

Claimant's Title: Jennifer Jones-Dickens, Credit Analyst

Date of Signature: 07/27/2021

7/1/12

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

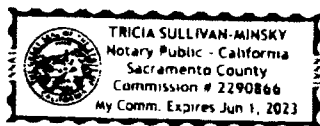
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State of California
County of Sacramento

On July 27, 2021 before me, Tricia Sullivan-Minsky, Notary Public, personally appeared Jennifer Jones-Dickens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tricia Sullivan-Minsky
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached

Document Date: 7-27-21 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

2018 National Notary Association

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

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing CLSP Watershed 4 Storm Drain Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

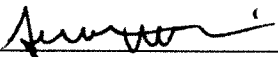
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 7/28/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

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

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing CLSP Watershed 2 Storm Drain Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

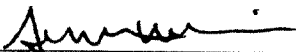
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 7/28/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

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ITEM 4.13

CITY MANAGER'S REPORT AUGUST 9, 2021, CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACTS 3997, 3998, 3999, 4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements for Tracts 3997, 3998, 3999, 4000, 4001, and 4002 from River Islands Development, LLC**

SUMMARY:

River Island Development, LLC (RID) has completed construction of the public improvements listed in the GASB 34 reports (Attachment "C") for Tract 3997, 3998, 399, 4000, 4001, and 4002 ("Tracts") in accordance with their Subdivision Improvement Agreements (SIA). These improvements have been inspected by the City Engineer and have been deemed complete. Each Tract was annexed into Community Facilities District CFD 2013-1 with the approval of the final maps to fund the cost of maintenance.

One-year warranty bonds have been provided, the amount of which are based on 10% of the performance bond value per Tract. Staff requests that City Council accept the public improvements from RID.

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007, and an amended VTM 3694 with updated conditions of approval on June 1, 2015. The Tracts comply with the amended conditions of approval of VTM 3694.

As required by the City's subdivision ordinance, the final maps for the Tracts within the Villages included a Subdivision Improvement Agreement (SIA) to guarantee any public improvements.

Table 1 – Council Approval Dates & Resolution Numbers

Village	Tract	Council Approval Date	Resolution Number
Y	3997	6/10/2019	19-4587
	3998	8/10/2020	20-4771
AA	4001	11/19/2018	18-4479
	4002	11/9/2020	20-4809
BB	3999	11/19/2018	18-4478
	4000	11/9/2020	20-4808

AUGUST 9, 2021, CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3997, 3998, 3999, 4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC**

Completion of the public improvements listed in the GASB 34 reports fulfills the associated obligations of the SIAs. The bond values and numbers are detailed in Table 2 below. The Performance and Labor & Materials Bonds will be replaced with the Warranty Bonds and released upon acceptance of the improvements.

Table 2 – Bond Details

Village	Tract	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Warranty Bond Number/Value
Y	3997	0757315 / \$517,914	0757315 / \$258,957	0757315 / \$190,660
	3998			
AA	4001	0681518 / \$586,362	0681518 / \$293,181	0681518 / \$236,334
	4002			
BB	3999	0681519 / \$1,340,761	0681519 / \$670,381	0681519 / \$495,12
	4000			

REASON FOR RECOMMENDATION:

The City Engineer has inspected the Tracts and confirmed that the improvements as shown in Attachment C have been completed in accordance with City specifications. River Islands Development has submitted a master lien release as shown in Attachment D for the improvements being accepted. Staff has received the one-year warranty bonds and as-built drawings for said improvements. Staff recommends City Council accept the improvements identified in Attachment C for the Tracts to allow for the City to provide maintenance.

FISCAL IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship for the completed improvements. The City's Service Maintenance CFD 2013-1 has been established to further fund City maintenance and operating costs.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements for Tracts 3997, 3998, 3999 4000, 4001, and 4002 from River Islands Development, LLC
- B. Location Maps
- C. GASB 34 Reports
- D. Developer lien release letter

CITY MANAGER'S REPORT
AUGUST 9, 2021, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3997, 3998, 3999,
4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC

PAGE 3

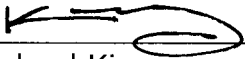
APPROVALS:



Ken Reed
Senior Construction Manager

8-3-2021

Date



Michael King
Director of Public Works

8/3/2021

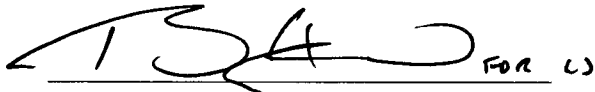
Date



Glenn Gebhardt
City Engineer

8/3/21

Date

 for us

Cari James
Finance & Administrative
Services Director

8/3/2021

Date



Salvador Navarrete
City Attorney

8-3-2021

Date



Stephen J. Salvatore
City Manager

8-4-21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR TRACTS 3997, 3998, 3999, 4000, 4001, AND 4002 FROM RIVER ISLANDS DEVELOPMENT, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. Tract 3997, 3998, 399, 4000, 4001, and 4002 ("Tracts"), comply with the amended conditions of approval of VTM 3694; and

WHEREAS, required by the City's subdivision ordinance, the Tracts included Subdivision Improvement Agreements (SIAs) to guarantee any public improvements. The following table is included to provide reference information for future inquiries for these tracts. City Council's acceptance date for resolutions corresponding to each tract's final map and village letter; and

Table 1 – Council Approval Dates & Resolution Numbers

Village	Tract	Council Approval Date	Resolution Number
Y	3997	6/10/2019	19-4587
	3998	8/10/2020	20-4771
AA	4001	11/19/2018	18-4479
	4002	11/9/2020	20-4809
BB	3999	11/19/2018	18-4478
	4000	11/9/2020	20-4808

WHEREAS, completion of the public improvements listed in the GASB 34 reports (Attachment "C" of the City Manager's Report) fulfills the obligations of the SIAs; and

WHEREAS, the bond values and numbers, provided by River Islands Development, LLC (RID), are detailed in Table 2 below. The Performance and Labor & Materials Bonds will be replaced with the Warranty Bonds and released upon acceptance of the improvements; and

Table 2 – Bond Details

Village	Tract	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Warranty Bond Number/Value
Y	3997	0757315 / \$517,914	0757315 / \$258,957	0757315 / \$190,660
	3998			
AA	4001	0681518 / \$586,362	0681518 / \$293,181	0681518 / \$236,334
	4002			
BB	3999	0681519 / \$1,340,761	0681519 / \$670,381	0681519 / \$495,120
	4000			

WHEREAS, the City Engineer has inspected the public improvements and confirmed that the improvements listed in Attachment C to the City Manager's Report have been completed in accordance with City specifications; and

WHEREAS, RID has submitted a master lien release letter for the improvements being accepted, one-year warranty bonds and as-built drawings for said improvements; and

WHEREAS, the City's maintenance costs will increase because of the additional improvements that have to be maintained. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship for the completed improvements. The City's Service Maintenance CFD 2013-1 has been established to further fund City maintenance and operating costs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop accepts the public improvements for Tracts 3997, 3998, 3999, 4000, 4001, and 4002, from River Islands Development, LLC.

The foregoing resolution was passed and adopted this 9th day of August, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

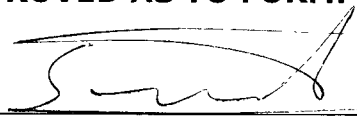
ABSENT:

Sonny Dhaliwal, Mayor

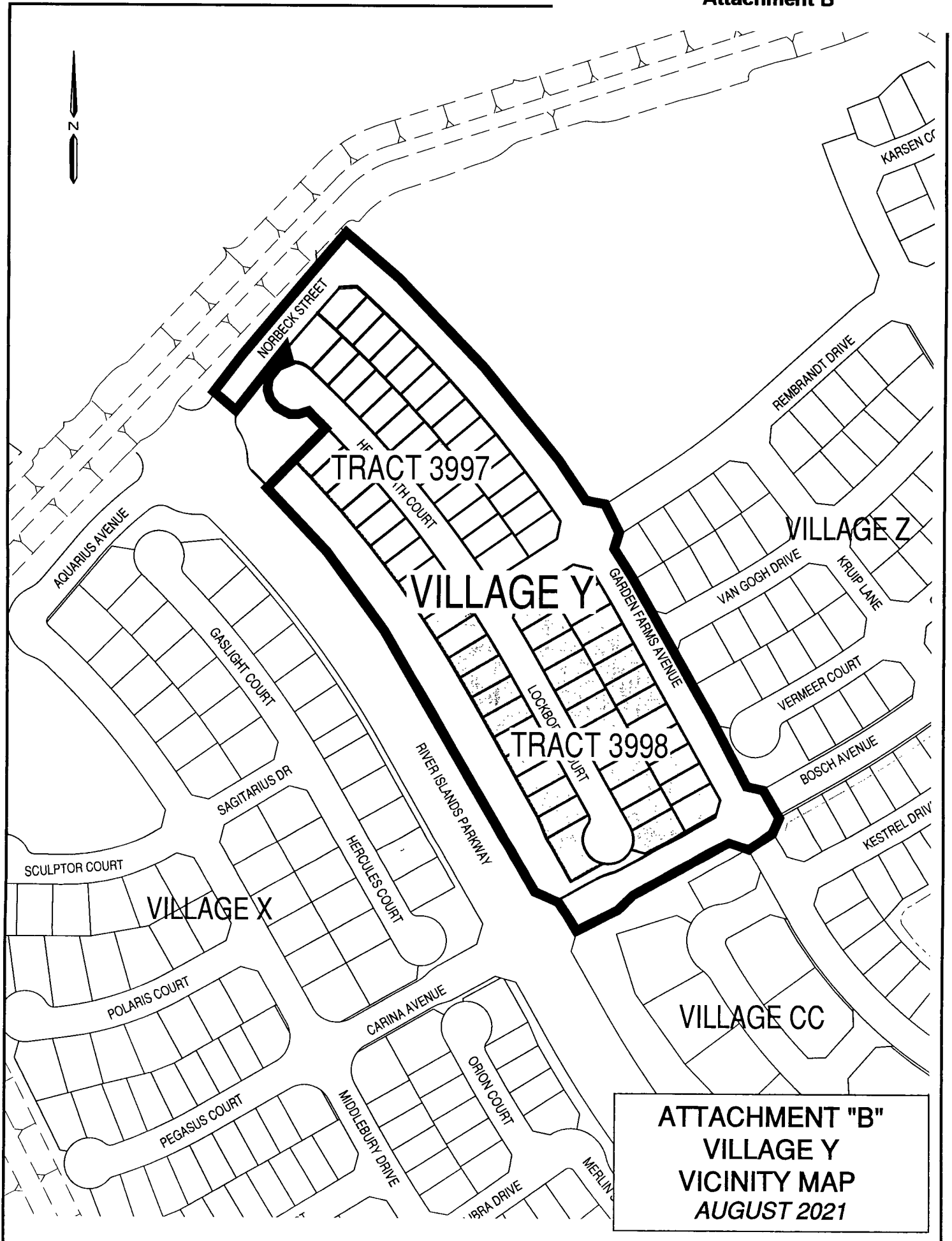
ATTEST:

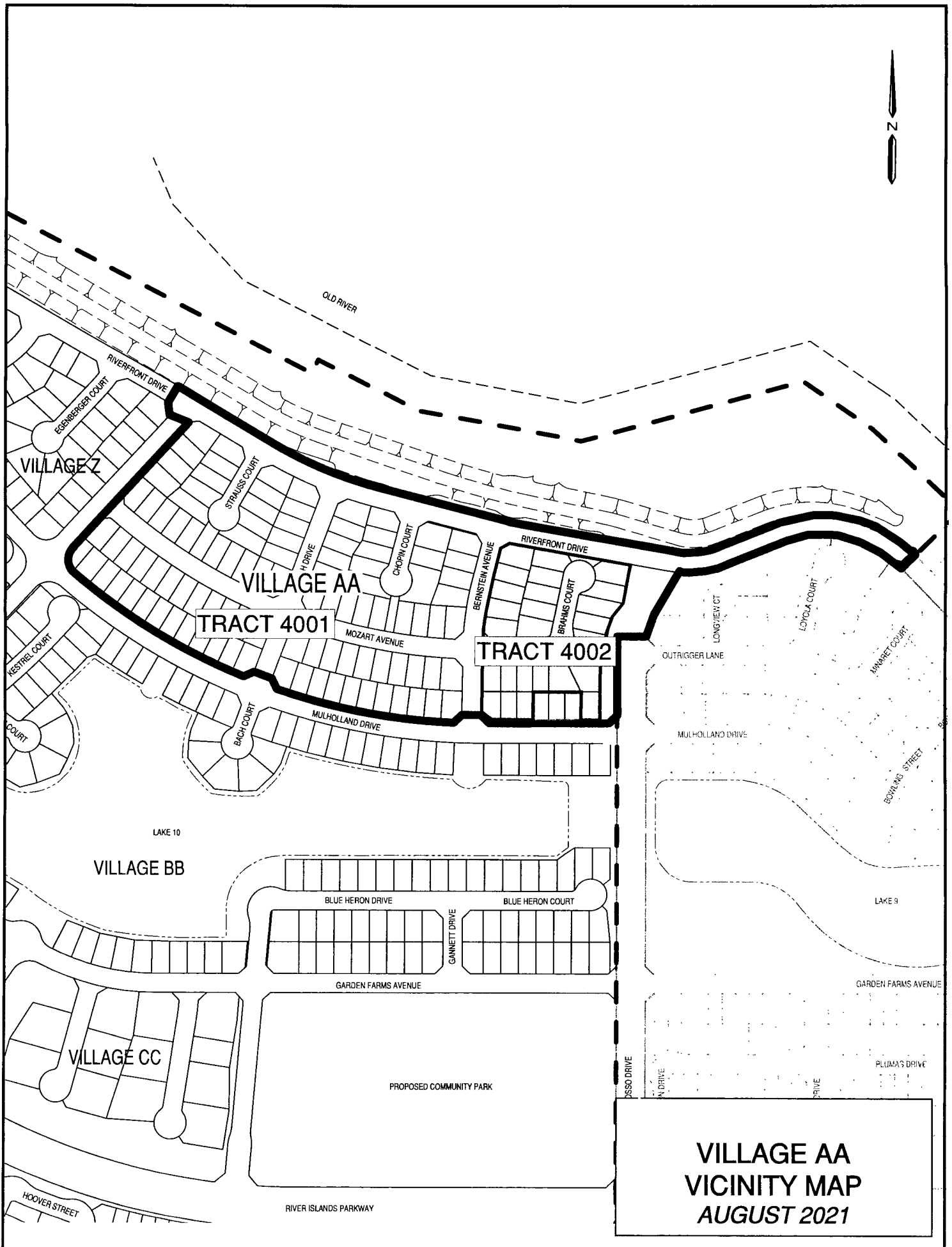
Teresa Vargas, City Clerk

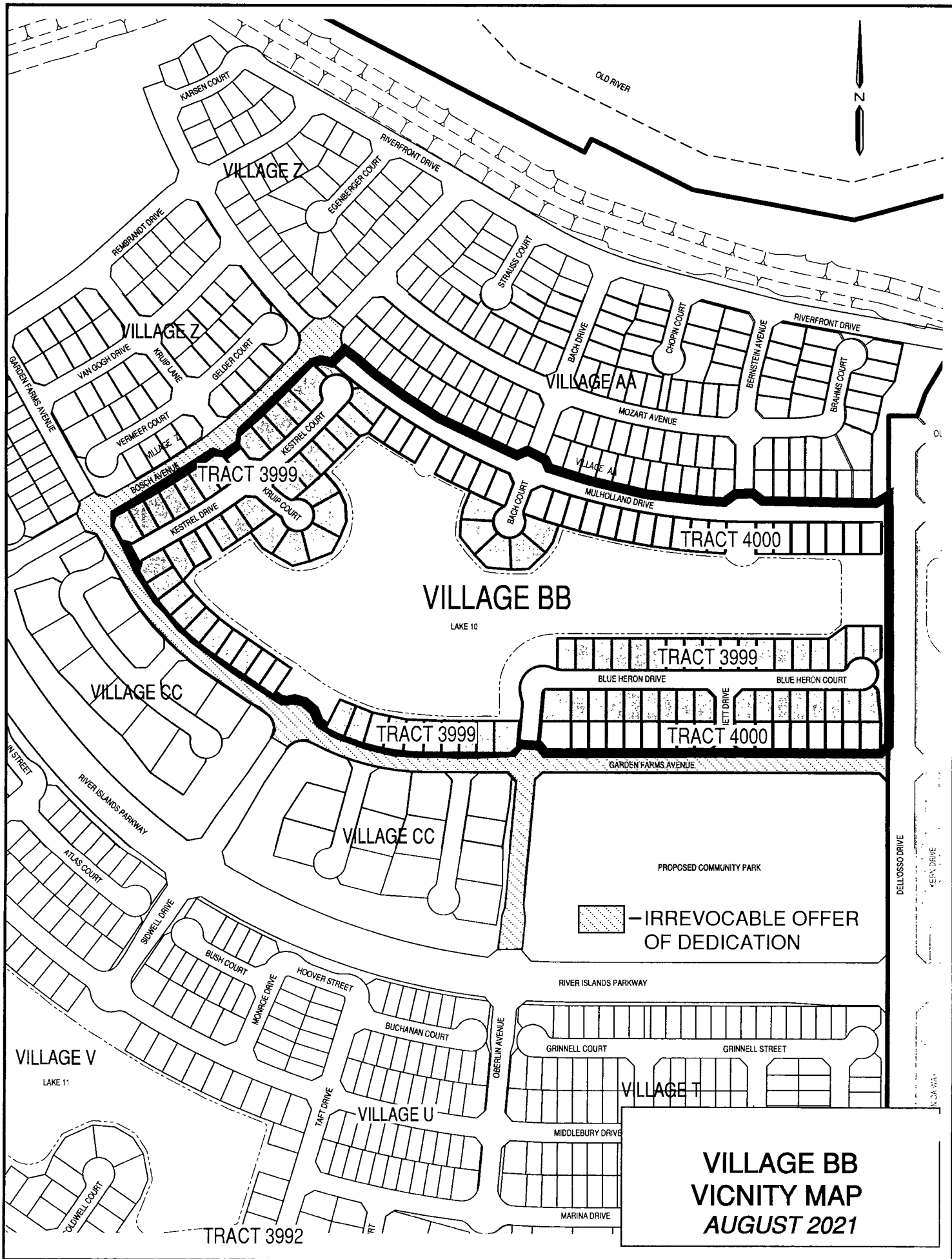
APPROVED AS TO FORM:



Salvador Navarrete, City Attorney







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

Submitted by: _____

Date: 4/23/2019Tract No.: River Islands Village Y - Tract 3997 (36 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	43,900	\$ 1.50	\$ 65,850.00
4.5" AC Paving	SF	51,200	\$ 2.25	\$ 115,200.00
7" Aggregate Base	SF	43,900	\$ 1.05	\$ 46,095.00
8" Aggregate Base	SF	51,200	\$ 1.20	\$ 61,440.00
Vertical Curb and Gutter (with AB cushion)	LF	1,980	\$ 15.00	\$ 29,700.00
Rolled Curb and Gutter (with AB cushion)	LF	3,400	\$ 15.00	\$ 51,000.00
Concrete Sidewalk	SF	29,200	\$ 5.00	\$ 146,000.00
Driveway Approach	EA	37	\$ 600.00	\$ 22,200.00
Handicap Ramps	EA	8	\$ 2,500.00	\$ 20,000.00
Survey Monuments	EA	11	\$ 300.00	\$ 3,300.00
Traffic Striping & Signage	LF	2,760	\$ 5.00	\$ 13,800.00
Catch Basins (type A inlet)	EA	7	\$ 2,400.00	\$ 16,800.00
Catch Basins (type A inlet over type I manhole base)	EA	7	\$ 2,800.00	\$ 19,600.00
Catch Basins (type A inlet over type II manhole base)	EA	8	\$ 5,000.00	\$ 40,000.00
Catch Basins (type C inlet over type I manhole base)	EA	1	\$ 2,800.00	\$ 2,800.00
15" Storm Drain Pipe	LF	1,080	\$ 34.00	\$ 36,720.00
18" Storm Drain Pipe	LF	20	\$ 46.00	\$ 920.00
24" Storm Drain Pipe	LF	695	\$ 65.00	\$ 45,175.00
30" Storm Drain Pipe	LF	390	\$ 80.00	\$ 31,200.00
36" Storm Drain Pipe	LF	485	\$ 95.00	\$ 46,075.00
42" Storm Drain Pipe	LF	95	\$ 120.00	\$ 11,400.00
Manholes (type II)	EA	1	\$ 5,000.00	\$ 5,000.00
8" Sanitary Sewer Pipe	LF	2,660	\$ 28.00	\$ 74,480.00
Manholes (type I)	EA	8	\$ 4,000.00	\$ 32,000.00
Manholes (trunk)	EA	2	\$ 6,000.00	\$ 12,000.00
4" Sewer Service	EA	36	\$ 600.00	\$ 21,600.00
Stub & Plug	EA	1	\$ 1,000.00	\$ 1,000.00
8" Water Line (including all appurtenances)	LF	2,200	\$ 32.00	\$ 70,400.00
10" Water Line (including all appurtenances)	EA	640	\$ 40.00	\$ 25,600.00
1-1/2" Water Service	EA	37	\$ 2,000.00	\$ 74,000.00
3" Water Service	EA	1	\$ 2,000.00	\$ 2,000.00
Fire Hydrants	EA	7	\$ 4,000.00	\$ 28,000.00
Blow Off Valve	EA	5	\$ 4,000.00	\$ 20,000.00
Resilient Valve	EA	15	\$ 1,550.00	\$ 23,250.00
Water Plug & Stub	EA	1	\$ 1,000.00	\$ 1,000.00
8" Non-Potable Water Line (including all appurtenances)	LF	750	\$ 35.00	\$ 26,250.00
3" Non-Potable Water Service	EA	1	\$ 2,000.00	\$ 2,000.00
Blow Off Valve	EA	2	\$ 4,000.00	\$ 8,000.00
Air Release Valve	EA	3	\$ 2,500.00	\$ 7,500.00
Resilient Valve	EA	2	\$ 1,550.00	\$ 3,100.00
Total				\$ 1,262,000.00

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

Submitted by: _____

Date: 4/23/2019

Tract No.: River Islands Village Y - Tract 3998 (36 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
Driveway Approach	EA	36	\$ 600.00	\$ 21,600.00
4" Sewer Service	EA	36	\$ 600.00	\$ 21,600.00
1-1/2" Water Service	EA	36	\$ 2,000.00	\$ 72,000.00
Total				\$ 115,000.00

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

Submitted by: _____

Date: 7/30/2020

Tract No.: River Islands Village AA - Tract 4001 (103 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	20,700	\$ 1.50	\$ 31,050.00
4.5" AC Paving	SF	90,500	\$ 2.25	\$ 203,625.00
6" Aggregate Base	SF	20,700	\$ 0.90	\$ 18,630.00
8" Aggregate Base	SF	90,500	\$ 1.20	\$ 108,600.00
Vertical Curb and Gutter <i>(with AB cushion)</i>	LF	1,970	\$ 15.00	\$ 29,550.00
Rolled Curb and Gutter <i>(with AB cushion)</i>	LF	4,700	\$ 15.00	\$ 70,500.00
Concrete Sidewalk	SF	33,600	\$ 5.00	\$ 168,000.00
Driveway Approach	EA	85	\$ 600.00	\$ 51,000.00
Handicap Ramps	EA	10	\$ 2,500.00	\$ 25,000.00
Survey Monuments	EA	8	\$ 300.00	\$ 2,400.00
Traffic Striping & Signage	LF	3,400	\$ 5.00	\$ 17,000.00
Catch Basins <i>(type A inlet)</i>	EA	12	\$ 2,400.00	\$ 28,800.00
Catch Basins <i>(type A inlet over type I manhole base)</i>	EA	10	\$ 2,800.00	\$ 28,000.00
Catch Basins <i>(type A inlet over type II manhole base)</i>	EA	4	\$ 5,000.00	\$ 20,000.00
15" Storm Drain Pipe	LF	730	\$ 34.00	\$ 24,820.00
18" Storm Drain Pipe	LF	420	\$ 46.00	\$ 19,320.00
24" Storm Drain Pipe	LF	1,030	\$ 65.00	\$ 66,950.00
30" Storm Drain Pipe	LF	670	\$ 80.00	\$ 53,600.00
36" Storm Drain Pipe	LF	4	\$ 95.00	\$ 380.00
Manholes <i>(type I)</i>	EA	2	\$ 3,000.00	\$ 6,000.00
Manholes <i>(type II)</i>	EA	1	\$ 5,000.00	\$ 5,000.00
8" Sanitary Sewer Pipe	LF	3,320	\$ 28.00	\$ 92,960.00
Manholes <i>(type I)</i>	EA	10	\$ 4,000.00	\$ 40,000.00
4" Sewer Service	EA	90	\$ 600.00	\$ 54,000.00
Stub & Plug	EA	1	\$ 1,000.00	\$ 1,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	3,500	\$ 32.00	\$ 112,000.00
1" Water Service	EA	2	\$ 2,000.00	\$ 4,000.00
1-1/2" Water Service	EA	91	\$ 2,000.00	\$ 182,000.00
Fire Hydrants	EA	8	\$ 4,000.00	\$ 32,000.00
Blow Off Valve	EA	11	\$ 4,000.00	\$ 44,000.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
Resilient Valve	EA	13	\$ 1,550.00	\$ 20,150.00
8" Non-Potable Water Line <i>(including all appurtenances)</i>	LF	540	\$ 35.00	\$ 18,900.00
Blow Off Valve	EA	3	\$ 4,000.00	\$ 12,000.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
			Total	\$ 1,596,000.00

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

Submitted by: _____

Date: 7/30/2020

Tract No.: River Islands Village AA - Tract 4002 (25 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	12,100	\$ 1.50	\$ 18,150.00
4 5" AC Paving	SF	7,200	\$ 2.25	\$ 16,200.00
6" Aggregate Base	SF	12,100	\$ 0.90	\$ 10,890.00
8" Aggregate Base	SF	7,200	\$ 1.20	\$ 8,640.00
Vertical Curb and Gutter (<i>with AB cushion</i>)	LF	240	\$ 15.00	\$ 3,600.00
Rolled Curb and Gutter (<i>with AB cushion</i>)	LF	810	\$ 15.00	\$ 12,150.00
Concrete Sidewalk	SF	5,200	\$ 5.00	\$ 26,000.00
Driveway Approach	EA	21	\$ 600.00	\$ 12,600.00
Survey Monuments	EA	3	\$ 300.00	\$ 900.00
Traffic Striping & Signage	LF	460	\$ 5.00	\$ 2,300.00
Catch Basins (<i>type A inlet over type I manhole base</i>)	EA	2	\$ 2,800.00	\$ 5,600.00
15" Storm Drain Pipe	LF	230	\$ 34.00	\$ 7,820.00
8" Sanitary Sewer Pipe	LF	470	\$ 28.00	\$ 13,160.00
Manholes (<i>type I</i>)	EA	2	\$ 4,000.00	\$ 8,000.00
4" Sewer Service	EA	16	\$ 600.00	\$ 9,600.00
8" Water Line (<i>including all appurtenances</i>)	LF	460	\$ 32.00	\$ 14,720.00
1-1/2" Water Service	EA	15	\$ 2,000.00	\$ 30,000.00
Fire Hydrants	EA	1	\$ 4,000.00	\$ 4,000.00
Blow Off Valve	EA	1	\$ 4,000.00	\$ 4,000.00
Air Release Valve	EA	1	\$ 2,500.00	\$ 2,500.00
Resilient Valve	EA	1	\$ 1,550.00	\$ 1,550.00
			Total	\$ 212,000.00

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

Submitted by: _____

Date: 6/25/2021

Tract No.: River Islands Village BB - Tract 3999 (89 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
3" AC Paving	SF	35,800	\$ 1.50	\$ 53,700.00
4" AC Paving	SF	14,700	\$ 2.00	\$ 29,400.00
4.5" AC Paving	SF	193,000	\$ 2.25	\$ 434,250.00
6" Aggregate Base	SF	34,300	\$ 0.90	\$ 30,870.00
7" Aggregate Base	SF	16,200	\$ 1.05	\$ 17,010.00
8" Aggregate Base	SF	193,000	\$ 1.20	\$ 231,600.00
Vertical Curb and Gutter (with AB cushion)	LF	5,460	\$ 15.00	\$ 81,900.00
Rolled Curb and Gutter (with AB cushion)	LF	9,230	\$ 15.00	\$ 138,450.00
Concrete Sidewalk	SF	77,200	\$ 5.00	\$ 386,000.00
Driveway Approach	EA	119	\$ 600.00	\$ 71,400.00
Handicap Ramps	EA	23	\$ 2,500.00	\$ 57,500.00
Survey Monuments	EA	18	\$ 300.00	\$ 5,400.00
Traffic Striping & Signage	LF	7,600	\$ 5.00	\$ 38,000.00
Catch Basins (type A inlet)	EA	22	\$ 2,400.00	\$ 52,800.00
Catch Basins (type A inlet over type I manhole base)	EA	18	\$ 2,800.00	\$ 50,400.00
Catch Basins (type A inlet over type II manhole base)	EA	5	\$ 5,000.00	\$ 25,000.00
Catch Basins (type A inlet over type III manhole base)	EA	5	\$ 8,000.00	\$ 40,000.00
Field Inlet (type C inlet over type I manhole base)	EA	4	\$ 2,800.00	\$ 11,200.00
15" Storm Drain Pipe	LF	1,820	\$ 34.00	\$ 61,880.00
18" Storm Drain Pipe	LF	510	\$ 46.00	\$ 23,460.00
24" Storm Drain Pipe	LF	2,220	\$ 65.00	\$ 144,300.00
36" Storm Drain Pipe	LF	410	\$ 95.00	\$ 38,950.00
42" Storm Drain Pipe	LF	520	\$ 120.00	\$ 62,400.00
48" Storm Drain Pipe	LF	660	\$ 125.00	\$ 82,500.00
54" Storm Drain Pipe	LF	122	\$ 130.00	\$ 15,860.00
Manholes (type I)	EA	2	\$ 3,000.00	\$ 6,000.00
Manholes (type II)	EA	1	\$ 5,000.00	\$ 5,000.00
Stub & Plug	EA	4	\$ 1,000.00	\$ 4,000.00
8" Sanitary Sewer Pipe	LF	6,970	\$ 28.00	\$ 195,160.00
Manholes (type I)	EA	28	\$ 4,000.00	\$ 112,000.00
4" Sewer Service	EA	120	\$ 600.00	\$ 72,000.00
Stub & Plug	EA	4	\$ 1,000.00	\$ 4,000.00
8" Water Line (including all appurtenances)	LF	5,910	\$ 32.00	\$ 189,120.00
10" Water Line (including all appurtenances)	LF	1,780	\$ 40.00	\$ 71,200.00
1" Water Service	EA	3	\$ 2,000.00	\$ 6,000.00
1-1/2" Water Service	EA	120	\$ 2,000.00	\$ 240,000.00
2" Water Service	EA	2	\$ 2,000.00	\$ 4,000.00
4" Water Service	EA	2	\$ 3,000.00	\$ 6,000.00
6" Water Service	EA	1	\$ 4,000.00	\$ 4,000.00
Water Sampling Station	EA	1	\$ 3,000.00	\$ 3,000.00
Fire Hydrants	EA	17	\$ 4,000.00	\$ 68,000.00
Blow Off Valve	EA	6	\$ 4,000.00	\$ 24,000.00
Air Release Valve	EA	4	\$ 2,500.00	\$ 10,000.00
Resilient Valve	EA	43	\$ 1,550.00	\$ 66,650.00
Stub & Plug	EA	4	\$ 1,000.00	\$ 4,000.00
10" Non-Potable Water Line (including all appurtenances)	LF	2,630	\$ 40.00	\$ 105,200.00
4" Non-Potable Water Service	EA	2	\$ 3,000.00	\$ 6,000.00
6" Non-Potable Water Service	EA	1	\$ 4,000.00	\$ 4,000.00

Blow Off Valve	EA	<u>1</u>	<u>\$ 4,000.00</u>	<u>\$ 4,000.00</u>
Air Release Valve	EA	<u>3</u>	<u>\$ 2,500.00</u>	<u>\$ 7,500.00</u>
Resilent Valve	EA	<u>8</u>	<u>\$ 2,500.00</u>	<u>\$ 20,000.00</u>
			Total	\$ 3,425,000.00

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

Submitted by: _____

Date: 6/25/2021

Tract No.: River Islands Village BB - Tract 4000 (42 Lots)

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
Driveway Approach	EA	<u>42</u>	<u>\$ 600.00</u>	<u>\$ 25,200.00</u>
4" Sewer Service	EA	<u>42</u>	<u>\$ 600.00</u>	<u>\$ 25,200.00</u>
1-1/2" Water Service	EA	<u>42</u>	<u>\$ 2,000.00</u>	<u>\$ 84,000.00</u>
			Total	\$ 134,000.00

RIVER
ISLANDS

July 20, 2021

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

Re: Release of Liability – Mechanic's Liens Pursuant to California Civil Code
(Acceptance of Public Improvements – Villages Y, Z, AA & BB)

Dear Glenn:

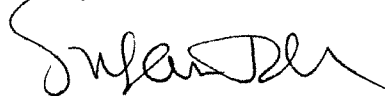
As part of the acceptance process for certain public improvements scheduled for City Council action at its August 9, 2021 regular meeting, the City has requested that we provide a waiver and release of all liability to the City of Lathrop for any mechanic's liens that may exist within River Islands Villages Y, Z, AA & BB.

This letter constitutes River Islands Construction, LLC's ("RIC") acceptance of any and all liability regarding any mechanic's liens that may have been recorded with regards to the aforementioned projects pursuant to Cal. Civil Code §3262. River Islands Construction, LLC shall retain liability for any such liens, including any claims for payment for labor and service provided and equipment and material delivered. Note that RIC has been assigned the original construction contract from River Islands Development, LLC.

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

Should you have any questions or concerns regarding this letter, please contact me at (209) 879-7900.

Sincerely,



Susan Dell'Osso, President

cc: Salvador Navarrete, City Attorney, City of Lathrop
Cari James, Director of Finance, City of Lathrop
Ken Reed, Senior Construction Manager, City of Lathrop
Brad Taylor, Associate Engineer
Michael Krill, Controller
Debbie Belmar, Legal Department Manager

73 West Stewart Road

Lathrop, California 95330

209. 879.7900

RiverIslands.com

ITEM 4.14

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

**ITEM: CONDITIONAL ACCEPTANCE OF PUBLIC
IMPROVEMENTS AND ACCEPTANCE OF A GRANT
DEED FOR THE LATHROP POLICE STATION, CIP GG
19-08 AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION: Adopt Resolution Conditionally Accepting Public Improvements and Accepting a Grant Deed for the Lathrop Police Station, CIP GG 19-08 and Associated Budget Amendment

SUMMARY:

In late 2017 and early 2018 City Council provided direction to staff and approved various agreements to fund and build Lathrop's new Police Station. The Police Station is funded by Capital Facilities Fees (CFFs) collected from development. Staff worked diligently with River Islands Development, LLC (RID) to complete the building and supporting public improvements during a time when the City is experiencing significant growth and navigating the impacts of a global pandemic.

The original agreement to fund the new Police Station contemplated purchasing the building over an eight (8) year period while the City collected CFFs from development. The amount of recent development has exceeded expectations and allowed the City to collect enough fees to complete the purchase of the building immediately and realize over \$5 million dollars in interest savings. The total cost for the land and building construction is \$11,871,204. Staff is requesting Council approve a budget amendment in the amount of \$795,000 to recognize recently collected development fees in order to complete the purchase of the building in accordance with the previously approved agreements.

Construction of the new Lathrop Police Station is substantially complete and the public improvements have been inspected by City staff to ensure conformance with the approved plans. Staff is requesting a conditional acceptance of the public improvements while the contactor finalizes the gas line connection, provides a warranty bond and completes the commissioning report. Conditional acceptance of the facility will allow City staff to start building maintenance and continue the Police Department Transition.

Staff recommends City Council conditionally accept the public improvements and accept a grant deed for the new Lathrop Police Station, CIP GG 19-08 and associated budget amendment.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND ACCEPTANCE OF A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND ASSOCIATED BUDGET AMENDMENT****BACKGROUND:**

In late 2017, City Council held three public meetings to discuss police facility options (8/28/17, 9/25/17 & 12/11/17). At its December 11, 2017, City Council Special Meeting, Council directed staff to work with RID to negotiate a contract to design and build a new Lathrop Police Station. On June 25, 2018, City Council approved the construction agreement, the agreement for purchase and sale of real property and joint escrow instructions to design, build and fund a new police facility and the associated land. A vicinity map is included as Attachment "B".

Staff worked diligently with River Islands Development, LLC (RID) to complete the building and supporting public improvements during a time when the City is experiencing significant growth and navigating the impacts of a global pandemic. The City has been able to capitalize on the development boom that has taken place since the original purchase agreement was signed. While development stagnated in other areas during the pandemic the City has been able to benefit from developers choosing to make Lathrop the "Smart Choice" for commercial and residential development. With that has come increased investment through the collection of Capital Facility Fee's that can be put towards funding new the Police Station.

Construction of the new Lathrop Police Station is substantially complete and the public improvements have been inspected by City staff to ensure conformance with the approved plans. Staff is requesting a conditional acceptance of the public improvements while the contractor finalizes the gas line connection, provides a warranty bond and completes the commissioning report. Conditional acceptance of the facility will allow City staff to start building maintenance and continue the Police Department Transition.

In accordance with the construction agreement, RID has allocated adequate water and sewer capacity to the new Lathrop Police Station.

Escrow Instructions (Attachment E) are necessary to transfer funds to RID and record the grant deed (Attachment D). The current address of the Police Station is 940 River Islands Parkway (APN: 213-310-40). A new APN for the Police Station site will be issued by the San Joaquin County Surveyor after the grant deed has been recorded.

REASON FOR RECOMMENDATION:

Construction of the new Lathrop Police Station is substantially complete and the public improvements listed in the GASB 34 (Attachment C) have been inspected by City staff to ensure conformance with the approved plans. Conditional acceptance of the facility will allow City staff to start building maintenance and continue the Police Department Transition.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND ACCEPTANCE OF A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND ASSOCIATED BUDGET AMENDMENT****FISCAL IMPACT:**

The Police Station is funded by Capital Facilities Fees (CFFs) collected from development. The original agreement to fund the new Police Station contemplated purchasing the building over an eight (8) year period while the City collected CFFs from development. The amount of recent development has exceeded expectations and allowed the City to collect enough fees to complete the purchase of the building immediately and realize over \$5 million dollars in interest savings.

City Council approved a budget of \$12,942,421 for Capital Improvement Project (CIP) GG 19-08 in the adopted Fiscal Year 2021/22 Budget. The CIP will fund the purchase of the land, building construction and supporting items needed to make the new Police Station operational. The cost to purchase the land and construct the building is \$11,871,204. Staff has received a master lien release from RID and included as Attachment F. A budget amendment is needed to fund the interest payoff of \$795,000 as identified in the original purchase and sale agreement section 1.2.2.

City staff will pay RID an amount not to exceed \$12,666,204 (\$11,871,204 plus \$795,000) which will consist of \$5,290,955 in River Islands Development CFFs plus \$7,375,249 in non-River Islands Development CFFs. The final payment to RID will be made once the remaining items are completed by the contractor and recordation of the grant deed.

ATTACHMENTS:

- A. Resolution Conditionally Accepting Public Improvements and Accepting a Grant Deed for the Lathrop Police Station, CIP GG 19-08 and Associated Budget Amendment
- B. Vicinity Map
- C. GASB 34 Report
- D. Grant Deed
- E. Escrow Instructions, including the following associated documents;
 - o Grant Deed from CALIFIA, LLC for the Police Station site (B1)
 - o Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions by and between River Islands Development, LLC and the City of Lathrop (B2)
 - o Bill of Sale and Assignment Agreement (B3)
 - o Certificate of Non-Foreign Status (B4)
 - o Assignment and Assumption of Police Station PSA from River Islands Development, LLC to CALIFIA, LLC (B5)
- F. Master Lien Release from River Islands Development, LLC

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
CONDITIONAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND ACCEPTANCE
OF A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND
ASSOCIATED BUDGET AMENDMENT

PAGE 4

APPROVALS:



Michael King
Director of Public Works

8.5.2021

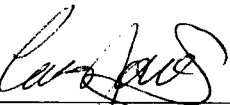
Date



Glenn Gebhardt
City Engineer

8/5/21

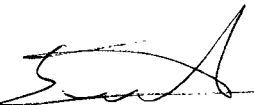
Date



Cari James
Finance & Administrative
Services Director

8-5-2021


Date



Salvador Navarrete
City Attorney

8-5-2021

Date



Stephen J. Salvatore
City Manager

8.5.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CONDITIONALLY ACCEPTING PUBLIC IMPROVEMENTS AND ACCEPTING A GRANT DEED FOR THE LATHROP POLICE STATION, CIP GG 19-08 AND ASSOCIATED BUDGET AMENDMENT

WHEREAS, City Council authorized the creation of Capital Improvement Project (CIP) GG 19-08 to fund a new Lathrop Police Station. In December 2017, City Council directed staff to work with River Islands Development, LLC (RID) to negotiate an agreement to fund and construct the new facility; and

WHEREAS, at the December 11, 2017 City Council Special Meeting, Council directed staff to work with River Islands Development, LLC (RID) to negotiate an agreement to fund and construct a new police facility; and

WHEREAS, on June 25, 2018, City Council approved the Police Station Construction Agreement for the Police Station and the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions to design, build and fund a new police facility and the associated land. The terms of the contract with River Islands Development, LLC were as follows:

- Land price was appraised at \$436,842 per acre.
- RID will fund the project plus any project change order(s). At acceptance, the City will contribute \$1.8 million to RID for the project from the Municipal Services Capital Facilities Fees (CFFs) fund.
- RID will be reimbursed for 100% of the Municipal Services CFF collected in the RID area and 50% of the Municipal Services CFF for non-RID areas collected after the City accepts the completed facility. The City's Administrative Fee for processing developer fee reimbursements will be waived.
- Interest rate will be prime plus 3% (currently prime is 5.0%).
- Interest will stop accruing at eight (8) years after project acceptance; and

WHEREAS, the current address of the Police Station is 940 River Islands Parkway (APN: 213-310-40) and that address will remain, but a new APN will be issued by the San Joaquin County Surveyor upon recordation of the grant deed; and

WHEREAS, staff worked with RID and their architect, LDA Partners Designers & Architects (LDA), to design the new Police Station and identify facility needs, with the preliminary plan proposing a 13,000 square foot facility, and

WHEREAS, over the last year, staff has worked with RID, LDA, and the Hale Construction team to construct the Police Station according to the original plans while also making any necessary field changes; and

WHEREAS, Council approved a budget of \$12,942,421 including land cost, design, fees, building, and contingency costs; and

WHEREAS, the final cost of the Police Station Building, grounds and land has been determined to be \$11,871,204; and

WHEREAS, a budget adjustment is needed to fund the interest payoff of \$795,000 as identified in the original purchase agreement Section 1.2.2. The City has been able to capitalize on the development boom that has taken place since the original purchase agreement was signed. While development stagnated in other areas during the pandemic the City has been able to benefit from developers choosing to make Lathrop the "Smart Choice" for commercial and residential development. With that has come increased investment through the collection of Capital Facility Fee's that can be put towards the Police Station. The purchase agreement calls for the City to pay the prime plus three percent interest accrual on all amounts, interest shall cease on the earlier of when the purchase price has been paid in full or eight years after the Closing Date. By paying off the building the City will be able to realize over \$5 million dollars in interest savings at current prime plus three percent rates as the purchase contract identifies as being due on any balance outstanding; and

WHEREAS, some minor improvements remain incomplete at this time so staff recommends City Council accept the public improvements in accordance with City specifications contingent on the satisfaction of the conditions listed below:

1. Provide a one-year warranty bond based on 10% of the completed improvement construction cost
2. Complete gas connection to the building
3. Complete commissioning reporting

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the grant deed and public improvements in accordance with City specifications contingent on the satisfaction of the conditions listed below, with authority given to the City Manager to confirm when these conditions have been met:

1. Provide a one-year warranty bond based on 10% of the completed improvement construction cost
2. Complete gas connection to the building
3. Complete commissioning reporting

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the payoff of the developer in the amount not to exceed \$12,666,204, constituting \$5,290,955 in Project CFF Fees which includes the initial agreed upon payment in the amount of \$1,800,000 plus \$7,375,249 in Non-Project CFF Fees, and authorize the following budget amendment of \$795,000:

Increase Transfer Out

2270-9900-990-9010		\$795,000
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Increase Transfer In

3010-9900-393-0000	GG 19-08	\$795,000
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Increase Expenditures

3010-8000-420-12-00	GG 19-08	\$795,000
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The foregoing resolution was passed and adopted this 9th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

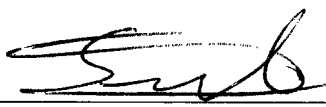
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

ATTACHMENT B
LATHROP POLICE STATION , CIP GG 19-08
VICINITY MAP



Attachment B

Police Station Cost and Interest Summary**Land**

Appraisal Date	4/11/2019
Area	2.221 acres
Appraised Value	\$ 436,842.00 \$/acre
Price	\$ 970,226.08
Interest ¹	\$ -
Land Total	\$ 970,226.08

Grading

Total Actual Costs	\$ 209,439.14
Interest ^{2,3}	\$ 25,477.72
Grading Total	\$ 234,916.86

Construction

Total Actual Costs	\$ 10,338,561.38
Interest ^{2,3}	\$ 769,319.49
Construction Total	\$ 11,107,880.87

Estimated Remaining Costs⁵

Total Actual Costs	\$ 353,180.00
Interest ^{3,4}	\$ -
Construction Total	\$ 353,180.00

Total	<u>\$ 12,666,203.81</u>
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¹ Interest on land purchase price does not accrue per the terms of the agreement.

² Interest shown is accrued through August 9, 2021 on actual costs to-date through July 31, 2021.

³ Interest costs will continue to accrue through actual acceptance date (COE).

⁴ Interest costs will accrue on additional costs when they are incurred.

⁵ Remaining costs are an estimate and include contingency that will be reduced to actual costs incurred.

Note: Estimated per diem interest after August 9, 2021 is \$2,000.

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CALIFIA, LLC**, a California limited liability company ("**Grantor**"), hereby grants to the **CITY OF LATHROP** a California municipal corporation ("**Grantee**"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as **EXHIBIT A** ("**Land**") incorporated herein by this reference.

Grantor intends to convey the Land in fee, subject to the limitations noted below.

Grantor intends to convey with the Land any and all riparian rights or other water interests to which the Land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("**Water Rights**").

While Grantor intends to transfer the Water Rights with the Land, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of

the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

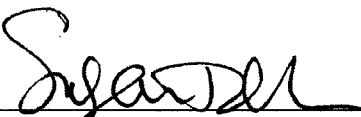
SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of August 2, 2021.

GRANTOR:

CALIFIA, LLC,
a California limited liability company

By: _____
Susan Dell'Osso, President

[ATTACH NOTARY ACKNOWLEDGMENT]

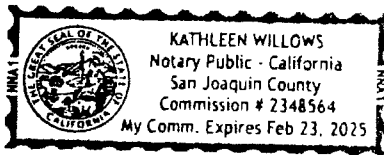
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)

On August 2, 2021, before me, Kathleen Willows, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Kathleen Willows
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- ☐ Signer's Name: _____
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney in Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

- ☐ Signer's Name: _____
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney in Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

EXHIBIT A
Legal Description of Land
(Attached)

**EXHIBIT A
LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER
LATHROP, CALIFORNIA**

REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (POLICE STATION):

BEING A PORTION OF LOT 3, AS SAID LOT IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-046191, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING ON THE NORTHERN LINE OF THE LAND CONVEYED TO RIVER ISLANDS DEVELOPMENT, LLC, BY GRANT DEED RECORDED AUGUST 30, 2013, AS DOCUMENT NUMBER 2013-111587, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, SAID POINT BEING AT THE NORTHWESTERN CORNER OF SOMERSTON PARKWAY AND MARINA DRIVE AT THE WESTERLY TERMINUS OF THE COURSE DESCRIBED AS "EAST 126.00 FEET" IN SAID GRANT DEED;

THENCE, ALONG THE NORTHERN LINE OF SAID LAND CONVEYED TO RIVER ISLANDS DEVELOPMENT, LLC, (DOCUMENT NUMBER 2013-111587), EAST 126.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 (DOCUMENT NUMBER 2015-046191);

THENCE, LEAVING SAID NORTHERN LINE, ALONG THE WEST LINE OF SAID LOT 3, NORTH 559.00 FEET TO THE SOUTHERN LINE OF RIVER ISLANDS PARKWAY, AS SAID ROADWAY WAS DEDICATED TO THE CITY OF LATHROP PER THE IRREVOCABLE OFFER OF DEDICATION RECORDED ON JULY 5, 2019, AS DOCUMENT NUMBER 2019-070950, SAN JOAQUIN COUNTY RECORDS;

THENCE LEAVING SAID WEST LINE, ALONG THE SOUTHERN AND SOUTHEASTERN LINE OF SAID RIVER ISLANDS PARKWAY (D.N. 2019-070950), RESPECTIVELY, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) NORTH 45°00'00" EAST 42.43 FEET,
- 2) EAST 362.86 FEET,
- 3) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,180.00 FEET, THROUGH A CENTRAL ANGLE OF 05°19'32", AN ARC DISTANCE OF 202.63 FEET,
- 4) NORTH 88°44'45" EAST 121.67 FEET,
- 5) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,192.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 08°29'57" WEST, THROUGH A CENTRAL ANGLE OF 04°57'09", AN ARC DISTANCE OF 189.47 FEET,
- 6) SOUTH 59°22'02" EAST 41.74 FEET,
- 7) NORTH 66°23'04" EAST 82.87 FEET,
- 8) NORTH 28°47'52" EAST 41.73 FEET,
- 9) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,180.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 17°07'26" WEST, THROUGH A CENTRAL ANGLE OF 11°02'34", AN ARC DISTANCE OF 420.16 FEET,
- 10) NORTH 65°54'21" EAST 121.64 FEET,

July 22, 2021

EXHIBIT A
LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER

- 11) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,192.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $31^{\circ}20'23''$ WEST, THROUGH A CENTRAL ANGLE OF $02^{\circ}05'15''$, AN ARC DISTANCE OF 79.86 FEET,
- 12) SOUTH $79^{\circ}26'08''$ EAST 41.71 FEET,
- 13) NORTH $47^{\circ}10'33''$ EAST 92.78 FEET,
- 14) NORTH $08^{\circ}39'41''$ EAST 41.71 FEET,
- 15) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,180.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $37^{\circ}21'34''$ WEST, THROUGH A CENTRAL ANGLE OF $02^{\circ}30'54''$, AN ARC DISTANCE OF 95.69 FEET,
- 16) ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1,555.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $39^{\circ}52'28''$ WEST, THROUGH A CENTRAL ANGLE OF $12^{\circ}50'45''$, AN ARC DISTANCE OF 348.63 FEET,
- 17) NORTH $36^{\circ}45'26''$ EAST 158.69 FEET, AND
- 18) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,163.00 FEET, THROUGH A CENTRAL ANGLE OF $02^{\circ}44'06''$, AN ARC DISTANCE OF 103.25 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE, LEAVING SAID SOUTHEASTERN LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $46^{\circ}02'02''$ EAST, THROUGH A CENTRAL ANGLE OF $27^{\circ}18'48''$, AN ARC DISTANCE OF 13.35 FEET;

THENCE, SOUTH $71^{\circ}16'46''$ EAST 78.09 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 314.00 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}20'28''$, AN ARC DISTANCE OF 84.07 FEET TO THE **POINT OF BEGINNING**;

THENCE, FROM **SAID POINT OF BEGINNING**, CONTINUING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 314.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $34^{\circ}03'42''$ WEST, THROUGH A CENTRAL ANGLE OF $35^{\circ}05'16''$, AN ARC DISTANCE OF 192.29 FEET;

THENCE, SOUTH $01^{\circ}25'58''$ WEST 259.57 FEET;

THENCE, SOUTH $04^{\circ}47'23''$ WEST 264.24 FEET;

THENCE, SOUTH $00^{\circ}22'42''$ EAST 27.14 FEET;

THENCE, SOUTH $89^{\circ}59'56''$ WEST 116.42 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF $49^{\circ}58'30''$, AN ARC DISTANCE OF 17.44 FEET;

THENCE, NORTH $40^{\circ}01'34''$ WEST 40.87 FEET;

July 22, 2021

EXHIBIT A
LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET,
THROUGH A CENTRAL ANGLE OF 44°48'57", AN ARC DISTANCE OF 15.64 FEET;

THENCE, NORTH 04°47'23" EAST 163.60 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET,
THROUGH A CENTRAL ANGLE OF 10°24'35", AN ARC DISTANCE OF 18.17 FEET;

THENCE, NORTH 15°11'58" EAST 123.03 FEET;

THENCE, NORTH 309.68 FEET TO A POINT THAT BEARS SOUTH 34°03'42" WEST FROM SAID
POINT OF BEGINNING;

THENCE, NORTH 34°03'42" EAST 43.51 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2.221 ACRES, MORE OR LESS.

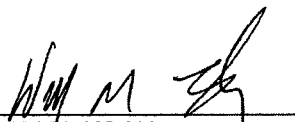
THE ABOVE DESCRIBED PARCEL IS SUBJECT TO ALL EXISTING RESTRICTIONS,
RESERVATIONS AND EASEMENTS OF RECORD.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3, CCS83, PER THE
RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, SAN
JOAQUIN COUNTY RECORDS. DISTANCES SHOWN ARE GROUND DISTANCES.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S
ACT.


WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



7/29/2021
DATE

PAGE 3 OF 6

25500-LEG-POLICE STATION

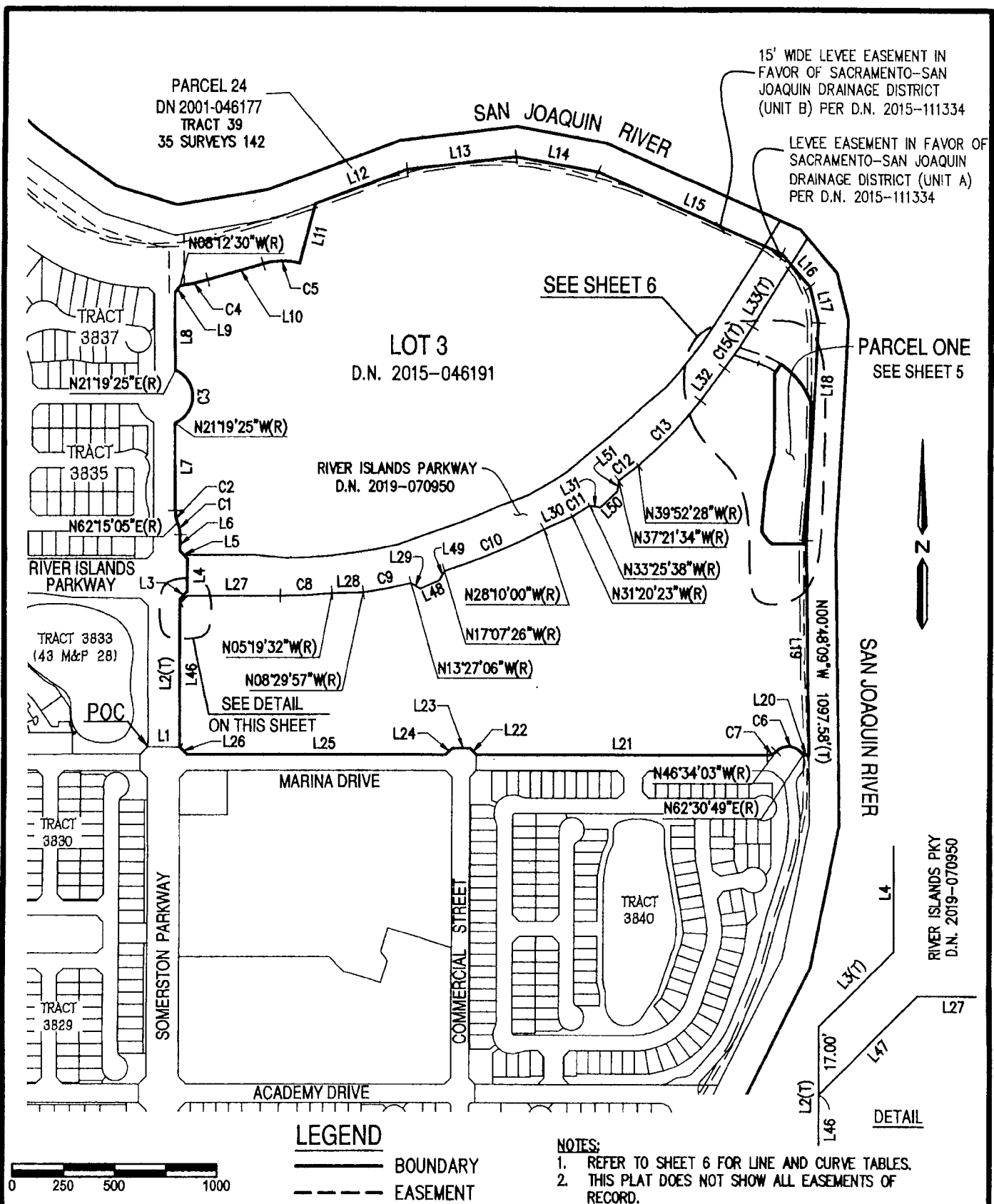


EXHIBIT A PLAT
RIVER ISLAND
POLICE STATION- TOWN CENTER
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL
ENGINEERING

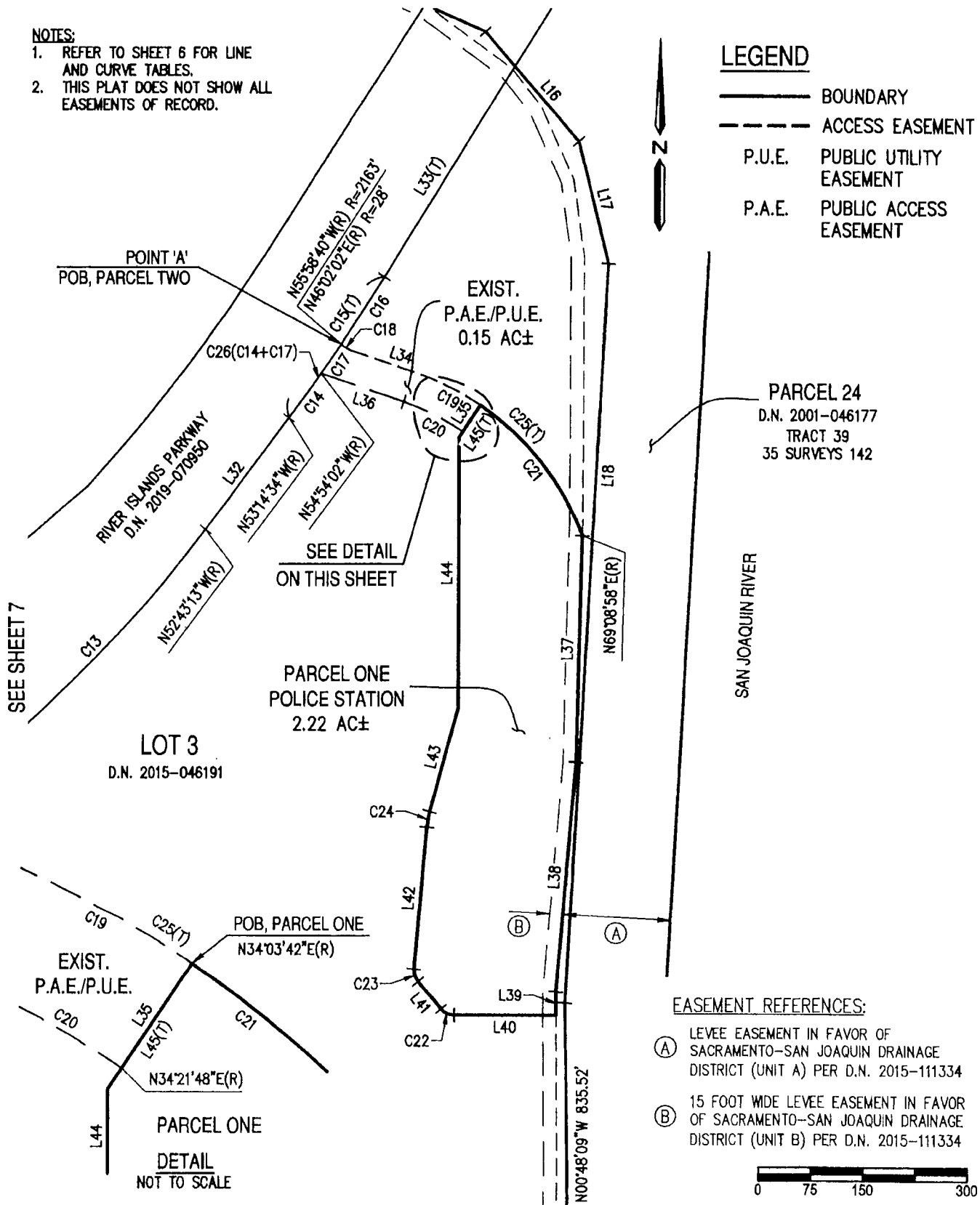
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NOTES:

1. REFER TO SHEET 6 FOR LINE AND CURVE TABLES.
2. THIS PLAT DOES NOT SHOW ALL EASEMENTS OF RECORD.

LEGEND

- BOUNDARY
- - - ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT



SCALE: 1" = 150'

DRAWN BY: PK

FILE: 25500 PLAT_POLICE STATION.DWG

DATE: 7/22/2021 SHEET: 5 OF 6

EXHIBIT A PLAT

RIVER ISLANDS
POLICE STATION- TOWN CENTER
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL
ENGINEERING

T:\25500-RIVER ISLANDS PHASE 1A\DWG\PLATS\POLICE STATION\25500 PLAT_POLICE STATION.DWG

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	EAST	126.00'
L2	NORTH	576.00'
L3	N45°00'00"E	42.43'
L4	NORTH	126.00'
L5	N45°00'00"W	42.43'
L6	NORTH	63.72'
L7	NORTH	340.70'
L8	NORTH	302.11'
L9	N40°53'45"E	32.73'
L10	N74°01'50"E	225.49'
L11	N14°39'55"E	239.53'
L12	N69°38'51"E	380.29'
L13	N83°18'51"E	429.45'
L14	N79°51'09"W	326.41'
L15	N66°11'09"W	786.37'
L16	N40°31'09"W	166.56'
L17	N14°01'09"W	143.55'
L18	N3°11'51"E	846.90'
L19	N0°48'09"W	835.52'
L20	EAST	22.83'
L21	EAST	1133.15'
L22	N45°00'00"W	35.36'
L23	EAST	70.00'
L24	N45°00'00"E	35.36'
L25	EAST	1012.00'
L26	N45°00'00"W	42.43'
L27	EAST	362.86'
L28	N88°44'45"E	121.67'
L29	N59°22'02"W	41.74'
L30	N65°54'21"E	121.64'

LINE TABLE		
LINE	DIRECTION	LENGTH
L31	N79°26'08"W	41.71'
L32	N36°45'26"E	158.69'
L33	N31°37'00"E	404.82'
L34	N71°16'46"W	78.09'
L35	N34°03'42"E	36.41'
L36	N71°16'46"W	100.52'
L37	N1°25'58"E	259.57'
L38	N4°47'23"E	264.24'
L39	N0°22'42"W	27.14'
L40	N89°59'56"E	116.42'
L41	N40°01'34"W	40.87'
L42	N4°47'23"E	163.60'
L43	N15°11'58"E	123.03'
L44	NORTH	309.68'
L45	N34°03'42"E	43.51'
L46	NORTH	559.00'
L47	N45°00'00"E	42.43'
L48	N66°23'04"E	82.87'
L49	N28°47'52"E	41.73'
L50	N47°10'33"E	92.78'
L51	N8°39'41"E	41.71'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	100.00	27°44'55"	48.43'
C2	100.00	27°44'55"	48.43'
C3	110.00	137°21'09"	263.70'
C4	810.00	7°45'40"	109.72'
C5	270.00	30°38'05"	144.36'
C6	65.00	109°04'52"	123.75'
C7	47.00	46°34'03"	38.20'
C8	2180.00	5°19'32"	202.63'
C9	2192.00	4°57'09"	189.47'
C10	2180.00	11°02'34"	420.16'
C11	2192.00	2°05'15"	79.86'
C12	2180.00	2°30'54"	95.69'
C13	1555.00	12°50'45"	348.63'
C14	2163.00	1°39'28"	62.58'
C15	2163.00	5°08'26"	194.06'
C16	2163.00	2°27'35"	92.86'
C17	2163.00	1°04'38"	40.67'
C18	28.00	27°18'48"	13.35'
C19	314.00	15°20'28"	84.07'
C20	278.00	15°38'34"	75.90'
C21	314.00	35°05'16"	192.29'
C22	20.00	49°58'30"	17.44'
C23	20.00	44°48'57"	15.64'
C24	100.00	10°24'35"	18.17'
C25	314.00	50°25'44"	276.37'
C26	2163.00	2°44'06"	103.25'

SCALE: N/A

DRAWN BY: PK

FILE: 25500 PLAT_POLICE STATION.DWG

DATE: 7/22/2021 SHEET: 6 OF 6

EXHIBIT A PLAT
RIVER ISLANDS
POLICE STATION- TOWN CENTER
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL
ENGINEERING

T:\25500-RIVER ISLANDS PHASE 1A\DWG\PLAT\POLICE STATION\25500 PLAT_POLICE STATION.DWG



August 5, 2021

Mr. Stephen Salvatore, City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Re: Release of Liability – Mechanic's Liens Pursuant to California Civil Code – Lathrop
Police Station

Dear Steve:

As part of the acceptance process for the Lathrop Police Station and associated improvements, scheduled for City Council action at its August 9, 2021 regular meeting, the City has requested that we provide a waiver and release of all liability to the City of Lathrop for any mechanic's liens that may exist for this project.

This letter constitutes River Islands Development, LLC's acceptance of any and all liability regarding any mechanic's liens that may have been recorded with regards to the aforementioned projects pursuant to Cal. Civil Code §3262. River Islands Development, LLC shall retain liability for any such liens, including any claims for payment for labor and service provided and equipment and material delivered.

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

Should you have any questions or concerns regarding this letter, please contact me at (209) 879-7900.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Dell'Osso". The signature is fluid and cursive, with a long horizontal stroke at the end.

Susan Dell'Osso, President

cc: Salvador Navarrete, City Attorney, City of Lathrop
Cari James, Director of Finance, City of Lathrop
Ken Reed, Senior Construction Manager, City of Lathrop
Brad Taylor, Associate Engineer
Michael Krill, Controller
Debbie Belmar, Legal Department Manager

73 West Stewart Road
Lathrop, California 95330

209. 879.7900

RiverIslands.com

**SUPPLEMENTARY JOINT ESCROW INSTRUCTIONS
RECORDATION OF POLICE STATION
(RIVER ISLANDS AT LATHROP)**

August 9, 2021

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Acquisition of Police Station Parcel; Escrow No. 1614020092-LR

Dear Lori:

This letter constitutes the supplementary escrow instructions ("**Escrow Instructions**"), in accordance with and Section 3.3 of the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions ("**Agreement**") between of River Islands Development, LLC, a California limited liability company ("**RID**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Agreement is considered Escrow instructions, so this document is Supplemental Instructions. The Escrow was opened in connection with Issuance of a Grant Deed ("**Grant Deed**") from RID to City for a Police Station site ("**Police Station**"). Close of Escrow is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Escrow will be closed at the time designated by City as set forth below. The Grant Deed can only be recorded after the City has approved the close of Escrow by email. The closing date for the Transaction is intended to occur shortly after August 9, 2021, once the City confirms that all closing requirements have been met, subject to satisfaction of the conditions set forth below (each a "**Closing**").

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from RID for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. A fully executed original Grant Deed from CALIFIA, LLC for the Police Station site (provided to title by City).

B.2. A fully executed and acknowledged Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions by and between River Islands Development, LLC and the City of Lathrop (provided to title by City).

B.3. A fully executed Bill of Sale and Assignment in the form attached to the Agreement as Exhibit "D" (provided to title by RID).

B.4. A fully executed Certificate of Non-Foreign Status in the form attached to the Agreement as Exhibit "E" and a California Franchise Tax board Form 593-C, or equivalent form (provided to title by RID).

B.5. A fully executed Assignment and Assumption of Police Station PSA from River Islands Development, LLC to CALIFIA, LLC as an affiliate

SUPPLEMENTARY JOINT ESCROW INSTRUCTIONS RECORDATION OF POLICE STATION (RIVER ISLANDS AT LATHROP)

The documents listed in Item B.1 above is referred to as the “**Recordation Documents**.” The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from RID and City, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RID and City (“**Settlement Statement**”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are allocated to RID and City as noted in the attached Settlement Statements.

C.1. The final cost of the police station, grounds and land, with interest, is \$12,666,203.81 (which amount shall be adjusted for any final accrued interest and reduced by any unused contingency) as of the close of escrow.

C.2. Funds from City to be wire transferred to CALIFIA, LLC, immediately upon recordation of the Grant Deed, in accordance with the wire transfer instructions for CALIFIA as follows: In accordance with the Agreement, the amount of \$970,226.08 for the land total, constituting 2.21 Acres at \$436,842/acre. CALIFIA’s wire instructions are set forth below.

C.3. Funds from City to be wire transferred to RID, immediately upon recordation of the Grant Deed, in accordance with the wire transfer instructions for RID as follows: In accordance with the Agreement, the amount not to exceed \$11,695,977.9, constituting \$5,290,955 in Project CFF Fees which includes the initial agreed upon payment in the amount of \$1,800,000 plus \$6,405,022.92 in Non-Project CFF Fees, together the Purchase Price CFF Fees, is to be transferred to RID upon recordation of the Grant Deed. The City Manager, or their designee will confirm the final amount to be transferred, and that amount will be confirmed by Susan Dell’Osso prior to recordation. RID’s wire instructions are set forth below.

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

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell’Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Cari James (cjames@ci.lathrop.ca.us); (d) Thomas Hedegard (thedegard@ci.lathrop.ca.us); (e) Brad Taylor (btaylor@ci.lathrop.ca.us); (f) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (g) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us); (h) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell’Osso and Cari James or Thomas Hedegard or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

SUPPLEMENTARY JOINT ESCROW INSTRUCTIONS RECORDATION OF POLICE STATION (RIVER ISLANDS AT LATHROP)

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

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

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Cari James or Thomas Hedegard to record the Recordation Documents and complete the Transaction. Confirmation from City will confirm that all City Council approved conditions on the acceptance of the Police Station have been met, and that the final compensation due is established, not to exceed the amounts in Section C3 above.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Pay the funds to RID noted in Section C above;
- E.5. Pay the funds to CALIFIA noted in Section C above;
- E.6. Refund any funds delivered to you by RID that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.7. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Cari James (cjames@ci.lathrop.ca.us), Thomas Hedegard (thedegard@ci.lathrop.ca.us), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), of the completion of the Transaction;

**SUPPLEMENTARY JOINT ESCROW INSTRUCTIONS
RECORDATION OF POLICE STATION
(RIVER ISLANDS AT LATHROP)**

E.8. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Cari James, Finance & Administrative Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

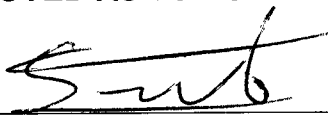
The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Stage 2A, LLC

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:  8-5-2021
Salvador Navarrete Date
City Attorney

**SUPPLEMENTARY JOINT ESCROW INSTRUCTIONS
RECORDATION OF POLICE STATION
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RID and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RID and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

B2

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

by and between

CITY OF LATHROP

and

RIVER ISLANDS DEVELOPMENT, LLC

Doing Business As

RIVER ISLANDS AT LATHROP

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("*Agreement*") is made and entered into as of June 25, 2018 ("*Effective Date*"), by and between the **CITY OF LATHROP**, a municipal corporation ("*City*" or "*Buyer*"), and **RIVER ISLANDS DEVELOPMENT, LLC**, a California limited liability company, doing business as River Islands at Lathrop ("*Seller*"). Buyer and Seller are sometimes hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. Seller and Califia, LLC ("*Califia*"), have an interest in approximately 4,800 acres of real property located in the City of Lathrop, as more particularly depicted in **Exhibit "A-1"** attached hereto ("*Project*"), which is intended for development into approximately 11,000 residential units, 4,000,000 square feet of commercial space and other supporting uses. Califia and Seller have a mutual interest in building out the Project.

B. City wishes to locate a new Police Station (defined below) in an area central to City's entire population and within the Project. The parties agreed that the Police Station will be located on a portion of the Project containing approximately 2.5 acres and as more particularly described in **Exhibit "A-2"** attached hereto (including all easements described therein "*Land*").

C. The Land is currently owned by Califia. Seller has the right to purchase the Land from Califia pursuant to the terms of that certain Purchase Agreement by and between Seller and Califia (the "*Underlying Agreement*").

D. City has agreed that Seller will construct the Police Station and convey the Police Station and Land to City upon completion. In connection therewith, the parties have entered into that certain Police Station Construction Agreement of even date herewith ("*Construction Agreement*") to specify, among other things, the manner in which the Police Station will be constructed on the Land and, after completion of construction, conveyed to the City. This Agreement is executed pursuant to the Construction Agreement.

E. Seller desires to sell to City and City desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, together with all improvements located thereon including the fully constructed Police Station, all easements, licenses and interests appurtenant thereto and all land entitlements owned or held by Seller in connection with the Land (collectively "*Police Station*"). Capitalized terms not otherwise defined in this Agreement shall have the same meanings given them in the Construction Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged pursuant to the terms of this Agreement, Seller and City agree as follows:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Agreement to Purchase. Subject to all the terms, conditions and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell, and City agrees to purchase, the Police Station.

1.2 Purchase Price; Appraisal; Interest.

1.2.1 Purchase Price and Appraisal. The purchase price ("**Purchase Price**") which Seller agrees to accept and City agrees to pay for the Police Station is (i) the then-current market value of the Land ("**Land Value**") as set forth in an appraisal for the Land ("**Appraisal**"), which, when obtained, shall be attached hereto as Schedule "2" through the parties' mutual execution of an amendment to this Agreement upon completion of the Appraisal (subject to the terms below), (ii) all out of pocket costs, fees and expenses incurred by Seller to design and construct the Police Station ("**Construction Costs**"), (iii) all out of pocket costs of Seller incurred in connection with the Appraisal and all Closing Costs paid by Seller in connection with this Agreement ("**Seller Costs**") and (iv) Interest (defined below) on the Purchase Price. Prior to the Close of Escrow (defined below), Seller shall provide to City invoices and other payment documentation evidencing the Construction Costs and the Seller Costs. Seller shall commence to obtain the Appraisal not later than two (2) weeks after the Effective Date and shall use commercially reasonable efforts to cause the Appraisal to be finalized not later than sixty (60) days after the Effective Date. The parties anticipate that the Land Value will equal approximately Two Hundred Thousand and No/100 Dollars (\$200,000.00) per acre multiplied by 2.5 acres, or Five Hundred Thousand and No/100 Dollars (\$500,000) (the "**Maximum Value**"), and City shall be deemed to have approved any Land Value set forth in the Appraisal up to the Maximum Value. The parties acknowledge and understand that the City must obtain the City Council approval to any Land Value that exceeds the Maximum Value. In such event, City shall use commercially reasonable efforts to expedite the City Council's review of the Land Value such that City's approval or disapproval, as applicable, is obtained not later than thirty (30) days after City's receipt of the final Appraisal. If the City disapproves the Land Value that exceeds the Maximum Value, this Agreement shall terminate and be of no further force and effect, and City shall be refunded the Deposit. Notwithstanding anything to the contrary set forth herein or in the Construction Agreement, the parties shall finalize the Appraisal prior to Seller's commencement of construction of the Police Station.

1.2.2 Interest.

1.2.2.1 As used herein, the term "**Interest**" means simple interest at the Prime Rate (as defined below) plus three percent (3%). Said interest rate shall be adjusted quarterly beginning at the start of the fiscal year following the Dedication Date. As used herein, "**Prime Rate**" means the prime rate as quoted in the "Money Rates" section of the *Wall Street Journal*. In the event the *Wall Street Journal* is no longer publishing the "Money Rates" section, the prime rate shall be the prime lending rate charged by the Bank of America to its most favored borrowers. Notwithstanding any other provision herein, the aggregate interest rate charged hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the maximum rate of interest chargeable under California law (the "**Highest Lawful Rate**"). If the rate of Interest (determined without regard to the

preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate, the unpaid Purchase Price shall bear interest at the Highest Lawful Rate (and not at the rate otherwise determined under the first sentence of this paragraph) until the total amount of Interest paid as part of the Purchase Price equals the amount of Interest which would have been due hereunder if the rate of interest determined under the first sentence of this paragraph had at all times been in effect. It is the intention of both parties to conform strictly to any applicable usury laws. Accordingly, if Seller contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at Seller's option be applied to the applicable Purchase Price or be refunded to City.

1.2.2.2 Interest on the Land Value shall accrue commencing on the date that RID offers the Land to the City for dedication as set forth below (the "**Dedication Date**"). As used herein, "**Dedication Date**" means the later of the date that the Appraisal is finalized (including without limitation any time necessary for the City to approve a Land Value in excess of the Maximum Value) and when the parties execute and record an Offer of Dedication in the form attached hereto as **Exhibit "B"** (the "**Offer of Dedication**")

1.2.2.3 Interest on Construction Costs and Seller Costs shall accrue commencing on the date that such amounts are expended by Seller.

1.2.2.4 Interest accrual on all amounts shall cease on the earlier of (i) when the Purchase Price has been paid in full or (ii) eight (8) years after the Closing Date.

1.3 Offer of Dedication; Payment of Purchase Price; MSF Fees.

1.3.1 In consideration of the Purchase Price and the other promises of City as set forth herein, Seller shall execute, acknowledge and deliver to Escrow Holder the Offer of Dedication on the Dedication Date, with a copy to City. Escrow Holder shall record the Offer of Dedication within three (3) business days after receipt.

1.3.2 The Purchase Price will be paid by City to Seller through (i) an initial payment on the Closing Date equal to One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) plus all Purchase Price CFF Fees (defined below) collected by City up to and including the Closing Date (the "**Initial Closing Payment**") and (ii) payments to Seller after the Closing Date until the balance of the Purchase Price is paid in full, by wire transfer from funds obtained by City from its Municipal Services Capital Facilities Fee program ("**MSF Fees**"), as more particularly set forth below.

1.3.3 As used herein, MSF Fees collected by the City for residential and non-residential units within the Project are defined as "**Project CFF Fees**." MSF Fees collected by the City for residential and non-residential units outside of the Project but within City boundaries are defined as "**Non-Project CFF Fees**." Commencing on the Effective Date, City shall collect and hold (A) 100% of all Project CFF Fees and (B) 50% of all Non-Project CFF Fees paid to the City (the "**Purchase Price CFF Fees**") for application to the Purchase Price.

1.3.4 All Purchase Price CFF Fees collected by City from the Effective Date to the Closing Date shall be applied to the Initial Closing Payment.

1.3.5 All Purchase Price CFF Fees collected by City from the Closing Date until the Purchase Price is paid in full shall be (i) collected and held by the City in a separate account and (ii) paid to Seller every six (6) months, on January 15th and June 15th of each year after the Closing Date, until the Purchase Price has been paid in full. Project CFF Fees shall be applied first to accrued Interest and then to principal. Non-Project CFF Fees shall be applied first to principal and then to accrued Interest.

1.3.6 City shall (y) provide to Seller reasonable backup documentation regarding Purchase Price CFF Fees paid to City and (z) not charge any administrative or other municipal fee or charge for collecting the Purchase Price CFF Fees and/or for transferring the Purchase Price CFF Fees to Seller as provided herein.

1.3.7 Notwithstanding anything to the contrary contained herein, the City may prepay any remaining portion of the Purchase Price at any time, without penalty.

1.3.8 The terms of this Section 1.3 shall survive the Closing Date.

1.4 Deposit. City shall place into escrow one dollar (\$1.00) as a good faith deposit ("**Deposit**") within ten (10) days after the Effective Date.

1.4.1 Deposit Non-Refundable. From and after the Effective Date and satisfaction and/or waiver of all conditions set forth in Section 4.1, the Deposit shall become non-refundable and shall be applicable to the Purchase Price, and only refundable as specifically set forth herein.

1.4.2 Retention of Cash. All cash received by Escrow Holder will be, until the Close of Escrow, kept on deposit in a federally insured State or national bank.

1.4.3 No Interest. Escrow Holder shall be required to hold the Deposit in a non-interest-bearing account.

1.5 Adoption of Plans; Seller's Responsibility to Complete Police Station before Closing.

1.5.1 The parties acknowledge that Seller has hired LDA Partners, Inc., a California corporation ("**Architect**"), as the licensed architect to prepare the Plans and Specifications (defined below). Architect is in the process of preparing the Plans and Specifications for the Police Station. Seller and City will work together in good faith and consult with each other in connection with the preparation of the Plans and Specifications so that the parties' approval and the City's adoption of plans ("**Adoption of Plans**") will occur as soon as reasonably possible after the Effective Date. If Adoption of Plans has not occurred by the date that is four (4) months after the Effective Date, then this Agreement shall terminate and be of no further force and effect unless extended by the parties through mutual written amendment hereto, and City shall be refunded the Deposit. City's Adoption of Plans shall be a condition to Seller's

performance of its obligations under this Agreement, and this Agreement shall not become effective until the City's Adoption of Plans is effective.

1.5.2 From and after Adoption of Plans has occurred and until the Closing Date, Seller shall use commercially reasonable efforts to complete the Police Station in accordance with the Construction Agreement and plans and specifications approved by Seller and City pursuant to the Adoption of Plans ("***Plans and Specifications***").

2. INSPECTIONS AND REVIEW.

2.1 Feasibility Approved. Except as provided in Section 2.2 below, City acknowledges that it has: (i) completed its due diligence investigation of the condition of the Land and (ii) will have completed, by the Closing Date, its due diligence inspection of the Police Station, both in accordance with the standards established by agencies with jurisdiction, and is satisfied that the Land, and will be satisfied that the Police Station, complies with all state and local requirements and hereby accepts the condition and suitability of the Land and will accept the condition and suitability of the Police Station as of the Closing Date for City's intended use contingent upon receipt of a certificate of occupancy as provided herein. Such approval shall be a condition to Closing hereunder.

2.2 Title Review.

2.2.1 Title Report. The parties shall obtain a preliminary title report describing the Land ("***Title Report***"), together with copies of all documents referenced as exceptions in the Title Report. The Title Report shall be attached hereto as Schedule "1."

2.2.2 Approval of Title. City has approved the Title Report except as set forth in Section 2.2.3.

2.2.3 Condition of Title. Seller shall convey title to the Police Station at Closing subject to the following matters (collectively "***Permitted Exceptions***"): (a) pre-printed exceptions and matters shown in the Title Report as set forth in Schedule "1" excluding any deeds of trust and other monetary liens affecting the Police Station (other than the lien of current taxes, special taxes, bonds and assessments including without limitation any community facilities district bonds and assessments, all of which shall be Permitted Exceptions); (b) minor defects and encumbrances of a non-monetary nature that will not materially interfere with or limit the development or use of the Police Station including without limitation public utility easements and limitations on abutters' rights and (c) any exceptions created, caused, suffered or imposed by City. The parties acknowledge and agree that the development of the Police Station may be financed, in whole or in part, through the issuance of one or more series of bonds, and that, as a result, the Police Station will be encumbered by assessments and/or special taxes that do not presently appear as exceptions in the Title Report. The parties further agree that such assessments and/or special taxes shall be deemed to be Permitted Exceptions for all purposes of this Agreement.

2.3 AS-IS TRANSFER; RELEASE; INDEMNITY.

2.3.1 City acknowledges and agrees that City has been given or will have been given, prior to the Closing Date, at City's own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Police Station. CITY SPECIFICALLY ACKNOWLEDGES AND AGREES EXCEPT AS EXPRESSLY PROVIDED HEREIN SELLER IS SELLING AND CITY IS PURCHASING THE POLICE STATION ON AN "AS-IS WITH ALL FAULTS" BASIS.

2.3.2 Effective as of the Closing, City, on behalf of itself and its managers, employees, officers, successors and/or assigns hereby waives any right to recover from RID or any Indemnified Parties (defined below) for, and hereby releases and discharges RID and the Indemnified Parties from, any and all Claims (defined below), that may arise out of or are in any way connected with (i) the physical condition of the Police Station including without limitation any construct defects, whether latent or patent, and whether arising now or in the future, (ii) the condition of title to the Land, (iii) the presence on, under or about the Police Station of any Hazardous Materials, (iv) the Police Station's compliance with any applicable federal, state or local statute, ordinance, rule or regulation, including, without limitation, Hazardous Materials Laws, or (v) any other aspect of the Land or the Police Station; provided, however, that the forgoing release does not apply to Claims (A) arising from RID's fraud or intentional misrepresentations, (B) RID's breach of any of the representations and warranties of RID contained in this Agreement (excluding any Claims relating to the design or construction of the Police Station, which shall be delivered to City in its AS-IS condition, and subject to the AS-IS, release and indemnity obligations contained in this Section 2.3) or (C) except for any obligations of Seller under this Agreement or the Construction Agreement with respect to the design or construction of the Police Station (which shall be delivered to City in its AS-IS condition, and subject to the AS-IS, release and indemnity obligations contained in this Section 2.3), to RID's breach of any obligation of RID under this Agreement or under any document or instrument executed by RID pursuant to this Agreement which, by its express terms, survives the Closing (collectively, the "***Release and Indemnity Exclusions***"). The release of RID and the Indemnified Parties contained herein shall not apply to any Claims by City against any Construction Entities (defined below) relating to the design and/or construction of the Police Station. For the purposes of this Agreement, the term "***Construction Entities***" means any engineers, consultants, contractors or other agents or representatives engaged by RID in connection with the design and/or construction of the Police Station; provided, however that the term Construction Entities does not include RID or any Indemnified Parties, all of which are released and indemnified by City as set forth herein. The provisions of this Section shall survive the Closing or earlier termination of this Agreement and continue thereafter.

CITY HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("***SECTION 1542***"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVER AND RELEASE.

2.3.3 Without limiting any other indemnities of City set forth herein and except with respect to the Release and Indemnity Exclusions, from and after the Close of Escrow, City shall indemnify, defend (with counsel selected by RID), protect and hold RID, Califia, The Cambay Group, Inc., St. James Investment Corporation, Deutsche Bank AG, New York Branch and Wilmington Trust, National Association, and any affiliates of RID and its and their officers, directors, partners, shareholders, members, employees, successors and assigns (collectively, "**Indemnified Parties**") from and against any and all claims, damages, liabilities and expenses (including without limitation actual attorneys' fees and costs of defense incurred as a result of such claims or in enforcing this indemnity provision) arising out of or related to the Police Station including without limitation any Claims caused by City or its agents or any other parties directly or indirectly employed by any of the foregoing or whose acts any of the foregoing may be liable in connection with the ownership, construction, development, repair, maintenance or operation of the Police Station and for the performance or non-performance of City's obligations under this Agreement or any other work or services performed or provided by such parties in connection with or related to this Agreement, or any action or failure to act by City in connection with this Agreement or its actions or failure to act in connection with the Police Station including without limitation any breach of this Agreement, any third party claims for death, property damage, personal injury, bodily injury, or other litigation or third party claims, fees, costs, claims, expenses, penalties and other related damages (collectively, "**Claims**"). The parties intend that this indemnity shall extend as broadly as legally permitted and shall apply regardless of whether the loss results from the negligence of RID or any other indemnified parties. City's indemnity obligations shall survive the expiration or earlier termination of this Agreement.

3. ESCROW.

3.1 Opening of Escrow. Within five (5) business days following the Effective Date, the Parties shall open an escrow ("**Escrow**") with Old Republic Title Company ("**Escrow Holder**") at its offices located at 3558 Deer Park Drive, Suite 103, Stockton, CA 95219, Attn: Karen Sayles, by causing an executed copy of this Agreement to be deposited with Escrow Holder, and delivery by City of the Deposit. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder ("**Opening of Escrow**"). Escrow Holder shall provide each of the Parties with written confirmation of the date of the Opening of Escrow.

3.2 Close of Escrow; Closing Date. Escrow shall close on the date mutually agreed by the Parties within thirty (30) days after completion of the Police Station and issuance of a certificate of occupancy ("**Closing Date**"), but not later than December 31, 2020 ("**Outside Closing Date**"), subject to satisfaction of the conditions to closing described in Section 4 below. The Outside Closing Date shall be extended for any force majeure delays (as defined in the Construction Agreement) encountered by Seller in connection with construction of the Police Station and otherwise as set forth in this Agreement. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the date the Acceptance of Dedication (as the term is defined below) is recorded in the Office of the County Recorder of San Joaquin, California. Possession of the Police Station shall be delivered to City at the Close of Escrow free and clear of all

tenancies, lessees, occupants, licensees and all possessory rights of any kind or nature, except for any Permitted Exceptions. Subject to extension due to force majeure delays, expiration of all

cure periods or other extensions as set forth herein, if the Closing Date has not occurred by the Outside Closing Date, either party not then in default hereunder may elect to pursue specific performance as set forth in Sections 5.4 or Section 5.5, as applicable. If neither party so elects to pursue specific performance, Escrow Holder shall close the Escrow as soon as possible.

3.3 Escrow Instructions. This Agreement shall constitute the joint escrow instructions to Escrow Holder. The parties shall deliver to Escrow Holder such supplementary instructions and documents as may be necessary to consummate the transaction contemplated by this Agreement, provided that such instructions are consistent with this Agreement.

3.4 Deliveries by Seller. No later than 1:00 p.m. on the business day preceding the Closing Date, Seller shall deliver to Escrow Holder:

(a) a Bill of Sale and Assignment in the form attached as **Exhibit "D"** ("**Bill of Sale**") pursuant to which Seller shall assign to City, among other rights and to the extent assignable, on a non-exclusive basis, all present and future claims, causes of action and other rights of any nature, whether in contract or in tort including without limitation all rights to insurance proceeds and recovery against bonds, that Seller may have against any engineer, consultant, contractor, subcontractor or supplier (collectively "**Work Contractors**") in connection with the work or services provided to improve the Police Station ("**Work**"). Seller shall have jointly with City the same rights assigned to City pursuant to the Bill of Sale with respect to the Work Contractors so that Seller shall not be precluded from prosecuting any warranty, correction, guaranty, indemnity, insurance, bond or other like claim that Seller may have against any Work Contractors, whether in connection with their work performed for other property owned by Seller or in connection with the Work.

(b) a Certificate of Non-Foreign Status in the form attached hereto as **Exhibit "E"** and California Franchise Tax Board Form 593-C (or equivalent form), each executed by Seller;

(c) any affidavits or documents reasonably required by Title Company to issue the Title Policy (as defined in Section 4.1.3 below); and

(d) all other funds and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement including Seller's portion of prorations, if any.

3.5 Deliveries by City. No later than 1:00 p.m. on the business day preceding the Closing Date, City shall deliver to Escrow Holder:

(a) the Initial Closing Payment less the Deposit;

(b) a Public Agency Certificate of Acceptance in the form attached hereto as **Exhibit "C"** ("**Acceptance of Dedication**"); and

(c) all other funds and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement including the Escrow fees and City's portion of prorations, if any.

3.6 Closing, Recording and Disbursements. On or before the Closing Date, and when all conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.6.

3.6.1 Recording. Escrow Holder shall cause the Acceptance of Dedication to be recorded in the Official Records of San Joaquin County, California.

3.6.2 Disbursement of Funds. Escrow Holder shall disburse to Seller the Initial Closing Payment, less prorations chargeable to Seller, if any.

3.6.3 Title Policy. Escrow Holder shall deliver to City a commitment to issue the Title Policy.

3.6.4 Delivery of Documents to City. Escrow Holder shall deliver to City a conformed copy of the Acceptance of Dedication, a copy of the Bill of Sale and counterpart originals of any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Acceptance of Dedication shall be returned to City after recordation.

3.6.5 Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Acceptance of Dedication, a copy of the Bill of Sale and counterpart originals of any documents (or copies thereof) deposited by City with Escrow Holder pursuant to this Agreement.

3.6.6 Real Property Taxes. Real property taxes, bonds, assessments and any other similar charges imposed by any governmental agency or special district, organization or body upon the Police Station and payable in the fiscal year in which the Closing Date occurs shall be prorated as of the Closing Date, based on a thirty-day month, and allocated to Seller up to the date of the Close of Escrow. Thereafter, to the extent provided by applicable law, the Police Station will be tax exempt and any claims for refunds for the period prior to the Close of Escrow shall be the responsibility of Seller, and City shall cooperate with Seller in connection therewith.

3.7 Payment of Costs. On the Closing Date, Seller shall pay the following charges and expenses ("Closing Costs"): (a) transfer taxes; (b) the cost of all escrow fees and charges; (c) all recording fees and (d) the cost of the standard coverage Title Policy premium. City shall be responsible for obtaining an ALTA Survey of the Police Station, the payment of the ALTA extended coverage portion of the title policy premium for any ALTA extended coverage owner's policy of title insurance and the costs of any endorsements required by City. Seller shall pay all past due property taxes due and satisfy or remove any voluntary monetary liens (excluding taxes, bonds and assessments) and/or abstracts of judgment of record. Seller and City shall each be responsible for their legal, accounting and other professional fees incurred in connection with the negotiation and preparation of this Agreement and the transaction contemplated herein.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to City's Obligations. City's obligation to purchase the Police Station and the Close of Escrow shall be subject to the satisfaction or written waiver by City of each of the conditions precedent set forth in this Section 4.1.

4.1.1 Seller's Performance. Seller is not in material default of any term or condition of this Agreement or the Construction Agreement, and has closed escrow under the Underlying Agreement.

4.1.2 Seller Deliveries Made. Seller has deposited with Escrow Holder all documents and funds required of Seller by this Agreement.

4.1.3 Title Policy. Old Republic Title Company ("***Title Company***") has committed to issue to City a standard coverage owner's policy or, at City's choice, an ALTA extended coverage owner's policy of title insurance ("***Title Policy***"), with liability in the amount of the Purchase Price showing fee title to the Police Station vested in the City, subject only to Permitted Exceptions.

4.1.4 Representations and Warranties. All representations and warranties made by Seller in this Agreement, to Seller's best knowledge, are true and correct as of the Closing as though made at that time.

4.1.5 Hazardous Materials; Environmental Compliance. The Close of Escrow is conditioned on the Police Station not being in violation of any federal, state or local laws or regulations governing the release, discharge, disposal or presence of "***Hazardous Materials***" (as defined or referred to in federal, state or local laws or regulations) (collectively "***Environmental Laws***") on, under, from or about the Police Station. If, prior to the Close of Escrow, City determines that the Police Station is in violation of Environmental Laws, and such violation shall be cured by Seller within sixty (60) days after receipt of City's notice specifically designating such violations or such longer period as is necessary, using diligent efforts, to cure such violation (with the Closing extended to permit Seller to effect such cure).

4.1.6 Compliance with California Law Applicable to Acquisition of Property for Police Station. The Close of Escrow shall be conditioned upon the sale and Police Station being compliant with all applicable California laws relating to the acquisition of such sites. Notwithstanding anything in this Agreement to the contrary, City's failure to provide notice to Seller by the Effective Date of the noncompliance with such applicable laws shall constitute City's approval of the Property and affirmation, to City's then-current actual knowledge, that the sale and Police Station are compliant with all applicable California laws relating to the acquisition of property by a municipal corporation.

4.1.7 Completion of Police Station. The Close of Escrow and any obligation whatsoever of City to purchase the Police Station from Seller shall be conditioned upon the Police Station being completed in accordance with the Construction Agreement and the Plans and Specifications, as evidenced by issuance of a certificate of occupancy from City, issuance of which certificate of occupancy shall not be unreasonably withheld, conditioned or delayed.

4.2 Conditions to Seller's Obligations. Seller's obligations to convey the Police Station, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section 4.2.

4.2.1 City's Performance. City is not in material default of any term or condition of this Agreement or the Construction Agreement.

4.2.2 City Deliveries Made. City has deposited with Escrow Holder all funds and documents required of City by this Agreement.

4.2.3 Representations and Warranties. All representations and warranties made by City in this Agreement, to City's best knowledge, are true and correct as of the Closing as though made at that time.

4.2.4 Completion of Police Station. The Police Station has been completed in accordance with the Construction Agreement and the Plans and Specifications, as evidenced by issuance of a certificate of occupancy from City.

4.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by City or Seller, each Party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall not be unreasonably withheld, conditioned or delayed.

4.4 Waiver. City may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by City and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to City.

4.5 Specific Performance. In the event each of the conditions set forth in Section 4.1 is not fulfilled within the time provided by the terms of this Agreement or waived by City pursuant to Section 4.4 prior to the Closing Date, and if such failure is not cured by Seller within sixty (60) days after receipt of City's notice specifically designating such failure or such longer period as is necessary, using diligent efforts, to cure such violation (with the Closing extended to permit Seller to effect such cure) City's sole remedy shall be to seek specific performance under the terms of Section 5.4. In the event each of the conditions set forth in Section 4.2 is not fulfilled within the time provided by the terms of this Agreement or waived by Seller pursuant to Section 4.4 prior to the Closing Date, and if such failure is not cured by City within sixty (60) days after receipt of Seller's notice specifically designating such violations or such longer period as is necessary, using diligent efforts, to cure such violation (with the Closing extended to permit City to effect such cure), Seller's sole remedy shall be to seek specific performance under the terms of Section 5.5.

5. REPRESENTATIONS AND WARRANTIES; BROKERAGE COMMISSIONS; LIMITATIONS ON DAMAGES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to City each of which: (i) is material and relied upon by City in making its determination to enter into this Agreement; (ii) is to the "best of Seller's knowledge" (which means to the current actual knowledge of Susan Dell'Oso, a representative of Seller, without personal liability, without investigation or any imputed knowledge or any review of any files), true in all respects as of the Effective Date and shall be true in all respects on the Closing Date and (iii) shall survive the Close of Escrow for a period of one (1) year.

(a) Seller has full right, power and authority to enter into this Agreement and the Underlying Agreement and perform Seller's obligations hereunder and thereunder. This Agreement and all other documents delivered by Seller to City now, or at the Close of Escrow have been or will be duly executed and delivered by Seller and are legal, valid and binding obligations of Seller, are enforceable in accordance with their respective terms and do not violate any provision of any agreement to which Seller is a Party. To the best of Seller's knowledge, the Underlying Agreement is in full force and effect without default by either party thereto.

(b) To the best of Seller's knowledge, and except as disclosed in any due diligence materials delivered to City or in the Title Report, there are no pending or threatened actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Police Station or relating to the ownership, maintenance, use or operation of the Police Station that would affect the use thereof as a Police Station.

(c) Except as disclosed in any due diligence materials delivered to City or in the Title Report, Seller has not received any written notices nor has any actual knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Police Station that would affect the use thereof as a Police Station.

(d) Except as disclosed in any due diligence materials delivered to City or in the Title Report, there are no leases, rights of first refusal or other agreements relating to the right of possession and/or occupancy of the Police Station by any person or entity, except for Permitted Exceptions.

(e) To the best of Seller's knowledge, Seller has not received any written notice that the Police Station or Seller is in violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation materially adversely affecting the Police Station or its intended use as a Police Station.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the Effective Date or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to City and if such issue is not cured by Seller within sixty (60) days after Seller sends such notification to City or such longer period as is necessary, using diligent efforts, to cure such issue (with the Closing extended to

permit Seller to effect such cure), and City's sole remedy shall be to either: (i) pursue specific performance under Section 5.4 or (ii) waive such matter and proceed to the Closing.

5.2 City's Representations and Warranties. City hereby makes the following representations and warranties to Seller, each of which: (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is to the "best of City's knowledge" (which means to the current actual knowledge of Stephen J. Salvatore, a representative of City, without personal liability, without investigation or any imputed knowledge or any review of any files), true in all respects as of the Effective Date and shall be true in all respects on the Closing Date and (iii) shall survive the Close of Escrow.

(a) City has the full right, power and authority to enter into this Agreement and perform City's obligations hereunder. This Agreement and all other documents delivered by City to Seller now or at the Close of Escrow have been or will be duly executed and delivered by City and are legal, valid and binding obligations of City, are enforceable in accordance with their respective terms and do not violate any provision of any agreement to which City is a party.

(b) City acknowledges that neither Seller nor Seller's representatives make any representation or warranty concerning the accuracy or completeness of any reports, studies, analyses, documents, instruments or any other items or materials delivered or made available by Seller or Seller's representatives (collectively "***Seller's Documents***"). City acknowledges that it will be purchasing the Police Station with all faults disclosed in or suggested to exist by the Seller's Documents.

(c) City represents and warrants to Seller that City is acquiring the Police Station for use as a Police Station, has knowledge and experience in financial and business matters that enable City to evaluate the merits and risks of the transactions herein contemplated and has bargained for and obtained a purchase price and agreement terms which make the limitations of City's recourse against Seller acceptable.

If City becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by City hereunder, whether as of the Effective Date or any time thereafter through the Closing Date, City will give immediate written notice of such changed fact or circumstance to Seller and if such issue is not cured by City within sixty (60) days after City sends such notification to Seller or such longer period as is necessary, using diligent efforts, to cure such issue (with the Closing extended to permit City to effect such cure), and Seller's sole remedy shall be to either: (i) pursue specific performance under Section 5.5 or (ii) waive such matter and proceed to the Closing.

5.3 Brokerage Commissions. Seller and City each represent and warrant that no third-party broker's commissions and/or finder's fees are applicable with respect to the transactions contemplated by this Agreement. Each Party acknowledges that no other party is known to be entitled to such broker's commissions and/or finder's fees and agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses including without limitation attorneys' fees and costs, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any such broker's commissions and/or finder's fees, or those of any third party in connection with this transaction.

5.4 SELLER'S DEFAULT: IF THE CLOSE OF ESCROW FOR THE POLICE STATION DOES NOT OCCUR SOLELY BY REASON OF DEFAULT BY SELLER IN ANY MATERIAL OBLIGATION OF SELLER UNDER THIS AGREEMENT WHERE SUCH DEFAULT IS NOT CURED BY SELLER WITHIN TEN (10) BUSINESS DAYS AFTER SELLER'S RECEIPT OF WRITTEN NOTICE FROM CITY OF SUCH DFEAULT OR SUCH LONGER PERIOD AS IS NECESSARY TO CURE SUCH DEFAULT, CITY, AS ITS SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO PURSUE AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF SUCH UNCURED DEFAULT, THE DAMAGES TO CITY WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, THAT DAMAGES WOULD NOT BE SUFFICIENT TO COMPENSATE CITY FOR SELLER'S BREACH OF THIS AGREEMENT, THAT CITY'S REMEDY AT LAW WOULD BE INADEQUATE DUE TO THE UNIQUE NATURE AND USE OF A POLICE STATION. CITY WAIVES ANY AND ALL OTHER REMEDIES INCLUDING WITHOUT LIMITATION THE RIGHT TO SEEK OR RECOVER ANY DAMAGES AT LAW OR IN EQUITY FROM SELLER INCLUDING ACTUAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), NOTWITHSTANDING WHETHER SELLER WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. SELLER SPECIFICALLY CONSENTS AND AGREES TO THE REMEDY OF SPECIFIC PERFORMANCE HEREUNDER AS PROVIDED ABOVE.

5.5 CITY'S DEFAULT: CITY AND SELLER EACH AGREE THAT IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY CITY RESULTING IN THE FAILURE OF THE CLOSING, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, THAT DAMAGES WOULD NOT BE SUFFICIENT TO COMPENSATE SELLER FOR CITY'S BREACH OF THIS AGREEMENT, THAT SELLER'S REMEDY AT LAW WOULD BE INADEQUATE DUE TO THE UNIQUE NATURE AND LIMITED COMMERCIAL USE OF A POLICE STATION, AND THAT THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY CITY RESULTING IN THE FAILURE OF THE CLOSING, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO CITY, SELLER MAY SPECIFICALLY ENFORCE THE OBLIGATION OF CITY TO PURCHASE THE POLICE STATION. CITY SPECIFICALLY CONSENTS AND AGREES TO THE REMEDY OF SPECIFIC PERFORMANCE HEREUNDER AS PROVIDED ABOVE.

SELLER SD CITY SD

5.6 Limitation on Recourse. Notwithstanding anything to the contrary contained in this Agreement, City agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to City, or under any law applicable to the Police Station or this transaction, shall be strictly limited to Seller's interest in the Police Station (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall City seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of

Seller's members (or their constituent members or partners) or any director, officer, employee or shareholder of any of the foregoing.

6. **MISCELLANEOUS.**

6.1 Attorneys' Fees; Litigation. In the event either party to this Agreement should default under any of the provisions hereof, and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained (including any affirmative defenses), the defaulting party agrees that it will, on demand therefor, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

6.2 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective: (i) when personally delivered by the other Party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified or (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

If to City:

CITY OF LATHROP
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Manager & Public Works Director

WITH COPY TO:

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

If to Seller:

RIVER ISLANDS DEVELOPMENT, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

WITH COPY TO:

Freilicher Law
3235 Bayo Vista Avenue
Alameda, CA 94501
Attn: Lisa Freilicher, Esq.

Seller and City, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

6.3 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant, without any personal liability, that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

6.4 Execution in Counterparts. This Agreement may be executed in several counterparts (including electronic counterparts), and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

6.5 Assignment. City shall not assign this Agreement or any right or privilege City might have under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Seller shall not assign this Agreement or any right or privilege Seller might have under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the assignee agrees in a written notice to City to carry out and observe each of Seller's obligations hereunder including all Exhibits hereto. City shall review and consider promptly and in good faith any request by Seller to assign this Agreement. City's consent to any such assignment may be withheld only if: (i) reliable evidence (for example, financial records) requires a conclusion that the proposed assignee clearly will be unable to perform the rights and obligations hereunder or (ii) Seller or the assignee fail to provide acceptable security, as and if reasonably requested by City, to ensure performance of the rights and obligations under this Agreement that are proposed to be assumed by such assignee. If Seller requests City's written consent to any such assignment, Seller shall: (a) notify City in writing of the proposed assignment; (b) provide City with the name and address of the proposed assignee; (c) provide City with financial information of the proposed assignee and (d) provide City with a copy of the proposed assignment. City shall respond in writing to Seller within thirty (30) days after receipt of the foregoing information. If City fails to so respond within such thirty (30) day period, Seller may subsequently notify City in writing of such failure and request again City's consent to the proposed assignment. If City fails to respond to such subsequent notice and request within fifteen (15) days after receipt thereof, City shall be deemed to have consented to the proposed assignment. Changes in the ownership or control of Seller, or the assignment of this Agreement to an affiliate of Seller, shall not be deemed to constitute a transfer of this Agreement.

6.6 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

6.7 Binding on Heirs. Except as set forth in Section 6.5, this Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors and assigns.

6.8 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

6.9 Condemnation. In the event the Police Station is taken, in whole or in part, or designated to be taken by condemnation proceedings, or proceedings in lieu thereof, prior to the Close of Escrow, this Agreement shall terminate, Escrow shall be canceled and City shall be refunded the Deposit. Seller shall be entitled to all proceeds of condemnation.

6.10 Entire Agreement, Waivers and Amendments. This Agreement, and any written agreement entered into by the Parties with respect to the Police Station, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and City.

6.11 Exhibits. Exhibits "A-1," "A-2," "B," "C," "D" and "E" and Schedules "1" and "2" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

- "A-1" - DEPICTION OF PROJECT
- "A-2" - DESCRIPTION OF LAND
- "B" - OFFER OF DEDICATION
- "C" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
- "D" - BILL OF SALE
- "E" - NON-FOREIGN AFFIDAVIT
- SCHEDULE "1" TITLE REPORT
- SCHEDULE "2" APPRAISAL

6.12 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein and Seller and City acknowledge and agree that they are each bound by the same.

6.13 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes 5.1, 5.1(a), *et seq.*

6.14 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.15 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect on the Effective Date.

6.16 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow for a period of one (1) year.

6.17 Conflicts of Interest. No director, officer, official, representative, agent or employee of the City shall have any financial interest, direct or indirect, in this Agreement.

6.18 Nondiscrimination. There shall be no discrimination by Seller nor City against any person on account of race, color, religion, sex, marital status, national origin or ancestry in the performance of their respective obligations under this Agreement.

6.19 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

6.20 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein; if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

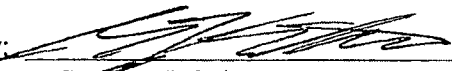
6.21 Cooperation. City and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Police Station and/or to accomplish the objectives and requirements that are set out in this Agreement. Both City and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and all Exhibits attached hereto.

6.22 Dispute Resolution Mechanism. In the event of a dispute under this Agreement, the parties shall first mediate the dispute using a mutually acceptable mediator at JAMS. The parties shall share equally the fees of the mediator and other costs. If mediation is not successful, the parties may pursue any rights and remedies available at law or in equity.

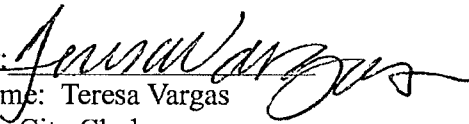
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

CITY

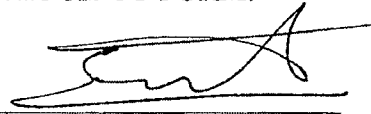
CITY OF LATHROP, a municipal corporation of the State of California

By: 
Name: Stephen J. Salvatore
Its: City Manager

ATTEST:

By: 
Name: Teresa Vargas
Its: City Clerk

APPROVED AS TO FORM:

By: 
Name: Salvador Navarrete
Its: City Attorney

SELLER

RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company

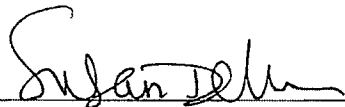
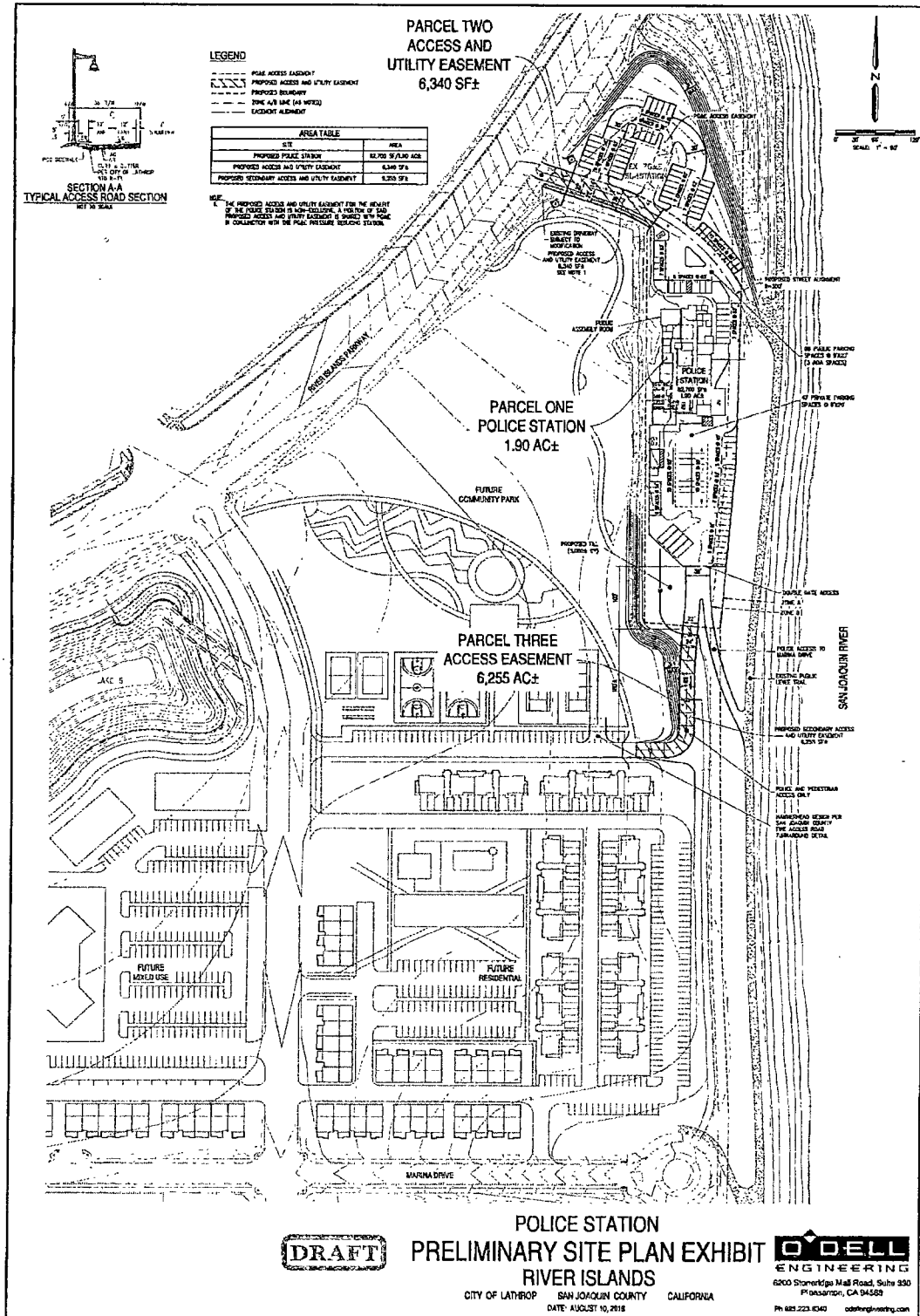
By: 
Name: Susan Dell'Osso
Its: President

EXHIBIT "A-1"
DEPICTION OF PROJECT



EXHIBIT "A-2"

LEGAL DESCRIPTION OF LAND



DRAFT

AUGUST 10, 2018

**LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER
CITY OF LATHROP, CALIFORNIA**

REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF LOT 3, AS SAID LOT IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED APRIL 24, 2015, AS DOCUMENT NUMBER 2015-046191, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (POLICE STATION):

COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF THE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT DEED, RECORDED MAY 27, 2016, AS DOCUMENT NUMBER 2016-061416, SAN JOAQUIN COUNTY RECORDS, SAID POINT BEING AT THE SOUTHWESTERLY TERMINUS OF COURSE L16, LABELLED AS "NORTH 31°37' 00" EAST 404.82 FEET", AS SAID COURSE IS SHOWN ON SHEET 3 OF THE PLAT FOR SAID PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT DEED (DOCUMENT NUMBER 2016-061416);

THENCE, CONTINUING ALONG SAID SOUTHEASTERN LINE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,163.00 FEET, THROUGH A CENTRAL ANGLE OF 02°52'35", AN ARC DISTANCE OF 108.59 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 71°16'46" EAST 95.69 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 13°07'02", AN ARC DISTANCE OF 68.68 FEET;

THENCE, SOUTH 58°09'44" EAST 11.65 FEET TO THE POINT OF BEGINNING, SAID POINT HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, FROM SAID POINT OF BEGINNING, NORTH 34°03'42" EAST 13.77 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 314.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°03'42" EAST, THROUGH A CENTRAL ANGLE OF 02°57'24", AN ARC DISTANCE OF 16.20 FEET;

THENCE, SOUTH 52°58'54" EAST 22.98 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 311.13 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°01'06" EAST, THROUGH A CENTRAL ANGLE OF 24°35'12", AN ARC DISTANCE OF 133.51 FEET, TO THE WESTERN LINE OF UNIT A, AS SAID UNIT A IS DESCRIBED IN THE EASEMENT DEED RECORDED SEPTEMBER 14, 2015, AS DOCUMENT NUMBER 2015-111335, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID WESTERN LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°12'24" WEST 13.10 FEET,
- 2) SOUTH 01°25'58" WEST 271.13 FEET, AND

PAGE 1 OF 3

25530-LEG-POLICE STATION

AUGUST 10, 2018

LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER
CITY OF LATHROP, CALIFORNIA

3) SOUTH 04°47'23" WEST 262.41 FEET;

THENCE, LEAVING SAID WESTERN LINE, NORTH 85°12'37" WEST 44.95 FEET TO A POINT
HEREINAFTER REFERRED TO AS POINT 'B';

THENCE, NORTH 85°12'37" WEST 69.16 FEET;

THENCE, NORTH 623.53 FEET;

THENCE, NORTH 34°03'42" EAST 30.04 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.90 ACRES, MORE OR LESS.

PARCEL TWO (ACCESS AND UTILITY EASEMENT):

BEING A STRIP OF LAND THIRTY-SIX (36.00) FEET WIDE, MEASURED TWENTY-TWO (22.00) FEET
TO THE LEFT, AND FOURTEEN (14.00) FEET TO THE RIGHT, OF THE ALIGNMENT DESCRIBED AS
FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT 'A';

THENCE, FROM SAID POINT OF BEGINNING, NORTH 58°09'44" WEST 11.65 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET,
THROUGH A CENTRAL ANGLE OF 13°07'02", AN ARC DISTANCE OF 68.68 FEET;

THENCE, NORTH 71°16'46" WEST 95.69 FEET TO THE SOUTHEASTERN LINE OF THE PUBLIC
ACCESS AND PUBLIC UTILITY EASEMENT DEED, RECORDED MAY 27, 2016, AS DOCUMENT
NUMBER 2016-061416, SAN JOAQUIN COUNTY RECORDS, AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO THE NORTHWEST
TO TERMINATE ON SAID SOUTHEASTERN LINE, AND TO TERMINATE TO THE SOUTHEAST ON
THE NORTHWEST LINE OF PARCEL ONE DESCRIBED ABOVE.

CONTAINING 6,340 SQUARE FEET, MORE OR LESS.

PARCEL THREE (ACCESS EASEMENT):

BEING A STRIP OF LAND TWENTY-FOUR (24.00) FEET WIDE, THE CENTERLINE OF WHICH IS
DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT 'B';

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 04°18'18" WEST 46.20 FEET;

PAGE 2 OF 3

25530-LEG-POLICE STATION

AUGUST 10, 2018

LEGAL DESCRIPTION
POLICE STATION
RIVER ISLANDS- TOWN CENTER
CITY OF LATHROP, CALIFORNIA

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET,
THROUGH A CENTRAL ANGLE OF 04°18'18", AN ARC DISTANCE OF 41.33 FEET;

THENCE, SOUTH 80.33 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET,
THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 48.69 FEET;

THENCE, WEST 44.12 FEET AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO THE NORTH TO
TERMINATE ON THE SOUTHERN LINE OF PARCEL ONE DESCRIBED ABOVE.

CONTAINING 6,255 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3; CCS83; PER THE
RECORD OF SURVEY FILED AUGUST 4; 2004; IN BOOK 35 OF SURVEYS; PAGE 142; SAN
JOAQUIN COUNTY RECORDS. DISTANCES SHOWN ARE GROUND DISTANCES.

END OF DESCRIPTION

PAUL KITTREDGE
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 5790

DATE



PAGE 3 OF 3

25530-LEG-POLICE STATION

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space Above For Recorder's Use)

The undersigned grantor(s) declare(s): This conveyance is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.	This document is being recorded for the benefit of the City of Lathrop and is exempt from the payment of a recordation fee pursuant to Govt. Code section 6103.
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**IRREVOCABLE OFFER OF DEDICATION
FOR POLICE STATION**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company, hereby offers for dedication to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California ("**City**"), that certain real property situated in City of Lathrop including all improvements located thereon and more particularly described as follows (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor intends to convey with the Property any and all riparian rights or other water interests to which the Property is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("**Water Rights**").

While Grantor intends to transfer with the Water Rights with the Property, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

A. All rights that the Property may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Property, to divert or otherwise utilize such water, rights or interests on the Property or other property, but without, however any right to enter upon the surface of the Property in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Property, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Property or any other land including the right to whipstock or directionally drill and mine from lands other than the Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Property.

D. The right to place on, under or across the Property, transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities, and the right to enter upon the Property to service, maintain, repair, reconstruct and replace said lines and facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Property.

E. Nonexclusive easements in gross on, over and under the Property for the construction, installation and maintenance of electric, gas, telephone, water, sewer and drainage facilities, provided that the construction and installation of such facilities shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Property. Grantor shall give to Grantee thirty (30) days written notice before exercising the foregoing easement in gross except in case of an emergency and shall restore the surface of the easement to its condition immediately prior to Grantor's entry. Grantor shall exert its best efforts to ensure that such facilities are located within rights of way and utility areas, and under no circumstances shall such facilities be placed under building pads.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Engineer of the City of Lathrop.

This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs,

executors, administrators, successors and assigns. Notwithstanding anything to the contrary contained herein, this Offer of Dedication shall not be effective until execution, acknowledgment and recordation by City of an Acceptance of Dedication duly executed by an authorized representative thereof.

SIGNATURES:

Dated: _____

GRANTOR:

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____

Name: Susan Dell'Osso

Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

ATTACHMENT "A" TO OFFER OF DEDICATION

LEGAL DESCRIPTION OF LAND

[To Be Inserted]

EXHIBIT B

Trade Contractor Agreement

(See Attached)

TRADE CONTRACTOR AGREEMENT

PROJECT NAME: **River Islands at Lathrop (the "Project")**
 PROJECT ADDRESS: **73 West Stewart Road, Lathrop, California**
 PROJECT PHONE: **209-879-7900**

CONTRACT NUMBER: _____

THIS TRADE CONTRACTOR AGREEMENT ("Contract"), made and entered into as of _____, 20__ by and between: _____, a _____, [ADDRESS] PHONE: (____) _____, FAX: (____) _____, hereinafter referred to as "Contractor", and **RIVER ISLANDS DEVELOPMENT, LLC**, a California limited liability company, hereinafter referred to as "RID" for the benefit of the **CITY OF LATHROP**, a municipal corporation of the State of California ("City"). City is an express intended third party beneficiary under this Contract.

SECTION 1: DESCRIPTION OF WORK AND CONTRACT PRICE

a. Contractor agrees to furnish the construction and services required by the Contract Documents (defined in Section 1.b.), whether completed or partially completed, and all other labor, materials, installation, supplies, equipment, services, machinery, tools and other facilities of every kind and description required for the prompt and efficient execution of Contractor's obligations hereunder, and to complete the duties described herein and in Exhibit A in a good and workmanlike manner (collectively, the "Work").

b. The Work shall be performed for the benefit of RID and City and completed in strict accordance with all applicable building codes, laws and regulations, the terms and conditions of this Contract, and the general conditions, specifications, plans, and drawings prepared for the Work (all of which documents constitute and are referred to hereinafter as the "Contract Documents" and are incorporated herein by this reference), and all applicable codes and ordinances and to the full satisfaction and acceptance of RID.

Exhibits and Schedules	
Exhibit A	Scope of Work and General Conditions
Exhibit B	Insurance Requirements
Exhibit C-1	Request for Change Order
Exhibit C-2	Change Order Form
Exhibit D	Certification Form
Schedule 1	Public Works Requirements
Schedule 2	Form of Performance Bond
Schedule 3	Form of Payment Bond
Schedule 4	Form of Guaranty Bond

(All Exhibits are incorporated into this Contract as though set forth in full herein). The Contract Documents also include the Notice to Contractors, Bid Proposal, this Contract, the Accepted Bid, Non-Collusion Affidavit, Technical Specifications, Plans, and all Addenda as prepared prior to the date of bid opening that set forth any modifications or interpretations of any of the foregoing documents. All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as though fully set forth herein.

The Work and the price for the Work is described below:

Contractor's Description of Work	Contract Price
See Exhibit A, Scope of Work for Contractor (cost code ____)	\$ _____
TOTAL	\$ _____

c. The Work will be performed for the total sum of \$ _____ ("Contract Price"), including all cartage and applicable taxes of any nature whatsoever. Total consideration stated above shall be paid by RID to Contractor in accordance with the provisions of Section 2 of this Contract. Contractor shall commence the Work not later than five (5) working days after receipt of a notice to proceed from RID.

d. The Work includes all Work and materials (unless it is specified in the scope of Work that materials are to be supplied by RID and/or a third party) to perform the Work in accordance with the terms of this Contract including without limitation all Contract Documents. Contractor shall have the necessary personnel available to meet the Baseline Schedule (defined in Section 4.a., as may be amended from time to time) and to compensate for weather delays. Contractor shall pay all royalties, license fees and taxes applicable to materials furnished by Contractor, and all forms and methods used by Contractor in the performance of this Contract. Should Contractor use RID's or City's equipment or facilities, Contractor shall reimburse RID, at a pre-determined rate prior to use thereof. No additional payments will be made for "field measured" quantities. Whenever any

Trade Contractor Agreement (Police

1

Station)

Contractor's Initials _____
 RID's Initials _____

manufactured article, implement, or series of articles or implements is mentioned in the specifications by name, trade or manufacturer's name, it is intended to establish a standard of merit and quality. The intent of this definition is to require quality materials and workmanship; however, substitutes of equal merit may be used by the Contractor, but only upon the written consent of RID, or RID's authorized representative. Under no circumstances shall a substitute material be used which will not conform to requirements set forth in the Contract Documents.

e. This is a public works contract. The Work includes improvements that will ultimately be dedicated to and accepted by a governmental or quasi-governmental entity. Contractor shall therefor strictly comply with the provisions of Schedule 1 attached hereto.

f. Contractor shall attend all Project meetings called by RID. In addition, during all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with RID and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Contract by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the applicable Project. Prior to the commencement of Work, Contractor shall notify RID of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify RID of the identity of such replacement. RID may reasonably reject Contractor's representative and/or any replacements.

g. In connection with this Contract, RID's designated representative for purposes of signing this Contract or any relevant amendments or Change Orders, is Susan Dell'Osso, Project Director for RID. RID's designated representative in the field shall be the individual designated by Susan Dell'Osso from time to time, which designation may be verbal.

SECTION 2: PAYMENT SCHEDULE

a. **PROGRESS PAYMENTS.** Contractor will not be paid until Contractor has complied with all of the provisions of this Section 2. Progress payments for Work shall be paid only after the following conditions have been met, which progress payments shall reflect adjustment in Retention (defined in Section 2.e), if any, as provided herein:

1. Contractor has executed this Contract and any applicable Change Orders (defined in Section 7.b.) and delivered a W-9 form to RID, together with a copy of its California contractor's license.
2. Contractor has in fact performed the percentage or stage of the Work (the "**Applicable Work**") that would trigger a progress payment;
3. the Applicable Work has been performed in accordance with all governmental requirements and, if requested, Contractor has provided RID with satisfactory evidence of same;
4. Contractor has submitted an invoice for the Applicable Work to RID for approval, together with a monthly report describing Contractor's progress and whether Contractor is in compliance with the Baseline Schedule (the "**Monthly Progress Report**").
5. Contractor has delivered to RID conditional and final lien waivers and releases in the form required by the California Civil Code, executed by Contractor, its subcontractors, and all suppliers who furnished materials to the Project, to the date of the invoice(s).
6. The payment request and supporting documents meet RID's requirements;
7. Contractor has supplied to RID a copy of certified payrolls as required by Schedule 1 and the Certification Form attached as Exhibit D;
8. Contractor is in compliance with the insurance requirements set forth herein; and
9. Contractor has corrected any defective Work in accordance with the provisions of this Contract.

Any payment made hereunder, prior to total completion and acceptance of Contractor's Work shall not be construed as evidence of acceptance of any part of Contractor's Work, nor a waiver of any claim by RID arising out of faulty workmanship or materials or from failure of Contractor to comply strictly with the Contract Documents.

b. **TIMING OF PROGRESS PAYMENTS.** RID agrees to pay Contractor by the end of the month for invoices that have been received by RID by the first of the month (including all supporting documentation). No Retention shall be paid to Contractor until all of the Work has been fully completed by Contractor and accepted by RID in accordance with this Contract. No interest shall accrue to the Contractor on account of payments or Retention withheld hereunder.

c. **FINAL PAYMENT.** RID shall process its final payment for the Work after the following conditions have been met, which payment shall reflect adjustment in Retention, if any, as provided herein:

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Contractor's Initials _____
RID's Initials _____

1. The Work has been fully completed, including all corrections to defective Work, as requested by RID or City, all Change Orders have been fully executed, and Contractor is in compliance with insurance requirements set forth herein;
2. RID has provided final written approval of the Work;
3. Contractor has delivered to RID final lien waivers and releases in the form required by the California Civil Code from Contractor, its subcontractors and all suppliers who furnished materials to the Project;
4. The Work has been performed in accordance with all applicable governmental requirements and Contractor has provided RID with satisfactory evidence of same;
5. If requested by RID, Contractor has provided fully detailed "as-built" drawings of its completed Work;
6. Contractor has provided RID with copies of all written warranties and assignments of any manufacturers warranties from Contractor's Agents (defined in Section 11.a.1) and material suppliers as set forth in this Contract;
7. Contractor has delivered all operating, servicing and maintenance manuals, if any; and
8. Contractor has fully performed all other outstanding obligations under this Contract.

Contractor's acceptance of RID's final payment shall be conclusive evidence that RID has made all payments due and owing with respect to the Work and Contractor shall have no further right to request any further payment with respect thereto.

d. **RIGHT OF OFFSET.** Contractor agrees that amounts owed under this Contract are subject to withholding, backcharge and offset by RID in the event of: (a) Contractor's breach of this Contract; (b) any damages caused by Contractor; (c) any Liens (defined in Section 14.a) or other claims arising out of the Work and/or materials; (d) any Costs (defined in Section 9.b) of curing defective Work and/or materials and/or any other amounts expended by RID in connection therewith; (e) Contractor's breach of any other agreement between Contractor and RID and/or its Affiliates (defined in Section 11); (f) claims or amounts due to RID and/or its Affiliates, regardless of whether arising out of this Contract or otherwise; (g) failure of Contractor to make payments to its lower tier subcontractors for labor, materials, or equipment and/or (h) any other reason for withholding provided in this Contract or under applicable law. Contractor further agrees that should RID have reason to terminate this Contract as a result of Contractor's failure to comply with the terms and conditions of this Contract, then RID and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and RID and/or its Affiliates. In the event Contractor breaches this Contract, RID shall have the right to stop all payments to Contractor until such time as RID can accurately ascertain its damages and Costs resulting from the breach, at which time RID is authorized to deduct all Costs related thereto from any monies owed Contractor under this Contract and/or other agreements with RID. Contractor shall not delay and/or stop any Work by reason of RID's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

e. **RETENTION.** During the term of this Contract, to cover any potential Costs related to Contractor's performance of this Contract, RID may withhold from Contractor up to five percent (5%) of amounts owing to Contractor hereunder (the "Retention"). The Retention may be retained by RID as long as permitted by applicable laws (defined in this Section below). If no applicable laws govern, RID may retain the Retention until the later of: (i) such period of time during which a Lien or claim of Lien could lawfully be filed by anyone performing Work or furnishing materials related to the Work, or (ii) the expiration of the Warranty Period (defined in Section 23.b). At RID's sole discretion, RID may accept a letter of credit as a substitute for Retention, in which case the Contractor shall provide a letter of credit acceptable to RID as well as execute all other documents requested by RID. If RID elects to accept a letter of credit, Retention may be withheld until Contractor provides an acceptable letter of credit and executes all documents requested by RID. As used herein, the term "applicable laws" means all applicable, local, state and federal ordinances, laws, rules and regulations, including but not limited to, building codes, safety laws, FHA/VA requirements, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970, as amended, and all conditions of approval affecting the Project, copies of which are available at RID's office set forth above.

f. **COMPLIANCE WITH WAGE AND BENEFIT LAWS.** Contractor shall comply with all state and federal laws governing the full and prompt payment of wages, fringe or other benefit payments or contributions due to its employee(s) or to a third party on any employee's behalf including, but not limited to, compliance with California Labor Code section 218.7 governing the payment of wages for the Wage Claimant's (as defined below) performance of labor included in the scope of Work in the Contract. Contractor shall also comply with all rules as follows:

1. Should Contractor subcontract with a lower tier subcontractor, Contractor shall enforce each requirement under this Section on any and all of its lower tier subcontractors who contract to perform any portion of the Work, and shall require each lower tier subcontractor to comply with and enforce these requirements in their respective subcontract agreements. Contractor shall expressly require the indemnity in favor of RID provided in Section 11 of this Contract, as part of the subcontract agreement with any such lower tier subcontractor, and Contractor shall require by subcontract agreement that any lower tier subcontractor provide all information required to be submitted in Section 2 of this Contract including, but not limited to, the certification(s) to be delivered by lower tier subcontractors regarding the payment of wages, all as set forth below.

2. Contractor agrees to assume, and be liable for, any and all debt owed to a Wage Claimant or third party on the wage claimant's behalf for such wage claimant's performance of labor for any portion of the Work (collectively, "**Wage Claimant**"), whether such Wage Claimant was employed by Contractor or by any of its lower tier subcontractors.

3. Prior to commencing any portion of the Work, Contractor shall provide RID with award information that includes the Project name, name and address of each and every lower tier subcontractor with whom the Contractor has under subcontract, anticipated start date, duration, and estimated journeymen and apprentice hours, and contact information for each of its lower tier subcontractors on the Project. Contractor shall require by subcontract agreement that any lower tier subcontractor provide the same information to RID for any of its lower tier subcontractors for the Project.

4. For each request for payment submitted by Contractor, Contractor shall submit: (a) a certification from Contractor that it has paid all wages, fringe or other benefit payment or contributions due to any Wage Claimant; and (b) a certification from each of Contractor's lower tier subcontractors that it has paid all wages, fringe or other benefit payment or contributions due to any Wage Claimant; in each case, for all Work covered by the request for payment. Such certifications shall be in the form attached hereto as **Exhibit D** to this Contract.

5. Contractor shall maintain accurate payroll records, which, at a minimum, shall contain the information set forth in subdivision (a) of California Labor Code section 226, and which are payroll records as contemplated by California Labor Code section 1174, of its employees who are providing labor on any portion of the Work ("**Payroll Records**"). Contractor shall also require all lower tier subcontractors to maintain accurate Payroll Records for employees who are providing labor on any portion of the Work in their respective subcontract agreements.

6. If requested by RID, Contractor shall provide copies of Payroll Records that shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. The Payroll Records must contain information sufficient to apprise RID of the payment status of the Contractor and its lower tier subcontractors' payment in making fringe or other benefit payments or contributions to a Wage Claimant.

7. In the event that Contractor receives notice of a claim or has knowledge of any claim by any of its employees or any Wage Claimant regarding the payment of wages for the Project, Contractor shall immediately notify RID of such claim and any information received to date by Contractor regarding such claim.

8. Should Contractor or any lower tier subcontractor not provide any requested Payroll Records, any notice of claim by Contractor employee or Wage Claimant, or any other information to be provided to RID pursuant to this Contract in a timely manner, then RID may back-charge or withhold from monies owing to Contractor under the Contract or otherwise, any amount reasonably believed necessary to protect it from any claims related to the foregoing, including any incurred attorney fees and costs, until Contractor or lower tier subcontractor provides the requested information. Such amount shall be withheld as "disputed" under California Labor Code section 218.7 until RID is provided with all requested information. This is in addition to any other rights RID may have to withhold under the Contract and failure of Contractor to pay its employees shall constitute a breach under this Contract.

9. To the fullest extent permitted by applicable law, Contractor shall be obligated to indemnify, defend and hold harmless the Indemnitees (as defined in Section 11), against any and all claims, damages, injury, loss, liability and expense, including but not limited to, attorneys' fees and expert fees incurred as a result thereof, arising out of, connected with or related in any way to any claim that is made against RID or any of the Indemnitees, whether directly or indirectly, alleged or actual, for unpaid wage, fringe or other benefit payment or contribution by a Wage Claimant or a third party on the Wage Claimant's behalf for such Wage Claimant's performance of labor for any portion of the Work, which includes, but is not limited to, claims that are brought against RID or any of the Indemnitees pursuant to Labor Code section 218.7 for any claim, damages or loss arising out of, connected with or related in any way to Contractor's or any of its lower-tier subcontractor's actual or alleged failure to pay, including, but not limited to unpaid wages, attorneys' fees and expert fee, fringe or other benefit payment or contribution, interest or otherwise as may be assessed against RID or any of the Indemnitees (collectively, "**Wage Claims**"). Contractor's duty to defend RID and the Indemnitees arises immediately upon tender of the Wage Claim to Contractor and is entirely separate from, independent and free of Contractor's duty to indemnify RID and the Indemnitees elsewhere in this Contract, and includes, without limitation, defense of RID and the Indemnitees to the fullest extent permitted by applicable laws regardless of whether the issue of RID's and the Indemnitees' liability has been determined and whether RID or any Indemnitees have paid any sums, or incurred any detriment, arising out of or resulting directly or indirectly from such Wage Claims. It is the parties' intent that RID and the Indemnitees shall be entitled to summary adjudication of Contractor's duty to defend RID and the Indemnitees during any stage of a Wage Claim. The prevailing party in any action to enforce the indemnity provisions herein shall be entitled to recover its reasonable attorneys' fees and costs. Contractor shall defend RID and the Indemnitees at Contractor's sole cost and expense and with legal counsel approved by RID, which approval shall not be unreasonably withheld.

10. If requested by RID, Contractor shall furnish payment bonds in the amount of the Contract Price covering the payment of all obligations arising under this Section. Prior to commencement of the Work by Contractor, Contractor shall pay the premium on such payment bonds and provide evidence of its payment to RID. Contractor acknowledges that such payment bond shall not be released until the following conditions are satisfied: (1) after the one-year statute of limitations set forth under California Labor Code section 218.7 expires; and (2) any and all claims for unpaid wage, fringe or other benefit payment or contribution by a Wage Claimant or a third party on the wage claimant's behalf for such Wage

Claimant's performance of labor for any portion of the Work, including any and all claims to enforce the indemnity provisions herein against Contractor, are fully adjudicated.

SECTION 3: INDEPENDENT INVESTIGATION

a. Contractor represents that Contractor has satisfied itself, by Contractor's own investigation and research, regarding all the conditions affecting the Work to be done and materials to be furnished including all requirements, statutes and ordinances of all governmental entities, and as to the meaning and intention of the plans and specifications and the general conditions referred to herein, and has based Contractor's conclusion to execute this Contract on such investigations, independent of any estimate or other information prepared or furnished by RID. Contractor proposes to furnish the Work in accordance with the plans, specifications and drawings described herein, as part of the Project. All provisions of the above-mentioned Contract Documents that are applicable to this Contract or which in any way affect the Work herein described, shall have the same effect as if written in full in this Contract, except insofar as such provisions may be specifically changed by this Contract. **BID DOCUMENTS ARE NOT INCORPORATED INTO THIS CONTRACT. ALL TERMS ON ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTS ARE HEREBY CANCELED AND RENDERED NULL AND VOID TO THE EXTENT OF ANY CONFLICT AND/OR INCONSISTENCY WITH THIS CONTRACT, AND THIS CONTRACT SHALL CONTROL.**

b. Without limiting the foregoing, Contractor represents that before commencing Work on the Project, it shall have (i) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the plans and specifications and Baseline Schedule for the Project, it being Contractor's responsibility to stay informed regarding all changes to the jobsite, plans and specifications, and Baseline Schedule throughout the course of the Project; (ii) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the location of existing utilities; (iii) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to RID (damage found may later be charged to Contractor, if such damage is due to Contractor's negligence or breach of this Contract); (iv) verified that all Work, storage and access areas and surfaces relating to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and (v) notified RID, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite and/or in the plans and specifications, or in the work of others.

c. RID may provide a geotechnical engineer to provide testing for RID's quality assurance. RID's testing does not relieve Contractor of the sole obligation to provide RID with compaction, if any, required by this Contract. Contractor is solely responsible for all repairs caused by improper use of soils or compaction. Contractor may employ its own geotechnical engineer, at no cost to RID, to ensure that Contractor's obligations in this regard are fulfilled.

d. If applicable, it is Contractor's responsibility to schedule RID's geotechnical engineering and testing firm ("Testing Firm") not less than twenty four (24), but not more than seventy two (72) hours, prior to performing any structural soils placement. If the Testing Firm does not appear to test soils as scheduled, Contractor will do no structural soils placement until Contractor has notified RID in writing, and RID has returned written approval for the Work to continue. If Contractor places structural material without the Testing Firm approving the structural material placement, Contractor will be responsible for all costs associated with obtaining Testing Firm's approval. These costs are without limitation, and will include correction of Contractor's Work, as well as any other work, which may be affected by the unapproved structural soils placement, including any work subsequently placed on the unapproved structural soils.

e. Unless otherwise specified in the scope of Work, all soil movements necessary to complete the Work are included in the Contract Price, and RID will not be required to make any additional payment for such soil movements.

SECTION 4: PERFORMANCE

a. If Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, or use inferior materials or workmanship not satisfactory to RID, RID may, after five (5) business days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Prior to execution of this Contract, RID prepared and distributed a Baseline Schedule ("**Baseline Schedule**") outlining the timing of the Work to be performed by Contractor. The inability or refusal of Contractor to prosecute or complete the Work in the time provided in the Baseline Schedule shall at the option of RID, constitute sufficient grounds for the termination of this Contract for cause upon forty eight (48) hours' written notice; provided, however, RID shall have its remedies hereunder for breach of this Contract. RID may rearrange the items within the Baseline Schedule from time to time upon written notice to Contractor; provided, however, that RID may not shorten or lengthen the duration of the Baseline Schedule without obtaining the prior written approval of Contractor, which shall be documented by written Change Order.

b. Contractor shall coordinate its Work with RID and other contractors and subcontractors of RID so that there will be no delay or interference with the Work being performed by RID and its contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Contract, and should any such failure or refusal continue for forty-eight (48) hours, or other legally required times, after written notice to Contractor, then such failure shall constitute a material breach of this Contract. In addition to its other rights and remedies, such breach shall entitle RID to immediately terminate this Contract, and RID shall have the right, but not the obligation to remedy the situation with all Costs being borne by Contractor.

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RID's Initials _____

If RID exercises such right, RID may withhold all sums payable to Contractor, which withheld sums shall be an offset against RID's obligations to Contractor.

c. RID shall have no liability to Contractor if any other laborer, supplier, subcontractor or contractor fails to comply with its respective Baseline Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against RID caused by any delay for any cause whatsoever, even those delays caused by RID or those delays for which RID may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of RID or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to RID immediately upon the onset of such delay. For the purposes of this Contract, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either RID or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

d. Contractor shall give RID immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any materials, labor or other items necessary for Contractor to timely perform its obligations under this Contract. The giving of such notice shall not excuse Contractor from its obligations hereunder or under this Contract. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of materials as may be required to bring its Work into compliance with applicable requirements of this Contract; and (b) provide RID with priority of supply and labor over any other customer of Contractor, at no additional cost to RID, provided that such priority does not cause a default of the provisions of Contractor's agreements with other customers. In addition, RID may, at its sole discretion and option, locate, order and take delivery of the affected materials directly from the manufacturer or an alternative supplier. If RID exercises this option, then Contractor shall reimburse RID for all of its Costs associated therewith, and RID may, on a going forward basis, continue to order and take delivery of the affected materials directly from the manufacturer or an alternative supplier.

e. Upon breach of this Contract, in whole or in part by Contractor, or upon any assignment by Contractor, voluntarily, or by operation of law, or upon the commission of any act of bankruptcy by Contractor, or upon Contractor's failure or refusal to do any of the Work to be done hereunder to the satisfaction of RID, RID may, after ten (10) business days written notice to the Contractor, at its option personally, by agents, or other contractors, perform and complete said Work for the account and at the expense of Contractor and, inter alia, withhold from the price to be paid hereunder sufficient funds therefor. The foregoing does not limit RID's other remedies under this Contract.

f. **LIQUIDATED DAMAGES.** SUBJECT TO EXCUSED DELAYS FOR FORCE MAJEURE EVENTS, IF THE WORK IS NOT COMPLETED WITHIN THE TIME PERIODS SET FORTH IN THE BASELINE SCHEDULE (INCLUDING WITHOUT LIMITATION THE INDIVIDUAL MILESTONE DATES SET FORTH THEREIN), IT IS UNDERSTOOD THAT RID WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO RID, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, (i) [REDACTED] AND NO/100 DOLLARS (\$ [REDACTED]) FOR EACH WORKING DAY OF DELAY IN MEETING THE INDIVIDUAL MILESTONES SET FORTH IN THE BASELINE SCHEDULE, AND (ii) [REDACTED] AND NO/100 DOLLARS (\$ [REDACTED]) FOR EACH WORKING DAY OF DELAY IN FINAL COMPLETION OF THE WORK AS SET FORTH IN THE BASELINE SCHEDULE.

THE PROVISIONS OF THIS SECTION 4.f ARE EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO.

RID INITIALS: _____

CONTRACTOR INITIALS: _____

SECTION 5: LABOR

a. Contractor agrees that the manufacture, fabrication, erection or installation of any of Contractor's Work performed under this Contract shall be performed by persons acceptable to RID in its sole and absolute discretion. In the performance of the Work, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon written notice from RID. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

b. Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, RID and/or any other contractor or subcontractor on the Project. Contractor shall perform the Work with labor that is compatible with that of other trades performing work at the Project jobsite, and Contractor shall use its best efforts to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Contract, if such labor difficulties are caused by the action or inaction of Contractor.

c. Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in

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the United States, (b) Contractor will timely obtain, review and retain all documentation required by applicable law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all applicable laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

d. Contractor further agrees to make all contributions to any type of insurance, health and welfare or other similar plans initiated by any labor organizations having jurisdiction over Contractor's employees. Contractor further agrees to comply with all terms and conditions of any labor agreement now in existence and/or any revision or extension thereof that are binding upon RID, City, or Contractor.

SECTION 6: TAXES

Contractor agrees to pay any and all city, state, county or federal taxes, including, without limitation, all sales and/or use taxes, in connection with the Work and materials to be furnished hereunder.

SECTION 7: CHANGE ORDERS

a. It is understood and agreed that all labor and/or materials furnished by Contractor even though said labor and/or materials are not specifically required or demanded in this Contract, or the plans, specifications or drawings, and the same shall, nevertheless be deemed to be included within the scope of labor and/or materials properly and necessarily required for the performance hereof, subject only to the provisions set forth below. Should there be any discrepancies between the Contract Documents and Exhibit A or should any changes to the Contract Documents be required after the signing of this Contract, it shall be the responsibility of the Contractor to advise RID, in writing prior to performing the Work, of the discrepancies, changes and effects upon Contractor's portion of the Contract. The Contractor shall perform no additional work nor shall Contractor decrease Contractor's obligations in the Contract without the written consent and compensation adjustment from RID.

b. Contractor shall submit written requests for any changes to the Work. Change order requests will include the following information, as applicable: (a) a detailed description of the requested change; (b) the justification for the change; (c) any change in the Contract Price associated with the requested change; (d) any change to the unit price of materials, provided that in no event shall change order requests be accepted for materials price increases based on field measured quantities; (e) any projected adjustment to the Baseline Schedule associated with the requested change; and (f) the priority of the requested change. Contractor shall promptly respond to any inquiries from RID for additional information in connection with the change order request. No Work shall begin in connection with any request until Contractor has submitted a request for Change Order in the form attached hereto as Exhibit C-1, and both parties have executed a written change order for such Work ("Change Order") in the form attached as Exhibit C-2. If a proposed Change Order is not executed by both parties, the Work shall continue unaffected. If Contractor commences such Work prior to the execution of a requested Change Order, Contractor shall be solely responsible for all costs, fees and expenses incurred by Contractor in connection with such Work, and hereby relinquishes all claims against RID for any compensation or remuneration for such Work. No verbal commitments or other exceptions will be permitted. RID will advise Contractor of any limitations or requirements regarding which RID personnel have authority to agree to a Change Order. Any authorizations for additional Work shall be subject to the terms of this Contract and shall be authorized by a mutually executed Change Order or such other written documentation as may be provided by RID to Contractor. Should RID so request, Contractor shall perform such additional Work so long as RID agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Contract by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by RID and/or any adjustment in the Baseline Schedule shall not affect Contractor's obligation to perform such additional Work.

c. It is expressly agreed and understood by and between RID and the Contractor that no extra charges will be paid without written authorization; that the Contract Price includes performing all Work specified in this Contract according to specifications and acceptable to RID and that said Work must comply with all city, county, state and federal building codes and requirements.

SECTION 8: DEVIATIONS

Contractor shall make no changes and shall be responsible for any deviation from the plans, specifications and/or drawings that Contractor may make and may be required to cause any Work to conform strictly to the plans, specifications and/or drawings unless a written authorization of RID addressed to the Contractor shall be given setting forth specifically in detail what changes shall be made. It shall be deemed that the cost of changes, unless otherwise specifically agreed upon in writing, shall not exceed a credit for the work not required to be done.

SECTION 9: SAFETY (CAL/OSHA)

a. Contractor, Contractor's employees, Contractor's subcontractors and their employees shall comply with all applicable federal, state, local and any other legally required safety and health standards, orders, rules, regulations or other laws. Contractor shall bear full financial responsibility, as between the parties to this Contract, for the compliance of persons mentioned in the previous sentence.

b. Contractor acknowledges that the Occupational Safety and Health Act of 1970, and all applicable state and local laws related to occupational health and safety (all, as amended from time to time, the "OSHA Regulations"), require, among other things, all contractors and

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subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations under Section 9 or 10 or any other provision of this Contract, as follows:

1. Contractor will fully comply with the OSHA Regulations and will cooperate with RID and all other contractors of RID in order to assure compliance with the OSHA Regulations.
2. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for RID's review all records and logs indicating such training was administered by Contractor to its employees.
3. Contractor will assist RID in complying with the OSHA Regulations, including the preparation of a spill prevention, control and countermeasures plan (SPCC).
4. Before using any chemicals in its performance of the Work for RID or incorporating any chemicals into materials supplied to RID or to the Project jobsite, Contractor must give RID prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to RID.

RID has entered into this Contract with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to RID (potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if RID identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by RID by Contractor (or its employees or Contractor's Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that RID may have under this Contract, reimburse RID for all direct and indirect costs, fees, damages and expenses incurred or paid by RID, including, without limitation, replacement material, equipment and/or product costs, labor costs, production stoppage costs, and reasonable legal fees and expenses (collectively, "Costs") associated therewith. RID may offset or back-charge these Costs against amounts that may otherwise be due from RID to Contractor under this Contract. Although RID has the right to do so, RID has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and its employees and Contractor's Agents). RID's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by RID shall in no way waive any of RID's rights and remedies available under this Contract or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving RID the right to exercise any remedies available under this Contract. Contractor will fully comply (and will cause its employees and Contractor's Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that RID may choose to put in place. Even though RID may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Contractor's Agents and that RID assumes no responsibility or obligation for their safety.

c. Without limiting the foregoing, should Contractor, Contractor's employees, Contractor's subcontractors or their employees fail to comply, within twenty-four (24) hours from the time RID or any governmental agency issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any governmental agency, whichever period is shorter, RID may give written notice of default to Contractor for failure to perform in accordance with the terms of this Contract. Failure of Contractor to cure such default within twenty-four (24) hours after such notice shall give RID the option of:

1. Without terminating this Contract or the obligation of Contractor, RID may perform such portion of the Work or may furnish any materials, equipment or other items required, as RID, in its sole discretion, may deem necessary to avoid noncompliance with any applicable safety or health laws. The cost of such Work or materials, equipment or other items shall be deducted from the Contract Price, and, in the event the cost of such Work or materials or other items of any nature exceeds the balance due Contractor, such excess shall be immediately due and owing from Contractor to RID.
2. Without terminating this Contract, RID may eject Contractor from the jobsite, and RID shall have the further option of: (i) completing the Work or any portion thereof itself; or (ii) having the Work, in whole or in part, completed by others. The foregoing right to eject Contractor shall not be construed to deny RID any other right or remedy which it may have under this Contract, at law or in equity.
3. Contractor shall be liable for all damages suffered by RID by reason of Contractor's default and exercise of the option by RID to eject Contractor shall not relieve Contractor of such liability. Contractor shall have no right to receive any further payment after default until such time as the Work has been completed and RID's damages, if any, ascertained and satisfied.

SECTION 10: PROTECTION AGAINST INJURY

a. Contractor agrees to protect Contractor's own work and to be responsible therefore under all circumstances and for the condition thereof until final acceptance of the Work; to protect adjacent property from injury arising out of Contractor's work, and to be financially responsible for any such damages or injuries. In connection therewith:

1. All materials delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such materials. Failure of materials to conform to the specifications shall be cause for rejection, and Contractor shall not install or use any damaged materials.

EXHIBIT "D"

BILL OF SALE AND ASSIGNMENT (POLICE STATION)

THIS BILL OF SALE AND ASSIGNMENT ("*Assignment*") is executed and delivered effective as of _____, 20__, by **RIVER ISLANDS DEVELOPMENT, LLC**, a California limited liability company ("*Assignor*"), for the benefit of the **CITY OF LATHROP**, a municipal corporation of the State of California ("*Assignee*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions entered into as of _____, 2018, between Assignor and Assignee ("*Purchase Agreement*").

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee, to the extent assignable, on an AS-IS and non-exclusive basis, with no representation or warranty whatsoever by Assignor and with no recourse by Assignee to Assignor and solely with respect to the Police Station acquired by Assignee concurrently with the execution of this Assignment: (a) all appurtenant rights, privileges, tenements, estates, interests and easements to the extent relating to the Police Station; (b) all improvements on and under the Police Station as of the date hereof; (c) all governmental licenses, permits, approvals, applications, certificates and any other development rights relating to the Police Station, if any, in effect as of the date hereof; provided, however, that Assignor reserves the right to retain, and Assignee shall have no rights whatsoever with respect to, all fee credits, refunds, rebates, utility true-ups and other payments, credits, allocations and benefits from governmental agencies or quasi-governmental agencies that derive in any way from agreements made, monies paid, lands dedicated or improvements or services provided by or on behalf of Assignor or its predecessor in interest in connection with the Police Station; (d) to the extent within the actual possession or control of Assignor, all plans and specifications relating to the development of the Police Station or improvements thereon, and all engineering, environmental, soil, seismic and geologic reports, studies and certificates and other documents relating to the development of the Police Station or improvements thereon; (e) all present and future claims, causes of action and other rights of any nature, whether in contract or in tort, that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier based upon agreements with such third-parties in connection with the design and/or construction of the Police Station including without limitation all rights to insurance proceeds and recovery against bonds to the extent applicable to the Police Station and rights under the agreements listed on **Schedule 1** attached hereto ("*Construction Contracts*") and (f) all warranties, indemnities and guarantees to the extent relating to the Police Station and improvements constructed thereon (collectively "*Assigned Rights*"); provided, however, that in all cases Assignor shall have jointly with Assignee the same rights assigned to Assignee pursuant to this Assignment so that Assignor shall not be precluded from prosecuting any warranty, correction, guaranty, indemnity, insurance, bond or other like claim that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier, whether in connection with their work performed for other property owned by Assignor or in connection with the Police Station.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee or its successors and/or assigns any new or confirmatory instruments, and do and perform any other acts which Assignee or its successors and/or assigns may request in order to fully transfer possession and control of, and protect the rights of Assignee, its nominees, successors and/or assigns in, the assets of Assignor intended to be transferred and assigned hereby.

This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed and delivered by the Assignor to the Assignee as of the Effective Date.

Assignor:

RIVER ISLANDS DEVELOPMENT, LLC, a
California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

Schedule 1 to Exhibit "D"

Construction Contracts

[TO BE ATTACHED]

EXHIBIT "E"

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company (the "**Transferor**"), the undersigned hereby certifies the following:

1. The real property interest being transferred by the Transferor consists of an interest in the real property in the City of Lathrop, County of San Joaquin, State of California;
2. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Transferor/seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
4. Transferor's U.S. tax payer identification number is 46-1242903; and
5. Transferor's business address is:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury, I, the undersigned, declare that I have examined this certification and that, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of the Transferor.

Dated: _____

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____

Name: Susan Dell'Osso

Its: President

SCHEDULE “1”

TITLE REPORT

[To Be Attached]



OLD REPUBLIC
TITLE COMPANY

1140 Scenic Drive #110
Modesto, CA 95350
(209) 544-1823 Fax: (209) 544-9549

PRELIMINARY REPORT

Version 1

RIVER ISLANDS DEVELOPMENT, LLC
73 W Stewart Road
Lathrop, CA 95330

Our Order Number 1614020092-KB

Customer Reference River Islands Police Station

When Replying Please Contact:

Katherine Blanco
KBlanco@ortc.com
(209) 544-1823

Property Address:

A portion of APN: 213-310-33 , Lathrop, CA 95330

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 26, 2018, at 7:30 AM

OLD REPUBLIC TITLE COMPANY

For Exceptions Shown or Referred to, See Attached

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The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee as to Parcel(s) ONE and an Easement as to Parcel(s) TWO and THREE

Title to said estate or interest at the date hereof is vested in:

Califia, LLC, a California limited liability company

The land referred to in this Report is situated in the County of San Joaquin, City of Lathrop, State of California, and is described as follows:

PARCEL ONE:

Being a portion of Lot 3, as said Lot is described in the Grant Deed to Califia, LLC, recorded April 24, 2015, as Document Number 2015-046191, Official Records of San Joaquin County, more particularly described as follows:

Commencing at a point on the Southeastern line of the Public Access and Public Utility Easement Deed, recorded May 27, 2016, as Document Number 2016-061416, San Joaquin County Records, said point being at the Southwesterly terminus of course L16, labeled as "North 31° 37' 00" East 404.82 feet", as said course is shown on Sheet 3 of the plat for said Public Access and Public Utility Easement Deed (Document Number 2016-061416); thence, continuing along said Southeastern line, along a tangent curve to the right, having a radius of 2,163.00 feet, through a central angle of 02° 52' 35", an arc distance of 108.59 feet; thence, leaving said Southeastern line, South 71° 16' 46" East 95.69 feet; thence, along a tangent curve to the right, having a radius of 300.00 feet, through a central angle of 13° 07' 02", and arc distance of 68.68 feet; thence, South 58° 09' 44" East 11.65 feet to the Point of Beginning, said point hereinafter referred to as Point 'A'; thence, from said point of beginning, North 34° 03' 42" East 13.77 feet; thence, along a non-tangent curve to the right, having a radius of 314.00 feet, from which the center of said curve bears North 34° 03' 42" East, through a central angle of 02° 57' 24", an arc distance of 16.20 feet; thence, South 52° 58' 54" East 22.98 feet; thence, along a non-tangent curve to the right, having a radius of 311.13 feet, from which the center of said curve bears North 37° 01' 06" East, through a central angle of 24° 35' 12", an arc distance of 133.51 feet, to the Western Line of Unit A, as said Unit A is described in the Easement Deed recorded September 14, 2015, as Document Number 2015-111335, San Joaquin County Records; thence, along said Western line the following three (3) courses: (1) South 00° 12' 24" West 13.10 feet; (2) South 01° 25' 58" West 271.13 feet; and (3) South 04° 47' 23" West 262.41 feet; thence, leaving said Western line, North 85° 12' 37" West 44.95 feet to a point hereinafter referred to as Point 'B'; thence, North 85° 12' 37" West 69.16 feet; thence, North 623.53 feet; thence, North 34° 03' 42" East 30.04 feet to said point of beginning.

Bearings are based on the California Coordinate System Zone 3, CCS83, per the Record of Survey filed August 4, 2004, in Book 35 of Surveys, at Page 142, San Joaquin County Records. Distances shown are ground distances.

Excepting therefrom an undivided 95% interest in all minerals, oil, gas and hydrocarbons located at least 500 feet below the surface of the property, as reserved in the Grant Deed recorded March 30, 2001 as Document Number 01046177, San Joaquin County Records.

PARCEL TWO:

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An non-exclusive easement for ingress, egress and utility purposes on, over, under and across the following described parcel of land:

Being a strip of land thirty-six (36.00) feet wide, measured twenty-two (22.00) feet to the left, and fourteen feet (14.00) feet to the right, of the alignment described as follows:

Beginning at the aforementioned Point 'A'; thence, from said point of beginning, North 58° 09' 44" West 11.65 feet; thence, along a tangent curve to the left, having a radius of 300.00 feet, through a central angle of 13° 07' 02", an arc distance of 68.68 feet; thence, North 71° 16' 46" West 95.69 feet to the Southeastern line of the Public Access and Public Utility Easement Deed, recorded May 27, 2016, as Document Number 2016-061416, San Joaquin County Records, and there terminating.

The sidelines of said strip shall be lengthened or shortened to the Northwest to terminate on said Southeastern line, and to terminate to the Southeast on the Northwest line of PARCEL ONE described above.

Bearings are based on the California Coordinate System Zone 3, CCS83, per the Record of Survey filed August 4, 2004, in Book 35 of Surveys, at Page 142, San Joaquin County Records. Distances shown are ground distances.

PARCEL THREE:

An non-exclusive easement for ingress and egress on, over, and across the following described parcel of land:

Being a strip of land Twenty-Four (24.00) feet wide, the centerline of which is described as follows:

Beginning at the aforementioned Point 'B'; thence, from said point of beginning, South 04° 18' 18" West 46.20 feet; thence, along a tangent curve to the left, having a radius of 550.00 feet, through a central angle of 04° 18' 18", an arc distance of 41.33 feet; thence, South 80.33 feet; thence, along a tangent curve to the right, having a radius of 31.00 feet, through a central angle of 90° 00' 00", an arc distance of 48.69 feet; thence, West 44.12 feet and there terminating.

The sidelines of said strip shall be lengthened or shortened to the North to terminate on the Southern line of PARCEL ONE described above.

Bearings are based on the California Coordinate System Zone 3, CCS83, per the Record of Survey filed August 4, 2004, in Book 35 of Surveys, at Page 142, San Joaquin County Records. Distances shown are ground distances.

Being a portion of APN: 213-310-33

NOTE: It is anticipated that the use of this legal description will not be in violation of the Subdivision Map Act by reason of the approval by the City of Lathrop.

Any use of this legal description prior to such approval or without satisfactory evidence of compliance with or non-violation of the Act, shall be deemed to be without the consent of Old Republic Title and/or its underwriters.

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, as follows:

Assessor's Parcel No	:	213-310-33	
Bill No.	:	213310330000	
Code No.	:	007-091	
1st Installment	:	\$337,320.32	Marked Paid
2nd Installment	:	\$337,320.32	Marked Paid
Land Value	:	\$1,834,359.00	

Affects this and other property not described herein
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. Regulations, levies, liens, and assessments, if any, of Lathrop Irrigation District.
5. Regulations, levies, liens, and assessments, if any, of South Delta Water Agency.
6. Regulations, levies, liens, and assessments, if any, of Reclamation District No. 2062.
7. Regulations, levies, liens, and assessments, if any, of the Sacramento - San Joaquin Drainage District.

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8. Any special tax which is now a lien and that may be levied within the River Islands Public Financing Authority Community Facilities District No. 2003-1 (Public Improvements), a notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

9. Any special tax which is now a lien and that may be levied within the Improvement Area No. 1 of the Banta Elementary School District Community Facilities District No. 2011-1 (River Island School Facilities), a notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

10. Any special tax which is now a lien and that may be levied within the River Islands Public Financing Authority Community Facilities District No. 2015-1 (Public Improvement Financing), a notice of which was recorded as follows:

Instrument Entitled : Notice of Special Tax Lien
By : River Islands Public Financing Authority
Recorded : December 1, 2015 in Official Records under Recorder's Serial
Number 2015-141471

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: In connection therewith, a document as follows:

Entitled : First Amendment to Notice of Special Tax Lien
By : River Islands Public Financing Authority
Recorded : October 27, 2016 in Official Records under Recorder's Serial
Number 2016-132456

NOTE: In connection therewith, a document as follows:

Entitled : Second Amendment to Notice of Special Tax Lien
By : River Islands Public Financing Authority
Recorded : January 5, 2017 in Official Records under Recorder's Serial
Number 2017-001733

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11. Water rights, claims or title to water, whether or not shown by the public records.
12. Those certain covenants and conditions as disclosed by deed recorded March 30, 2001 in Official Records under Recorder's Serial Number 01046177, and the effect of any failure to comply therewith.

13. Agreement for : School Impact Mitigation
Executed By : Califia LLC, a California limited liability company, doing business as River Islands at Lathrop, The Cambay Group, Inc., a California corporation
and Between : Tracy Unified School District

On the terms, covenants and conditions contained therein,

Dated : January 21, 2003
Recorded : February 6, 2003 in Official Records under Recorder's Serial Number 2003-027481

14. Agreement for : School Impact Mitigation
Executed By : Califia LLC, a California limited liability company, The Cambay Group, Inc., a California corporation
and Between : Banta Elementary School District

On the terms, covenants and conditions contained therein,

Dated : January 27, 2003
Recorded : March 7, 2003 in Official Records under Recorder's Serial Number 2003-051835

As amended by the Amended and Restated Master School Impact Mitigation Agreement by and between Califia, LLC, a California limited liability company; The Cambay Group, Inc., a California corporation and Banta Elementary School District, dated October 13, 2011, and recorded October 27, 2011 in Official Records under Recorder's Serial Number 2011-131541.

As amended by the First Amendment to Amended and Restated Master School Impact Mitigation Agreement by and between Califia, LLC, a California limited liability company; The Cambay Group, Inc., a California corporation and Banta Elementary School District, dated June 5, 2012, and recorded June 28, 2012 in Official Records under Recorder's Serial Number 2012-081053.

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15. Agreement for : Development
Executed By : Califia, LLC, a California limited liability company and The Cambay
Group, a California corporation
and Between : The City of Lathrop, a municipal corporation

On the terms, covenants and conditions contained therein,

Dated : February 4, 2003
Recorded : March 31, 2003 in Official Records under Recorder's Serial Number
2003-069319

As amended by the First Amendment to 2003 Amended and Restated Development
Agreement by and between the City of Lathrop and Califia, LLC, dated July 12, 2005, and
recorded October 19, 2005 in Official Records under Recorder's Serial Number 2005-260875.

As amended by the Second Amendment to 2003 Amended and Restated Development
Agreement by and between the City of Lathrop and Califia, LLC, dated November 5, 2012,
and recorded November 6, 2012 in Official Records under Recorder's Serial Number 2012-
145503.

Transfer Agreement by and between Califia, LLC, a California limited liability company and
River Islands Development, LLC, a California limited liability company recorded December 17,
2012 in Official Records under Recorder's Serial Number 2012-166367.

Transfer Agreement by and between Califia, LLC, a California limited liability company and
River Islands Development, LLC, a California limited liability company recorded December 17,
2012 in Official Records under Recorder's Serial Number 2012-166368.

As amended by the Third Amendment to 2003 Amended and Restated Development
Agreement by and between the City of Lathrop and River Islands Development, LLC, dated
October 7, 2013, and recorded December 20, 2013 in Official Records under Recorder's
Serial Number 2013-156622.

As amended by the Fourth Amendment to 2003 Amended and Restated Development
Agreement by and between the City of Lathrop and River Islands Development, LLC, dated
March 16, 2015, and recorded April 15, 2015 in Official Records under Recorder's Serial
Number 2015-042142.

Transfer Agreement by and between Califia, LLC, a California limited liability company and
River Islands Development, LLC, a California limited liability company recorded May 8, 2015
in Official Records under Recorder's Serial Number 2015-052838.

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Transfer Agreement by and between Califia, LLC, a California limited liability company and River Islands Development, LLC, a California limited liability company recorded February 3, 2016 in Official Records under Recorder's Serial Number 2016-017194.

16. The effect, if any, of the Record of Survey filed August 4, 2004 in Book 35 of Surveys, at Page 142, San Joaquin County Records.

17. Agreement for : Fire Service Mitigation
Executed By : Califia LLC, River Islands Development LLC
and Between : the Lathrop-Manteca Fire Protection District

On the terms, covenants and conditions contained therein,

Dated : September 18, 2013
Recorded : December 20, 2013 in Official Records under Recorder's Serial
Number 2013-156623

18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
Granted To : the Sacramento and San Joaquin Drainage District
For : flood control project
Dated : July 22, 2015
Recorded : September 14, 2015 in Official Records under Recorder's Serial
Number 2015-111334
Affects : A portion of said land as more specifically described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

19. Terms and conditions contained in the Grant above referred to.

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20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Public Access and Public Utility Easement Deed
Granted To : the City of Lathrop
For : public access and public utility
Dated : May 25, 2016
Recorded : May 27, 2016 in Official Records under Recorder's Serial Number 2016-061416
Affects : A portion of said land as more specifically described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

21. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to Califia, LLC, a California Limited Liability Company:

1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).
3. Recording a Certified copy of said LLC-1 and any "amendments thereto".

22. NOTE: Information in possession of this Company indicates the possibility of a division of land ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act (66410 et seq. Government Code). As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:

- a. The recording of a subdivision map in compliance with statutes or related local ordinances; or
- b. The recording of a parcel map in compliance with statutes or related local ordinances; or
- c. The recording of a Certificate of Compliance, as provided by statute; or
- d. The recording of a waiver as provided by Government Code Section 66428; or
- e. Submission of other satisfactory evidence of compliance with or non-violation of the Act.

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
Entitled : Grant Deed
By/From : Califa, LLC, a California limited liability company
To : Califa, LLC, a California limited liability company
Dated : April 23, 2015
Recorded : April 24, 2015 in Official Records under Recorder's Serial Number
2015-046191

C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



SCHEDULE “2”

APPRAISAL

[To Be Attached]

B3

**BILL OF SALE AND ASSIGNMENT
(POLICE STATION)**

THIS BILL OF SALE AND ASSIGNMENT ("**Assignment**") is executed and delivered effective as of August 9, 2021, by **RIVER ISLANDS DEVELOPMENT, LLC**, a Delaware limited liability company ("**Assignor**"), for the benefit of the **CITY OF LATHROP**, a municipal corporation of the State of California ("**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions entered into as of June 25, 2018, between Assignor and Assignee ("**Purchase Agreement**").

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee, to the extent assignable, on an AS-IS and non-exclusive basis, with no representation or warranty whatsoever by Assignor and with no recourse by Assignee to Assignor and solely with respect to the Police Station acquired by Assignee concurrently with the execution of this Assignment: (a) all appurtenant rights, privileges, tenements, estates, interests and easements to the extent relating to the Police Station; (b) all improvements on and under the Police Station as of the date hereof; (c) all governmental licenses, permits, approvals, applications, certificates and any other development rights relating to the Police Station, if any, in effect as of the date hereof, provided that Assignor reserves the right to retain, and Assignee shall have no rights whatsoever with respect to, all fee credits, refunds, rebates, utility true-ups and other payments, credits, allocations and benefits from governmental agencies or quasi-governmental agencies that derive in any way from agreements made, monies paid, lands dedicated or improvements or services provided by or on behalf of Assignor or its predecessor in interest in connection with the Police Station; (d) to the extent within the actual possession or control of Assignor, all plans and specifications relating to the development of the Police Station or improvements thereon, and all engineering, environmental, soil, seismic and geologic reports, studies and certificates and other documents relating to the development of the Police Station or improvements thereon; (e) all present and future claims, causes of action and other rights of any nature, whether in contract or in tort, that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier based upon agreements with such third-parties in connection with the design and/or construction of the Police Station including without limitation all rights to insurance proceeds and recovery against bonds to the extent applicable to the Police Station and rights under the agreements listed on **Schedule 1** attached hereto ("**Construction Contracts**") and (f) all warranties, indemnities and guarantees to the extent relating to the Police Station and improvements constructed thereon (collectively "**Assigned Rights**"), provided that in all cases Assignor shall have jointly with Assignee the same rights assigned to Assignee pursuant to this Assignment so that Assignor shall not be precluded from prosecuting any warranty, correction, guaranty, indemnity, insurance, bond or other like claim that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier, whether in connection with their work performed for other property owned by Assignor or in connection with the Police Station.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee or its successors and/or assigns any new or confirmatory instruments, and do and perform any other acts which Assignee or its successors

and/or assigns may request in order to fully transfer possession and control of, and protect the rights of Assignee, its nominees, successors and/or assigns in, the assets of Assignor intended to be transferred and assigned hereby.

This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

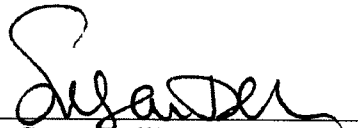
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed and delivered by the Assignor to the Assignee as of the Effective Date.

Assignor:

RIVER ISLANDS DEVELOPMENT, LLC,
a Delaware limited liability company

By:


Susan Dell'Osso, President

Schedule 1

Construction Contracts

1. Professional Services Agreement dated April 2 2018, Contract No. RID2018-336
(LDA Partners)
2. Professional Services Agreement dated March 20, 2019, Contract No. RID2019-361
(LDA Partners)
3. Construction Agreement dated July 16, 2019, Contract RID2019-369
(Power Systems Design)
4. Professional Services Agreement dated July 19, 2019, Contract No. RID2019-370
(O'Dell Engineering)
5. Construction Agreement dated August 27, 2019, Contract No. RID2019-372
(Hale Construction, Inc.)
6. Professional Services Agreement dated September 3, 2019, Contract No. RID2019-373
(Engeo, Inc.)
7. Trade Contractor Agreement dated September 12, 2019, Contract No. RID2019-377
(Hale Construction, Inc.)
8. Professional Services Agreement dated August 3, 2020, Contract No. RID2020-028
(Engeo, Inc.)

ASSIGNMENT OF CONSTRUCTION CONTRACTS (POLICE STATION)

THIS ASSIGNMENT OF CONSTRUCTION CONTRACTS ("*Assignment*") is executed and delivered effective August 9, 2021, by **ISLAND RECLAMATION DISTRICT NO. 2062**, a California public agency ("*Assignor*"), for the benefit of the **CITY OF LATHROP**, a municipal corporation of the State of California ("*Assignee*").

RECITALS

A. Assignor has entered into certain agreements for construction services within the River Islands Project in the City of Lathrop, County of San Joaquin, State of California ("*Construction Agreements*").

B. River Islands Development, LLC, a Delaware limited liability company, as Seller, and Assignee, as Buyer, entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of June 25, 2018 ("*Purchase Agreement*").

C. In order to assign certain contractual rights relating to improvements, Assignee and Sellers desire to include Construction Agreements between Assignor and applicable contractors by this Assignment.

D. Assignor desires to assign all such Construction Agreements to Assignee at the close of escrow, without regard as to timing, to the extent that Construction Agreements executed by Assignor are included therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor does hereby assign to Assignee, to the extent assignable, on an AS-IS and non-exclusive basis, with no representation or warranty whatsoever by Assignor and with no recourse by Assignee to Assignor and solely with respect to the Police Station acquired by Assignee concurrently with the execution of this Assignment: (a) all appurtenant rights, privileges, tenements, estates, interests and easements to the extent relating to the Police Station; (b) all improvements on and under the Police Station as of the date hereof; (c) all governmental licenses, permits, approvals, applications, certificates and any other development rights relating to the Police Station, if any, in effect as of the date hereof, provided that Assignor reserves the right to retain, and Assignee shall have no rights whatsoever with respect to, all fee credits, refunds, rebates, utility true-ups and other payments, credits, allocations and benefits from governmental agencies or quasi-governmental agencies that derive in any way from agreements made, monies paid, lands dedicated or improvements or services provided by or on behalf of Assignor or its predecessor in interest in connection with the Police Station; (d) to the extent within the actual possession or control of Assignor, all plans and specifications relating to the development of the Police Station or improvements thereon, and all engineering, environmental, soil, seismic and geologic reports, studies and certificates and other documents relating to the development of the Police Station or improvements thereon; (e) all present and future claims, causes of action and other rights of any nature, whether in contract or in tort, that Assignor may have against any

engineer, consultant, contractor, subcontractor or supplier based upon agreements with such third-parties in connection with the design and/or construction of the Police Station including without limitation all rights to insurance proceeds and recovery against bonds to the extent applicable to the Police Station and rights under the agreements listed on **Schedule 1** attached hereto (“**Construction Contracts**”) and (f) all warranties, indemnities and guarantees to the extent relating to the Police Station and improvements constructed thereon (collectively “**Assigned Rights**”), provided that in all cases Assignor shall have jointly with Assignee the same rights assigned to Assignee pursuant to this Assignment so that Assignor shall not be precluded from prosecuting any warranty, correction, guaranty, indemnity, insurance, bond or other like claim that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier, whether in connection with their work performed for other property owned by Assignor or in connection with the Police Station.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee or its successors and/or assigns any new or confirmatory instruments, and do and perform any other acts which Assignee or its successors and/or assigns may request in order to fully transfer possession and control of, and protect the rights of Assignee, its nominees, successors and/or assigns in, the assets of Assignor intended to be transferred and assigned hereby.

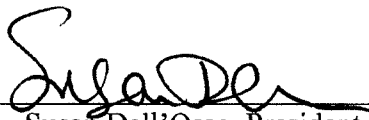
This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed and delivered by the Assignor to the Assignee as of the Effective Date.

Assignor:

ISLAND RECLAMATION DISTRICT NO. 2062,
a California public agency

By: _____
Susan Dell'Osso, President

Schedule 1

Construction Contracts

1. Professional Services Agreement dated August 6, 2019, Contract No. RD2020-072
(Engeo, Inc.) C.O. #12

ASSIGNMENT OF CONSTRUCTION CONTRACTS (POLICE STATION)

THIS ASSIGNMENT OF CONSTRUCTION CONTRACTS ("*Assignment*") is executed and delivered effective August 9, 2021, by **RIVER ISLANDS CONSTRUCTION, LLC**, a Delaware limited liability company ("*Assignor*"), for the benefit of the **CITY OF LATHROP**, a municipal corporation of the State of California ("*Assignee*").

RECITALS

A. Assignor has entered into certain agreements for construction services within the River Islands Project in the City of Lathrop, County of San Joaquin, State of California ("*Construction Agreements*").

B. River Islands Development, LLC, a Delaware limited liability company, as Seller, and Assignee, as Buyer, entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of June 25, 2018 ("*Purchase Agreement*").

C. In order to assign certain contractual rights relating to improvements, Assignee and Sellers desire to include Construction Agreements between Assignor and applicable contractors by this Assignment.

D. Assignor desires to assign all such Construction Agreements to Assignee at the close of escrow, without regard as to timing, to the extent that Construction Agreements executed by Assignor are included therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor does hereby assign to Assignee, to the extent assignable, on an AS-IS and non-exclusive basis, with no representation or warranty whatsoever by Assignor and with no recourse by Assignee to Assignor and solely with respect to the Police Station acquired by Assignee concurrently with the execution of this Assignment: (a) all appurtenant rights, privileges, tenements, estates, interests and easements to the extent relating to the Police Station; (b) all improvements on and under the Police Station as of the date hereof; (c) all governmental licenses, permits, approvals, applications, certificates and any other development rights relating to the Police Station, if any, in effect as of the date hereof, provided that Assignor reserves the right to retain, and Assignee shall have no rights whatsoever with respect to, all fee credits, refunds, rebates, utility true-ups and other payments, credits, allocations and benefits from governmental agencies or quasi-governmental agencies that derive in any way from agreements made, monies paid, lands dedicated or improvements or services provided by or on behalf of Assignor or its predecessor in interest in connection with the Police Station; (d) to the extent within the actual possession or control of Assignor, all plans and specifications relating to the development of the Police Station or improvements thereon, and all engineering, environmental, soil, seismic and geologic reports, studies and certificates and other documents relating to the development of the Police Station or improvements thereon; (e) all present and future claims, causes of action and other rights of any nature, whether in contract or in tort, that Assignor may have against any

engineer, consultant, contractor, subcontractor or supplier based upon agreements with such third-parties in connection with the design and/or construction of the Police Station including without limitation all rights to insurance proceeds and recovery against bonds to the extent applicable to the Police Station and rights under the agreements listed on **Schedule 1** attached hereto ("**Construction Contracts**") and (f) all warranties, indemnities and guarantees to the extent relating to the Police Station and improvements constructed thereon (collectively "**Assigned Rights**"), provided that in all cases Assignor shall have jointly with Assignee the same rights assigned to Assignee pursuant to this Assignment so that Assignor shall not be precluded from prosecuting any warranty, correction, guaranty, indemnity, insurance, bond or other like claim that Assignor may have against any engineer, consultant, contractor, subcontractor or supplier, whether in connection with their work performed for other property owned by Assignor or in connection with the Police Station.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee or its successors and/or assigns any new or confirmatory instruments, and do and perform any other acts which Assignee or its successors and/or assigns may request in order to fully transfer possession and control of, and protect the rights of Assignee, its nominees, successors and/or assigns in, the assets of Assignor intended to be transferred and assigned hereby.

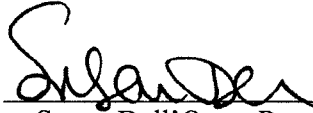
This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed and delivered by the Assignor to the Assignee as of the Effective Date.

Assignor:

RIVER ISLANDS CONSTRUCTION, LLC,
a Delaware limited liability company

By: _____
Susan Dell'Osso, President

Schedule 1

Construction Contracts

1. Construction Agreement dated July 23, 2020, Contract No. RIC2020-008
(Hale Construction, Inc.)
2. Construction Agreement dated July 29, 2020, Contract No. RIC2020-010
(Hale Construction, Inc.)
3. Professional Services Agreement dated August 3, 2020, Contract No. RIC2020-026
(O'Dell Engineering)
4. Construction Agreement dated May 12, 2021 Contract No. RIC2021-098
(Arrow Sign Co.)

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company ("**Transferor**"), the undersigned hereby certifies the following:

1. The real property interest being transferred by the Transferor consists of an interest in the real property in the City of Lathrop, County of San Joaquin, State of California;
2. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Transferor/seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
4. Transferor's U.S. tax payer identification number is 46-1242903; and
5. Transferor's business address is:

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury, I, the undersigned, declare that I have examined this certification and that, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of the Transferor.

Dated: 8/2/2021

RIVER ISLANDS DEVELOPMENT, LLC
a California limited liability company

By: _____

Susan Dell'Osso, President

**ASSIGNMENT AND ASSUMPTION OF
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

This Assignment and Assumption of Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“**Assignment**”) is made and entered into on July 30, 2021 (“**Effective Date**”), by and between RIVER ISLANDS DEVELOPMENT, LLC, a Delaware limited liability company (“**Assignor**”), and CALIFIA, LLC, a California limited liability company (“**Assignee**”).

RECITALS

A. Assignor is party to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (as amended “**Purchase Agreement**”) dated June 25, 2018, entered into between Assignor as Seller and CITY OF LATHROP, a municipal corporation, as Buyer, for the purchase of a Police Station (as defined therein) located within the River Islands Project. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Assignor desires to jointly assign its rights, interests and obligations in the Land under the Purchase Agreement to Assignee, and Assignee desires to jointly assume such interests, obligations and liabilities of Assignor under the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title, claim and interest in the Land under the Purchase Agreement; provided that in all cases Assignor shall have jointly with Assignee the same rights assigned to Assignee pursuant to this Assignment.

2. Assumption. Assignee hereby acknowledges and agrees to all of the terms of the Purchase Agreement as to the Land and accepts the foregoing assignment and assumes and agrees to perform all obligations of Assignee as Seller as to the Land under the Purchase Agreement in accordance with the terms thereof; provided that in all cases Assignor shall have jointly with Assignee the same obligations assigned to Assignee pursuant to this Assignment.

3. Exclusions. This Assignment shall expressly exclude that certain Police Station Construction Agreement for River Islands Police Station dated June 25, 2018, between Assignor and Buyer (“**Construction Agreement**”), to which the Purchase Agreement was attached as an exhibit. Assignor acknowledges that, notwithstanding such assignment and assumption, Assignor shall remain primarily obligated under the Construction Agreement, and Assignor and Assignee shall be co-obligors under the Purchase Agreement with joint and several liability for the performance of obligations therein pursuant to this Assignment.

4. Indemnity. Assignor hereby agrees to indemnify, defend and hold harmless Assignee with respect to any claims, liabilities or damages arising under the Purchase Agreement prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor with respect to any claims, liabilities or damages arising under the Purchase Agreement on or after the Effective Date.


5. Counterparts. This Assignment may be executed in multiple counterparts (including electronic or facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute an agreement binding on all parties.

6. Effect of Assignment. Except as expressly modified by this Assignment, the Purchase Agreement shall continue in full force and effect in accordance with its terms, and the signatories below hereby ratify and affirm all of their respective rights and obligations under the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, this Assignment shall govern.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Assignment effective as of the Effective Date.


ASSIGNEE

CALIFIA, LLC
a California limited liability company

By: 
Susan Dell'Osso, President

ASSIGNOR

RIVER ISLANDS DEVELOPMENT, LLC
a Delaware limited liability company

By: 
Susan Dell'Osso, President

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ITEM: AMEND CALPERS CONTRACT TO ADD A POLICE SAFETY RETIREMENT FORMULA

RECOMMENDATION: Council to Adopt a Resolution of Intention to Amend the Contract Between the Board of Administration of the California Public Employees Retirement System and the City of Lathrop

SUMMARY:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

One of the initial steps of the plan to form the Police Department recognizes the importance of adding a California Public Employee's Retirement System (CalPERS) safety member retirement plan.

Most cities that have a Police Department in the State of California provide for a safety member retirement plan through the California Public Employees' Retirement System (CalPERS). To stay competitive with other cities and to attract and retain sworn officer employees, it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the retirement system. CalPERS is a defined benefit plan. Benefits are based on the member's age, service credit and 3-year highest average compensation at retirement. Under most benefit formulas, members become fully vested with five years of service credit and the minimum retirement age is 50.

By adopting the Resolution of Intention, the City will be electing to provide Section 7522.25(d) (2.7% @ 57 full formula) which does not provide for coordination with Social Security (the City does not participate in social security for its full-time employees).

This formula provides to members 2.7% of the highest 3-year average compensation times the years of service at age 57 for eligible service credited with that employer.

BACKGROUND:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**AMENDMENT TO CALPERS CONTRACT TO ADD A POLICE SAFETY RETIREMENT FORMULA**

One of the initial steps of the plan to form the Police Department recognizes the importance of adding a California Public Employee's Retirement System (CalPERS) safety member retirement plan.

Most cities that have a Police Department in the State of California provide for a safety member retirement plan through the California Public Employees' Retirement System (CalPERS). To stay competitive with other cities and to attract and retain sworn officer employees, it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the retirement system. CalPERS is a defined benefit plan. Benefits are based on the member's age, service credit and 3-year highest average compensation at retirement. Under most benefit formulas, members become fully vested with five years of service credit and the minimum retirement age is 50.

By adopting the Resolution of Intention, the City will be electing to provide Section 7522.25(d) (2.7% @ 57 full formula) which does not provide for coordination with Social Security (the City does not participate in social security for its full-time employees).

This formula provides to members 2.7% of the highest 3-year average compensation times the years of service at age 57 for eligible service credited with that employer.

REASON FOR RECOMMENDATION:

Staff recommends adopting a Resolution of Intention to amend the contract between the Board of Administration of the California Public Employees Retirement System and the City of Lathrop. In order to stay competitive with other cities and to attract and retain sworn employees it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the CalPERS retirement system.

FISCAL IMPACT:

The employer normal cost contribution rate for new local safety members is estimated to be 13.98% of earnable compensation. The employer costs have been included in the council adopted biennial FY 2021-23 Budget.

ATTACHMENTS:

- A. Letter to City from CalPERS
- B. Resolution of Intention
- C. Exhibit - Amendment to Contract
- D. Certification of Governing Body's Action
- E. Certification of Compliance with Government Code Section 7507

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CALPERS CONTRACT TO ADD A POLICE SAFETY
RETIREMENT FORMULA**

Page 3

APPROVALS:



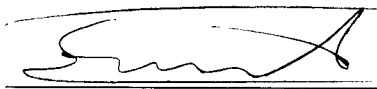
Thomas Hedegard
Deputy Finance Director

8-4-2021
Date



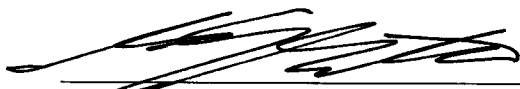
Cari James
Director of Finance &
Administrative Services

8-4-2021
Date



Salvador Navarrete
City Attorney

8-4-2021
Date



Stephen J Salvatore
City Manager

8.4.21
Date



ATTACHMENT " A "

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

August 3, 2021

CalPERS ID #1732811530

Mr. Thomas Hedegard
Deputy Finance Director
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

Dear Mr. Hedegard:

Thank you for contacting CalPERS regarding your retirement contract. Provided in my|CalPERS you will find the Resolution of Intention and Exhibit Amendment to Contract to provide for a new police category with Section 7522.25(d) (2.7% @ 57 Full formula), Sections 21624 and 21626 (Post-Retirement Survivor Allowance) and Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members with 0% prior service.

Also provided are the following documents:

1. Certification of Governing Body's Action, Form CON-12.
2. Certification of Compliance with Government Code Section 7507, Form CON-12AA.
3. Sample Ordinance, Form CON-11A.

The sample Ordinance is a guide only and is included to allow sufficient time to prepare the Ordinance for a first and final reading. The Resolution of Intention and accompanying documents should not be held pending final reading of the Ordinance.

4. Instruction sheet for submission of Resolution of Intention documents and required certifications into my|CalPERS.

The employer normal cost rate for new local safety members is estimated to be 13.98%.

Estimate the new safety payroll for the next twelve months and multiply by 13.98% to calculate the estimated total cost. As your contract reads, the employer rate is subject to change with future amendments and/or experience and other factors.

For the Fourth Level of 1959 Survivor Benefits, the initial employer cost to join the 1959 Survivor program is the payment of the pool's annual employer normal cost, \$5.40 per covered member per month (subject to annual change), for a period of five years. Agencies will be billed annually and the normal cost will be recalculated each year. After the first five years, the employer is required to pay the net premium for the Fourth Level pool, which will vary from year to year due to investment returns and experiences by the pool. In addition, members covered by the 1959 Survivor Benefits contribute \$2.00 per month.

Effective January 1, 2009 Government Code Section 7507 requires the following:

- **Future annual costs** of the proposed contract amendment be made public at a public meeting at least two weeks prior to the adoption of the final Ordinance.
- An actuary be present at the public meeting to provide information if future costs exceed $\frac{1}{2}$ of 1% of the future annual costs of existing benefits.
- A local public agency's chief executive officer acknowledge in writing that he or she understands the current and future cost of the retirement benefit as determined by the actuary.
- Expansion of the definition of the term "future annual costs" to include "normal cost and any change in accrued liability".
- Adoption of the retirement benefit increase or change cannot be placed on the consent calendar.

The agency is to certify compliance on the enclosed Certification of Compliance with Government Code Section 7507, Form CON-12AA.

The local safety member contribution rate will be 13.75% of reportable earnings as of the effective date of the amendment to the contract.

In summary, the following documents must be submitted through my|CalPERS before we can forward the actual contract and final documents necessary to complete the proposed amendment. **DO NOT HOLD THESE DOCUMENTS PENDING ADOPTION OF THE FINAL ORDINANCE**

1. Resolution of Intention, certified copy.
2. Certification of Governing Body's Action, Form CON-12.
3. Certification of Compliance with Government Code Section 7507, Form CON-12AA.

If your agency adopts the Resolution of Intention on September 13, 2021, the earliest date the final Ordinance may be adopted is October 3, 2021. There must be a 20 day period between the adoption of the Resolution of Intention and the adoption of the final Ordinance pursuant to Government Code Section 20471. There are no exceptions to this law.

The effective date of this amendment cannot be earlier than the first day of a payroll period following the effective date of the final Ordinance.

Please do not retype the Amendment to Contract and/or agreement documents. Only documents provided by this office will be accepted. If you have any questions regarding any documents, please contact this office prior to presenting to your governing body for adoption. Another contract amendment cannot be started until this amendment is completed or cancelled.

We are here to assist you. If you have any questions or would like additional information, please visit our website www.calpers.ca.gov, or you may contact us toll free at **888 CalPERS** or **(888-225-7377)**.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Palacio Bonilla', written over the printed name.

Elizabeth Palacio Bonilla
Contract Analyst
Public Agency Contract Services

Enclosures

Instructions for Uploading Documents in

my|CalPERS

1. Scan all required documents individually.
2. Save documents to your computer.
3. Log into my|CalPERS.
4. Click on the **"Profile"** tab.
5. Click on the **"Retirement Contract"** tab.
6. In the Contract Event Summary Box, click on the blue link that says **"Amendment"** with the status showing **"Amendment in Progress"**.
7. Scroll down to the **"Documents"** Box.
8. You will need to click on each of the corresponding blue links that say **"Provide Document"**, hit the browse button, locate the saved document on your computer and upload.
9. Once all the documents have been uploaded into the links, scroll down to **"Available Actions"** box and click the button to **"Submit Initial Contract Amendment Documents"**.
10. Click the **"Submit"** button.

****Special Note:** Please save this instruction sheet for submitting the Amendment to Contract **"final"** documents packet.

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF LATHROP**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide to provide for a new police category with Section 7522.25(d) (2.7% @ 57 Full formula), Sections 21624 and 21626 (Post-Retirement Survivor Allowance) and Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members with 0% prior service.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Lathrop

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1991, and witnessed December 30, 1990, and as amended effective March 6, 1999, August 10, 2001 and April 30, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective April 30, 2011, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to April 30, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after April 30, 2011, age 62 for new local miscellaneous members and age 57 for local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1991 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **ELECTED OFFICIALS.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to April 30, 2011 shall be determined in accordance with Section 21354 of said Retirement law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after April 30, 2011 shall be determined in accordance with Section 21353 of said Retirement law (2% at age 60 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - c. Section 21024 (Military Service Credit as Public Service).
 - d. Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after April 30, 2011.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
 - c. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - d. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LATHROP

BY _____
ANDY NGUYEN, ASSISTANT DIVISION CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



ATTACHMENT " D "

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance with Government Code Section 7507

By signing below, I hereby certify that in accordance with Section 7507 of the Government Code statements 1, 2, and 3 are true; and that statement 4 is applicable and is true if I have placed my initials beside the statement:

1. Services of an actuary were secured to provide a statement of the actuarial impact upon future annual costs before authorizing changes in retirement plan benefits.
2. The actuary prepared a statement of the actuarial impact of the proposed changes in benefits upon future annual costs, including normal cost and any additional accrued liability. The statement of the actuarial impact for the increase in benefits was made public on _____ at a public meeting of the _____
(date) (governing body)
of the _____
(public agency)
which is at least two weeks prior to the adoption of the final Resolution / Ordinance.
3. Adoption of the retirement benefit increase will not be placed on the consent calendar.
4. _____ [INITIAL HERE IF THIS STATEMENT APPLIES]
An actuary was present to provide information as needed at the public meeting at which the adoption of the benefit change was considered. (The presence of an actuary is required if future costs of the benefit changes exceed one half of one percent of the future annual costs of the existing benefits.)

Signature

Print Name of Authorized Signer

Title

Date _____

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ITEM 5.2

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER TENTATIVE SUBDIVISION MAP TSM-21-15 AND MINOR VARIANCE MV-21-70 FOR THE WARREN AVENUE SUBDIVISION PROJECT

RECOMMENDATION: Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt a Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Proposed Warren Avenue Subdivision Project

SUMMARY:

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a 1.55-acre parcel into seven (7) individual residential lots with an average lot size of 6,343 square feet per lot. The map will serve as the basis for design and construction of the future homes. Additionally, the applicant is requesting a Minor Variance to reduce the required corner lot width requirement of 65 feet to 62 feet for lot no. 2.

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to approve the Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Warren Avenue Subdivision Project.

BACKGROUND:

On September 28, 2004, the Planning Commission voted in favor to recommend the Vesting Tentative Subdivision Map (VTM no. 3462) for City Council approval. The map also consisted of seven residential lots ranging from 6,000 sq. ft. to 7,692 sq. ft. similar to TSM-21-15. On November 16, 2004, the City Council approved Vesting Tentative Subdivision Map No. 3462. Unfortunately, the 2008 recession greatly impacted the project and the previous developer decided not to pursue it. As a result, VTM No. 3462 expired on November 16, 2007.

On July 14, 2021 the Planning Commission held a public hearing and voted unanimously (5-0) to recommend the City Council approve the Warren Avenue Subdivision Project. The approval included a modification to Public Works condition of approval #5B as it relates to undergrounding existing utilities.

ANALYSIS:

Tentative Subdivision Map (TSM)

The Tentative Subdivision Map proposes to subdivide a 1.55-acre parcel into seven residential lots ranging in size from 6,000 to 7,640 square feet. The project is consistent with the Low Density Residential (LD) land use designation density requirement at seven (7) units per acre (range is 1-7 units per acre). The site is suitable for the proposed development and the design and layout of the subdivision is consistent with the City's general plan and zoning ordinances. The project is required to adhere to the R, One-Family Residential District Development Standards (Chapter 17.32). The minimum standard for lot width and depth for the R-1-6, R, One-Family Residential district is 60 feet for an interior lot & 65 feet for a corner and 90 feet for an interior lot & 80 feet for a corner lot, respectively.

The proposed TSM meets the lot width requirement for 6 of the 7 lots; however, lot 2 does not meet the requirement. As a result, the applicant has requested the Minor Variance as discussed below.

The primary access to the project site is a new road shown as "Robbie Place" on the map that intersects with "Malcolm Avenue" which serves all of the lots. The project site will be required to connect to the City utilities including water, sewer, and storm drain, which are located in Warren Avenue. Frontage improvements such as sidewalk, curb, and gutter, pavement, streetlights, fire hydrants, driveway aprons, curb ramps, etc. will be constructed in accordance with City Standards. The applicant will be required to purchase wastewater capacity as well as dedicate both Right-of-Way (ROW) and Public Utility Easement (PUE) as necessary. Electric and natural gas service will be provided by Pacific Gas & Electric to the project site.

As mentioned above, Public Works condition of approval #5B was modified during the Planning Commission meeting on July 14, 2021. The condition was modified to allow the applicant the choice to underground the existing utilities as part of the project or to pay a fee to cover the cost of undergrounding existing utilities along the property frontage as part of a future project.

Additionally the subdivision is designed to incorporate a 50-foot wide "hammer-head" street to provide sufficient access for residents and emergency vehicles.

The proposed street names of "Robbie Place" and "Malcom Avenue" will be reviewed by the San Joaquin County Sheriff's Office and the Lathrop Manteca Fire District (LMFD) to confirm they do not conflict with existing street names in the County prior to Final Map approval.

**CITY MANAGERS REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
WARREN AVENUE SUBDIVISION**

PAGE 3

Minor Variance:

The applicant is also requesting a Minor Variance as part of the project. Lathrop Municipal Code (LMC) Section 17.32.050, (C) (2) requires the minimum lot width of a corner lot to be 65 feet. Due to the parcel and street configuration the width of lot 2 is reduced to 63 feet. The project is appropriate and compatible with surrounding development. Staff believes that the request is de minimus in nature and allows for the orderly development of the subdivision. Additionally, this would prevent a "jog" in the road and for the road to be properly aligned. It is important to note that other than this request, the project meets all development standards. Furthermore, the project site is located just outside of the Historic Overlay District, which requires only 50 foot wide corner lots.

General Plan and Zoning Consistency

As currently designed and conditioned, the project is a reasonable request that is consistent with the goals and policies of the General Plan and will comply with the requirements of the Zoning Ordinance and design standards of the R One-Family Residential District development. The project is also consistent with the City's subdivision ordinance and the State Subdivision Map Act.

Conditions of Approval

Planning staff routed the project plans on May 20, 2021 to the Building Division, Public Works Department, Lathrop-Manteca Fire District, Lathrop Police Services and various non-City agencies to ensure compliance with applicable codes and requirements. As a result, staff developed a consolidated list of conditions. Staff finds that the proposed project has been properly conditioned to meet the City's standards and requirements.

Manteca Unified School District

The City received a letter from MUSD on June 3, 2021, in regards to the impacts the development would have on the school district. Staff met with the applicant in regards to the letter in which the applicant informed the City he would be reaching out directly to MUSD. Staff has since been notified that MUSD and the applicant have reached an agreement that addresses MUSD's concerns.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on July 29, 2021 and emailed to the list of public hearing subscribers. Staff also mailed the public hearing notice on July 29, 2021 to notify property owners located within a 300-foot radius from the project site. In addition, the meeting agenda was also posted at our designated posting locations in the City and posted on the City's website. As of the writing of this report, no comments were received in favor or against the proposed project.

**CITY MANAGERS REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
WARREN AVENUE SUBDIVISION**

PAGE 4

CEQA REVIEW:

The City finds that the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 § 15332 Class 32 "In-Fill Development". The project is consistent with the General Plan and Zoning and regulations of the parcel, and occurs within the City limits on a project site of five (5) acres or less. The project is substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; does not result in any significant effects relating to traffic, noise, air, and water quality; and can be adequately served by all required utilities and public services. No significant impacts are anticipated and no mitigation measure have been required.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to approve the Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Warren Avenue Subdivision Project.

FISCAL IMPACT:

All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

ATTACHMENT:

1. City Council Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70).
2. Planning Commission Resolution No. 21-17 Recommending City Council Approval
3. Amended Conditions of Approval dated July 14, 2021
4. Vicinity Map
5. Tentative Subdivision Map for Warren Avenue Subdivision Map Project

**CITY MANAGERS REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
WARREN AVENUE SUBDIVISION**

PAGE 5

APPROVALS:



Trent DaDalt
Assistant Planner

7/28/2021
Date



Ricardo Caguiat
Principal Planner

7/28/21
Date



for Mark Meissner
Community Development Director

7/28/21
Date



Salvador Navarrete
City Attorney

7-28-2021
Date



Stephen J. Salvatore
City Manager

8.2.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TENTATIVE SUBDIVISION MAP (TSM-21-15) AND MINOR VARIANCE (MV-21-70) FOR THE PROPOSED WARREN AVENUE SUBDIVISION PROJECT TO BE CONSISTENT WITH THE RECOMMENDATION OF THE PLANNING COMMISSION

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing on August 9, 2021 and proper public notice of this meeting was given in all respects as required by law to consider the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) project pursuant to the Lathrop Municipal Code; and

WHEREAS, the property site is located at 231 Warren Avenue (APN: 196-050-69) in a Low Density Residential (LD) General Plan designation and One-Family (R-1) Residential Zoning District; and

WHEREAS, the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services; and

WHEREAS, the City Council, acting as the land use agency, adopted Resolution #21-4923 on July 12, 2021, 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), acting as the land use agency; and

WHEREAS, the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, section 16.12.050 of the Lathrop Municipal Code mandates the Planning Commission transmittal of a recommendation to the City Council by Resolution. On July 14, 2021 the Planning Commission held a public hearing and voted unanimously (5-0) to recommend the City Council approve the Warren Avenue Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70); and

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

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby make the following findings:

1. The location of the proposed project is consistent with the objectives of the zoning code and the purpose of the district in which the site is located. The proposed use is consistent with the standards for the One-Family Residential Zoning District. The use is compatible with surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
2. The proposed project will comply with each of the applicable provisions of Chapter 17.32 of the Lathrop Municipal Code. As conditioned, the project will also comply with the General Plan, Zoning Ordinance, City's Subdivision Ordinance, State Subdivision Map Act, and various federal, state and local standards applicable to the project. The Conditions of Approval address Planning, Building, and Fire Department requirements.
3. The proposed Tentative Subdivision Map and Minor Variance are exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services.
4. The City Council, acting as the land use agency, adopted Resolution #21-4923 on July 12, 2021, 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), acting as the land use agency.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby make the following findings regarding the proposed Tentative Subdivision Map per Government Code Section 66474 of the Subdivision Map Act:

1. *The proposed Warren Avenue Tentative Subdivision Map is consistent with the General Plan.* The proposed map is a residential subdivision that implements the land use objectives in the Lathrop General Plan.
2. *The design or improvements of the subdivision proposed in the Warren Avenue Tentative Subdivision Map are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City's standards and specifications.

3. *The site is physically suitable for the proposed residential development.* The site is designated as Low Density Residential land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure and public services for the development of the proposed residential development.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for single-family residential development. The map satisfies the Low Density requirement at 7 units per acre (range is 1-7 units per acre) and meets the minimum standards for lot widths and lot depths. Development of the site will comply with the requirements set forth in the Lathrop Municipal Code Development Standards.
5. *The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development."
6. *The design of the subdivision and proposed improvements will not cause serious public health problems.* The development of the project would not involve a range of potentially significant effects on public health and safety. As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development."
7. *The design of the subdivision and proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby make the following findings regarding the proposed Minor Variance per Lathrop Municipal Code (LMC) Section 17.120.040:

1. *The proposed minor variance is not detrimental to adjacent properties or uses.* The proposed project site is significantly surrounded by residential uses to the north, south, east, and west. The reduction in lot width by 2 feet will not negatively impact the surrounding property or uses.
2. *The development regulation as written in the Lathrop Municipal Code deprives the property owner of privileges enjoyed by others in the same zoning district.* Due to the unique parcel and street configuration, the 65 foot corner lot width requirement cannot be achieved. The reduction of lot width by 2 feet is de minimus in nature and the design of the project is appropriate to allow the owner the same privileges enjoyed by others in the same zoning district and compatible with the surrounding development.

3. *The proposed minor variance is compliant with any adopted city plan, including the general plan.* The proposed minor variance complies with the Low Density Residential use of the General Plan.
4. *The approval of the proposed minor variance does not grant special privilege to a property owner not enjoyed by others in the vicinity.* The approval of this minor variance does not grant a special privilege to a property not enjoyed by others in the vicinity. The project site is located just outside of the Historic Overlay District where the corner lot width requirement is only 50 feet.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby approve the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70), subject to the Amended Conditions of Approval dated July 14, 2021 listed as Attachment #3 of the Staff Report for this item, incorporated by reference herein.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 9th day of August, 2021 by the following vote:

AYES:

NOES:

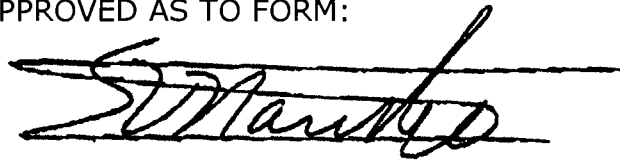
ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "S. Navarrete", is written over a horizontal line.

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-18**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THAT THE CITY COUNCIL APPROVE THE WARREN
SUBDIVISION TENTATIVE SUBDIVISION MAP (TSM-21-15) AND MINOR
VARIANCE (MV-21-70)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) project pursuant to the Lathrop Municipal Code; and

WHEREAS, the property is located at 231 Warren Avenue (APN: 196-050-69); and

WHEREAS, the subject site is located in a Low Density Residential (LD) General Plan designation, One-Family Residential (R-1) Zoning District; and

WHEREAS, the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services; and

WHEREAS, the City Council, acting as the land use agency, will be adopting at their July 12, 2021 meeting, an Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028; and

WHEREAS, the Planning Commission finds that the proposed project is consistent with the R One-Family Residential use goals and policies the City of Lathrop General Plan and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

WHEREAS, the Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, section 16.12.050 of the Lathrop Municipal Code mandates the transmittal of a recommendation to the City Council by Resolution; and

WHEREAS, proper notice of this public meeting was given in all respects as required by law; and

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

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Lathrop does hereby make the following findings;

1. The location of the proposed project is consistent with the objectives of the zoning code and the purpose of the district in which the site is located. The proposed use is consistent with the standards for the One-Family Residential Zoning District. The use is compatible with surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
2. The proposed project will comply with each of the applicable provisions of Chapter 17.32 of the Lathrop Municipal Code. As conditioned, the project will also comply with the General Plan, Zoning Ordinance, and various federal, state and local standards applicable to the project. The Conditions of Approval address Planning, Building, and Fire Department requirements.
3. The proposed Tentative Subdivision Map and Minor Variance are exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development".
4. The City Council, acting as the land use agency, will be adopting at their July 12, 2021 meeting, an Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following Tentative Subdivision Map findings;

1. *The proposed map is consistent with the General Plan.* The proposed map is a residential subdivision that implements the land use objectives in the Lathrop General Plan.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City's standards and specifications.
3. *The site is physically suitable for the proposed residential development.* The site is designated as Low Density Residential land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure and public services for the development of the propose residential development.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for single-family residential development. The map satisfies the Low Density requirement at 7 units per acre (range is 1-7 units per acre) and meets the minimum standards for lot widths and lot depths. Development of the site will comply with the requirements set forth in the Lathrop Municipal Code Development Standards.

5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 “In-Fill Development.”
6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the project would not involve a range of potentially significant effects on public health and safety. As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 “In-Fill Development.”
7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following Minor Variance findings;

1. *The proposed minor variance is not detrimental to adjacent properties or uses.* The proposed project is significantly surrounded by residential uses to the north, south, east, and west. The reduction in lot width by 2 feet will not negatively impact the surrounding property or uses.
2. *The interpretation of the development regulation as written in the Lathrop Municipal Code deprives the property owner of privileges enjoyed by other in the same zoning district.* Due to the unique parcel and street configuration, the 65 foot corner lot width requirement cannot be achieved. The reduction of lot width by 2 feet is de minimus in nature and the design of the project is appropriate and compatible with the surrounding development.
3. *The proposed minor variance is compliant with any adopted city plan, including the general plan.* The proposed minor variance complies with the Low Density Residential use of the General Plan.
4. *The approval of the proposed minor variance does not grant special privilege to a property owner not enjoyed by other in the vicinity.* The approval of this minor variance does not grant a special privilege to a property not enjoyed by others in the vicinity. The project site is located just outside of the Historic Overlay District where the corner lot width requirement is only 50 feet.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby recommend approval of the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) to the City Council, subject to the Conditions of Approval dated July 14, 2021 listed as Attachment #2 of the Staff Report, incorporated by reference herein.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 14th day of July, 2021 by the following vote:

AYES: Dresser, Rhodes, Ishihara, Gatto, Ralmilay

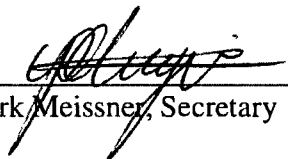
NOES: None

ABSTAIN: None

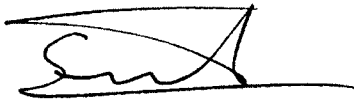
ABSENT: None


Steve Dresser, Chair

ATTEST:


for Mark Meissner, Secretary

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

Community Development Department – Planning Division

AMENDED Consolidated Conditions of Approval

July 14, 2021

Project Name: Warren Avenue Tentative Subdivision Map & Minor Variance
File Number: Tentative Parcel Map No. TSM-21-15 & Minor Variance No. MV-21-70
Project Address: 231 Warren Avenue (APN: 196-050-69)

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the exhibits and diagrams dated May 14, 2021.

DESCRIPTION

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a 1.55-acre parcel into seven (7) individual residential lots with an average lot size of 6,343 square feet per lot. The map will serve as the basis for design and construction of the future homes. Additionally, the applicant is requesting a Minor Variance to reduce the required corner lot width requirement of 65 feet to 62 feet for lot no. 2.

PLANNING

CEQA Determination

The City finds that the project is Categorically Exempt according to the California Environmental Quality Act Article 19 § 15332 Class 32 "In-Fill Development". In this regard, the proposed project it is consistent with the General Plan and Zoning regulations of the parcel, and occurs within the City limits and is no more than 5-acres. The project site is substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; does not result in any significant effect relating to traffic, noise, air and water quality; and can be adequately served by all required utilities and public services. No significant impacts are anticipated and no mitigation measure have been required.

1. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conversation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements for both the State and Federal endangered species acts, and ensures that the impact are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).
2. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulations including but not limited to Rule 8021, Dust Control Plan, Rule 9510, Indirect Source Review, etc. The applicant shall provide proof of compliance prior to building permit issuance.

3. The Final Map shall be in substantial conformance with the approved Tentative Subdivision Map, as conditioned, and future development shall be consistent with applicable sections of the Lathrop Municipal Code.
4. The applicant is responsible for contacting all appropriate utility companies to obtain their agreement for extension and/or relocation of services necessary to final the proposed Tentative Subdivision Map.
5. The applicant shall disclose LMC Chapter 15.48 Agricultural Land Preservation, also commonly referred to as “Right-to-Farm” during the sale of lots within the project area. This provision shall include all properties on site which may be impacted or affected by on-going farming operations.
6. Any activity authorized by this Tentative Subdivision Map shall constitute acceptance of all of the conditions and obligations imposed by the City on this Tentative Subdivision Map. The applicant(s), by said acceptance of these Conditions, waives any challenge as to the validity of these conditions.
7. Unless otherwise specified, all conditions of approval shall be complied with prior to issuance of any Building Permits.
8. The Tentative Subdivision Map shall expire twenty-four (24) months from the date of approval unless a time extension is granted consistent with the policies and procedures of the Lathrop Municipal Code and the Subdivision Map Act.

BUILDING

1. All construction shall comply with the most recent adopted City and State building codes:
 - 2019 California Building Code
 - 2019 California Residential Code
 - 2019 California Electrical Code
 - 2019 California Mechanical Code
 - 2019 California Plumbing Code
 - 2019 California Fire Code
 - 2019 California Green Code
2. Dimensioned building setbacks and property lines, street centerlines and between buildings or other structures shall be designed on plot plan.
3. All property lines and easements must be shown on plot plan. A statement that such lines and easements are shown is required.
4. The project design will conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumptions light fixtures, and insulation and shall use to the extent feasible draught landscaping.

PUBLIC WORKS

1. Wastewater
 - a. The applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building within the project.

- b. The wastewater will be treated at the Manteca Wastewater Quality Control Facility (MWQCF) and capacity is available for purchase. Each parcel will require one ISU of wastewater capacity (240 gallons per day).
- c. The sewer main shall be connected to the City gravity main located in Warren Avenue.
- d. The applicant shall submit a wastewater study proving that the existing City infrastructure can support the additional wastewater contribution and shall participate in and fund any Master Plan updates if required.
- e. Wastewater laterals shall be shown on the utility site plans and shall not be located within the driveway.

2. Potable Water

- a. The applicant shall be required to connect to the water utility for domestic supply and pay all applicable connection fees. Any groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting potable water to the site.
- b. Water capacity is available for purchase from the City and each parcel will require 430 gallons per day of capacity.
- c. The applicant shall submit a potable water study proving that the existing City infrastructure can support the additional demand and shall participate in and fund any Master Plan updates if required.
- d. Water laterals and meter locations shall be shown on the utility site plans and shall not be located within the driveway.

3. Storm Drain

- a. The applicant shall submit a storm water study proving that the existing City infrastructure can support the additional storm water contribution and shall participate in and fund any Master Plan updates if required.

4. Storm Water – Construction

- a. Project is greater than one acre, applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

5. Frontage Improvements

- a. The applicant shall dedicate right-of-way and Public Utility Easement (PUE) as necessary. The access road that connects to Warren Avenue will need to have and show a 10' PUE to the west and a 5' PUE to the east.
- b. The applicant shall move all existing overhead utilities less than 34.5 kVA underground within the frontage of the proposed development, or may pay a fee to cover this at a rate of a future development project (\$200/LF @ 50' = \$10,000). All new utility connections shall be placed underground.
- c. The applicant shall submit a photometric plan to support the number and placement of the streetlight(s).
- d. Warren Avenue is considered a moratorium street since it has been repaved within the last 5 years. Applicant shall comply with 2021 City Standards regarding moratorium streets.

- e. The applicant shall complete all work under a Subdivision Improvement Agreement included but not limited to sidewalk, curb and gutter, utilities, pavement, streetlights, fire hydrants, driveway aprons and curb ramps.

6. General Comments

- a. The applicant shall retain the services of a California licensed civil engineer to design the improvements and utility plans for sewer, water storm drain lines and systems.
- b. The applicant shall create or participate in a Community Facilities District (CFD) to fund the maintenance of all public infrastructure prior to issuance of the first building permit within the subdivision.
- c. The applicant shall insure that all off-site and on-site improvements comply with City Standards.
- d. Hydrology and hydraulic calculations and plans for on-site storm water system shall be submitted to the City for review and approval.
- e. The applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales and/or ponds.
- f. The applicant shall install as part of their onsite improvement all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy.
- g. The applicant shall pay all appropriate fees including but not limited to Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
- h. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving.
- i. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.
- j. The applicant shall provide a separate demolition plan and apply for a demolition permit for any existing buildings.
- k. All improvements shall be designed and constructed per 2021 City Standards.
- l. The applicant shall oversize utilities to accommodate future development to the east and west of this subdivision.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

- 1. The project must conform to the appropriate edition of the California Fire Code (currently the 2019 edition) and all related standards.
- 2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis)
- 3. Fire Department Development Fees for all new buildings must be paid in accordance with the City of Lathrop's Ordinance and Resolutions adopting the fee schedule.

4. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
5. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
7. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief's Association.
8. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key box is required to be installed in an approved location. Please note that a separate key box will be required for each of the two access points. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
9. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
10. Other fire & life safety requirements may be required at time of building plan review.
11. Final approval is subject to field inspections. Minimum 48-72-hour notice required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

ADMINISTRATIVE SERVICES

1. By exercising this Permit, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Tentative Subdivision Map and Minor Variance to the fullest extent permitted by law.



PLANNING DIVISION
Vicinity Map



TSM-21-15 & MV-21-70
Tentative Subdivision Map &
Minor Variance
Warren Avenue Subdivision
231 Warren Avenue
APN: 196-050-69



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ITEM 5.3

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **REVIEW OPTIONS AND PROVIDE DIRECTION ON
LIGHTED CROSSWALKS ON 5TH STREET NEAR
LATHROP ELEMENTARY SCHOOL**

RECOMMENDATION: **Council to Review Options and Provide Direction on
Preferred Option for Lighted Crosswalks on 5th Street
Near Lathrop Elementary School**

SUMMARY:

On the June 14th City Council meeting, staff was directed to evaluate the installation of lighted crosswalks on 5th Street near Lathrop Elementary School. The intersections below were identified as potential locations for lighted crosswalks:

- Thomsen Road and 5th Street (4-way stop controlled)
- N Street and 5th Street (uncontrolled along 5th Street)
- O Street and 5th Street (4-way stop controlled)

Staff evaluated the intersections using the California Manual on Uniform Traffic Control Devices (MUTCD) and enhanced the existing signing and striping at all the crosswalks. In addition, the MUTCD recommends that lighted crosswalks shall not be used at crossings controlled by YIELD signs, STOP signs, or traffic controlled signals. Therefore, the crosswalk at N Street and 5th Street is the only location to consider the following lighted crosswalk options.

Option 1 – Roadside Flashing Pedestrian Signs

- Solar Powered
- LED luminaire for high visibility
- Activates by a pedestrian-push-button
- Transmits wireless signals between the sign poles
- Cloud-based software available for data collection and analysis
- Approximate labor and material cost \$10,000

Option 2 – In-Roadway Warning Lights

- Highly visible
- Installation requires trenching and in-ground wiring
- High cost maintenance long term due to road damage
- Installation may be delayed if coordination with PG&E is needed
- Approximate labor and material cost \$40,000

The installation of a lighted crosswalk is a traffic calming measure included in the City's Traffic Calming Program. Thus, staff is requesting direction from City Council on the preferred option to install at 5th Street and N Street.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**COUNCIL TO REVIEW OPTIONS AND PROVIDE DIRECTION ON PREFERRED OPTION FOR LIGHTED CROSSWALKS ON 5TH STREET NEAR LATHROP ELEMENTARY SCHOOL****BACKGROUND:**

On the June 14th City Council meeting, staff was directed to evaluate the installation of lighted crosswalks on 5th Street near Lathrop Elementary School. The following intersections were identified as potential locations for lighted crosswalks:

- Thomsen Road and 5th Street (4-way stop controlled)
- N Street and 5th Street (uncontrolled along 5th Street)
- O Street and 5th Street (4-way stop controlled)

The MUTCD is published by the State of California that provides uniform standards and specifications for all traffic control devices, including at school zones. Staff used the MUTCD to evaluate the intersections and installed the following improvements in order to increase visibility of students crossing:

- Ladder crosswalk markings at all crossings of the (3) intersections
- "Slow-School-Xing" pavement markings on 5th Street
- New signs with fluorescent yellow-green background for High-Visibility
- In-Street signs at the midblock crosswalk on N Street and 5th Street

The MUTCD also recommends that lighted crosswalks only be considered at uncontrolled intersections. Staff is presenting Options 1 and 2 in consideration for lighted crosswalk at 5th Street and N Street.

Option 1 – Install Roadside Flashing Pedestrian Signs

- Solar Powered
- LED luminaire for high visibility
- Activates by a pedestrian-push-button
- Transmits wireless signals between the sign poles
- Cloud-based software available for data collection and analysis
- Approx. labor and material cost \$10,000

Option 2 – In-Roadway Warning Lights

- Highly visible
- Installation requires trenching and in-ground wiring
- High long term maintenance cost due to road damage
- Installation may be delayed if coordination with PG&E is needed
- Approx. labor and material cost \$40,000

Per Section 2A.07 Retroreflectivity and Illumination of the MUTCD, Light Emitting Diode (LED) units may be used in the border of regulatory or warning signs. Option 1 will comply with this condition and use the warning sign W11-2 or S1-1 *Students Crossing* with LEDs around the border.

**AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
COUNCIL TO REVIEW OPTIONS AND PROVIDE DIRECTION ON PREFERRED
OPTION FOR LIGHTED CROSSWALKS ON 5TH STREET NEAR LATHROP
ELEMENTARY SCHOOL**

REASON FOR RECOMMENDATION:

While both options would be effective, staff recommends that Council approve Option 1 due to lower maintenance, labor and material cost.

FISCAL IMPACT:

There is currently \$40,000 budgeted in CIP PS 22-14 that will be sufficient for Option 1 or 2. Therefore, no fiscal impact is anticipated.

ATTACHMENTS:


A. Presentation – Lighted Crosswalk Options for 5th Street

CITY MANAGER'S REPORT

PAGE 4

**AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
COUNCIL TO REVIEW OPTIONS AND PROVIDE DIRECTION ON PREFERRED
OPTION FOR LIGHTED CROSSWALKS ON 5TH STREET NEAR LATHROP
ELEMENTARY SCHOOL**

APPROVALS:



Angel Abarca
Assistant Engineer

8/3/21
Date



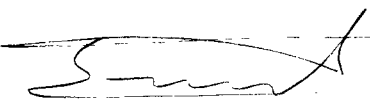
Michael King
Director of Public Works

8/3/2021
Date




Cari James
Director of Finance

8/3/2021
Date



Salvador Navarrete
City Attorney

8-3-2021
Date



Stephen J. Salvatore
City Manager

8.4.21
Date

ITEM 5.4

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **REVIEW OPTIONS AND PROVIDE DIRECTION ON
LATHROP ROAD TRUCK ROUTE**

RECOMMENDATION: **Council to Review Options and Provide Direction on
the Use of Lathrop Road as a Truck Route in
Accordance with Lathrop Municipal Code Section
10.16.030**

SUMMARY:

At its June 14th City Council meeting, Council requested that staff provide a report on the use of Lathrop Road as a truck route between Harlan Road and McKinley Avenue, see Attachment A for a Location Map.

The City of Lathrop, as well as the City of Manteca, are currently experiencing rapid growth. Both Cities are centrally located in the region with direct access to Interstate 5, Interstate 205, State Route 120 and State Route 99. The growth of the warehouse industry requires local agencies to mitigate for truck traffic and develop infrastructure to facilitate truck movements to major freeways.

City of Lathrop staff is currently participating in two regional efforts to address truck traffic. The first is a Regional Truck Study being performed by San Joaquin Council of Governments (SJCOG) that is currently underway with an estimated completion date of spring 2022. The second effort involves more direct communication with the City of Manteca, with participation from SJCOG, to address the recent development projects along the Airport Way corridor in Manteca and the lack of truck routes in the area. The purpose of the meetings with Manteca is to help plan and execute mitigation measures to facilitate more efficient truck movements.

In an effort to address recent concerns raised regarding the use of trucks on Lathrop Road, staff is proposing the following options for Council consideration:

Option 1 – Truck Study

Fund a truck study, specific to this segment of Lathrop Road, and continue to issue citations for larger Surface Transportation Assistance Act (STAA) trucks and excessive speeding. The cost estimate for the truck study is \$50,000 and sufficient funds exist within the adopted Fiscal Year (FY) 2021/22 budget.

Option 2 – California Legal Trucks Only (Current status)

Continue to issue citations for STAA trucks and excessive speeding.

Option 3 – Prohibit all Truck Traffic

This option would direct all truck traffic onto McKinley Avenue, Louise Avenue and the interchange at Louise Avenue and Interstate 5. This option may not align with the Regional Truck Study being performed by SJCOG and would not be effective immediately because staff would need to prepare an amendment to the Lathrop Municipal Code (LMC) removing Lathrop Road as a truck route.

BACKGROUND:

Lathrop Road is a regionally significant arterial connecting Interstate 5 to State Route 99. Lathrop Road has been designated as a four (4) lane arterial in all major planning documents including the City of Lathrop General Plan, City of Manteca General Plan, San Joaquin County General Plan, and the San Joaquin Council of Governments Regional Transportation Plan. Lathrop Road between Harlan Road and McKinley Avenue experiences nearly 15,000 vehicle trips per day with approximately 7% being heavy vehicle traffic.

The City of Lathrop, as well as the City of Manteca, are currently experiencing rapid growth. Both Cities are centrally located in the region with direct access to Interstate 5, Interstate 205, State Route 120 and State Route 99. The growth of the warehouse industry requires local agencies to mitigate for truck traffic and develop infrastructure to facilitate truck movements to major freeways. City of Lathrop staff is currently participating in two regional efforts to address truck traffic:

1. Regional Truck Study being performed by SJCOG

San Joaquin Council of Governments (SJCOG) has recently initiated a regional Truck Planning Study. The main objective is to update the existing STAA route system for San Joaquin County to better serve area companies, particularly in the transportation and warehouse industry sectors, including ecommerce. The product of this truck study will be a list of recommended actions for modified or new STAA route designations, along with supporting infrastructure improvements that may become projects in the future. The estimated completion date for the Regional Truck Study is spring 2022.

2. Communication with the City of Manteca

The second effort involves more direct communication with the City of Manteca, with participation from SJCOG, to address the recent development projects along the Airport Way corridor in Manteca and the lack of truck routes in the area. The purpose of the meetings with Manteca is to help plan and execute mitigation measures to facilitate more efficient truck movements.

California Legal Trucks vs STAA Trucks

There are two categories of truck tractor-semitrailers in California, see Attachment C. The first are the "green" trucks (Interstate "STAA" trucks) and the second are the "black" trucks (California Legal trucks). Attachment C contains two tables that show the maximum allowed lengths for the two categories of truck tractor-semitrailers. While both categories of trucks are restricted to maximum weight limit of 80,000 lbs (CVC Section 35550), the STAA trucks are longer and have a larger turning radius. This larger turning radius causes off-tracking to occur when a vehicle makes a turn and its rear wheels do not follow the same path as its front wheels. Off tracking can result in damage to property (curb, sidewalk, planter, etc,) or vehicular accidents.

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING**REVIEW OPTIONS AND PROVIDE DIRECTION ON LATHROP ROAD TRUCK ROUTE**STAA Terminal Access Routes

The STAA of 1982 allows longer trucks to operate on the Interstate and certain primary routes (collectively called the National Network.) If a STAA truck cannot travel to a destination legally, and would like to access that facility in the future, an applicant can apply for a new local Terminal Access route. The City of Lathrop follows the California Department of Transportation (Caltrans) Terminal Access Application Procedures when evaluating any new requests. In addition, when the City receives a request to establish an STAA terminal access route, staff coordinates with San Joaquin County Public Works, Caltrans and the California Highway Patrol on its review and approval. Lathrop Road between Harlan Road and McKinley Avenue is a truck route but not an STAA terminal access route.

Truck Routes

Lathrop Road's designation as a truck route predates the City of Lathrop's incorporation in 1989. In 2006 City Council adopted a comprehensive update to the LMC Section 10.16 "Truck Routes and Commercial Vehicles" and Lathrop Road was included in this update as a truck route. A map showing currently approved truck routes and STAA routes has been included as Attachment B.

In an effort to address recent concerns raised regarding the use of trucks on Lathrop Road, staff is proposing the following options for Council consideration:

Option 1 – Truck Study

Fund a truck study, specific to this segment of Lathrop Road, and continue to issue citations for larger STAA trucks and excessive speeding. The cost estimate for the truck study is \$50,000 and sufficient funds exist within the adopted Fiscal Year (FY) 2021/22 budget.

The purpose of the truck study would be to accurately determine truck volumes, travel patterns, review accident history and propose potential solutions or projects to implement.

Pros	Cons
<ul style="list-style-type: none"> - Determine actual truck volumes and speeds - Determine truck categories (CA legal vs STAA) - Determine origin and destination 	<ul style="list-style-type: none"> - Time and cost required to perform truck study

Option 2 – California Legal Trucks Only (Current status)

Continue to issue citations for STAA trucks and excessive speeding.

Pros	Cons
<ul style="list-style-type: none"> - Citations issued to STAA trucks 	<ul style="list-style-type: none"> - Does not address concerns raised by residents at the June Council meeting

AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

REVIEW OPTIONS AND PROVIDE DIRECTION ON LATHROP ROAD TRUCK ROUTE

Option 3 – Prohibit all Truck Traffic

This option would direct all truck traffic onto McKinley Avenue, Louise Avenue and the interchange at Louise Avenue and Interstate 5. Also, this option may not align with the Regional Truck Study being performed by SJCOG and would not be effective immediately because staff would need to prepare an amendment to the Lathrop Municipal Code (LMC) removing Lathrop Road as a truck route.

Pros	Cons
<ul style="list-style-type: none"> - Address concerns raised by residents at the June Council meeting 	<ul style="list-style-type: none"> - May not align with Regional Truck Study by SJCOG - Potential impact to local businesses - Time and effort to amend LMC - Direct truck traffic onto other roadways

Legal Protection for Commerce

Overland trucking is the primary means of moving goods in the United States. Commerce and trade have state and federal legal protection; therefore, restriction of commerce can be difficult. It requires substantial supporting evidence such as accident data and a reasonable alternate route.

FISCAL IMPACT:Option 1 – Truck Study

The cost estimate for the truck study is \$50,000 and sufficient funds have been allocated within the adopted FY 2021/22 budget under the Streets Operating Budget (Fund 2080). Staff would be able to proceed with the study utilizing the City Manager signing authority.

Option 2 – California Legal Trucks Only (Current Status)

No Fiscal Impact at this time.

Option 3 – Prohibit all Truck Traffic

No Fiscal Impact at this time.

ATTACHMENTS:

- A. Location Map – Lathrop Road between Harlan Road and McKinley Avenue
- B. Lathrop Truck Route Map
- C. Caltrans STAA Truck Exhibit

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
REVIEW OPTIONS AND PROVIDE DIRECTION ON LATHROP ROAD TRUCK
ROUTE

PAGE 5

APPROVALS:



Michael King
Director of Public Works

8.4.2021

Date



Glenn Gebhardt
City Engineer

8/4/21

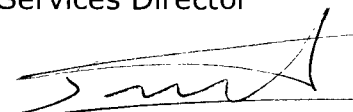
Date



Cari James
Finance & Administrative
Services Director

8/4/2021

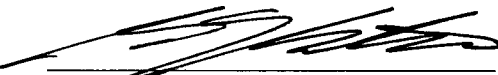
Date



Salvador Navarrete
City Attorney

8.4.2021

Date



Stephen J. Salvatore
City Manager

8.4.21

Date



LEGEND

- Truck Route
- STAA Route

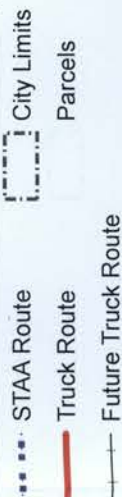
LATHROP ROAD - TRUCK ROUTE

HARLAN ROAD - MCKINLEY AVENUE



- A. Harlan Road, from the northernly city limits at Roth Road southerly to its cul-de-sac terminus in the Crossroads Industrial Center
- B. Lathrop Road, from Manthey Road easterly to the city limits
- C. McKinley Ave, from Lathrop Road southerly to Yosemite Avenue
- D. Louise Avenue, from the west side of the Louise Avenue/I-5 Interchange in the Mossdale Landing development to the easterly city limits at the east side of the easterly set of Union Pacific Railroad right-of-way
- E. Manthey Road from the northerly city limits, approximately one mile (1 mi.) north of Lathrop Road, southerly to the city limits at Paradise Cut, except where abandoned
- F. Roth Road, from the west side of the Roth Road/I-5 Interchange east to the city limits at east side of the easterly set of Union Pacific Railroad right-of-way
- G. D'Arcy Parkway, from Harlan Road to Yosemite Avenue
- H. Howland Road, from Louise Ave south to D'Arcy Parkway
- I. Tesla Dr, from Harlan Road southeasterly to Christopher Way
- J. Christopher Way, from D'Arcy Parkway southwesterly to cul-de-sac terminus
- K. Murphy Parkway, from northerly terminus southerly to Tesla Dr
- L. Golden Valley Parkway, from Brookhurst Blvd to Lathrop Rd
- M. Yosemite Ave, State Route 120 to east city limits
- N. Brookhurst Blvd, Golden Valley Parkway to Manthey (temporarily closed)
- O. Shideler Parkway, from Yosemite Avenue north to cul de sac terminus

A. River Islands Parkway from west side of Louise Ave/I-5 interchange to Somerston Parkway



Truck Route Map

Disclaimer: Data shown may not be accurate and is for mapping purposes only. Contact the City for more information.

TRUCK MAP LEGEND

TRUCK LENGTHS & ROUTES

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION



..... CALIFORNIA LEGAL ROUTES California Legal trucks (black trucks) can travel on STAA routes (green and blue routes), CA Legal routes (black routes), and Advisory routes (yellow routes). CA Legal trucks have access to the entire State highway system except where prohibited (some red routes).



California Legal Truck Tractor - Semitrailer

Semitrailer length : no limit

KPRA* : 40 feet maximum for two or more axles,
38 feet maximum for single-axle trailers

Overall length : 65 feet maximum *(KPRA = kingpin-to-rear-axle)



California Legal Truck Tractor - Semitrailer - Trailer (Doubles)

Option A

Trailer length : 28 feet 6 inches maximum (each trailer)

Overall length : 75 feet maximum

Option B

Trailer length : one trailer 28 feet 6 inches maximum
other trailer may be longer than 28 feet 6 inches

Overall length : 65 feet maximum



CA LEGAL ADVISORY ROUTES - CA Legal trucks only; however, **travel not advised** if KPRA length is over posted value. KPRA advisories range from 30 to 38 feet.

— STAA ROUTES The STAA Network allows the "interstate" STAA trucks which are the green trucks shown below. The STAA Network consists of the National Network (green routes, primarily interstates) and Terminal Access routes (blue, primarily State routes). ("STAA" = federal Surface Transportation Assistance Act of 1982.)



Interstate "STAA" Truck Tractor - Semitrailer

Semitrailer length : 48 feet maximum

KPRA* : no limit

Overall length : no limit *(KPRA = kingpin-to-rear-axle)



Semitrailer length : over 48 feet up to 53 feet maximum

KPRA : 40 feet maximum for two or more axles,
38 feet maximum for single-axle trailers

Overall length : no limit



Interstate "STAA" Truck Tractor - Semitrailer - Trailer (Doubles)

Trailer length : 28 feet 6 inches maximum (each trailer)

Overall length : no limit



Terminal Access - Interstate "STAA" trucks may travel on State highways that exhibit this sign.



Service Access - Interstate "STAA" trucks may travel up to one road mile from the off ramp to obtain services (food, fuel, lodging, repairs), provided the route displays this sign.

..... SPECIAL RESTRICTIONS - Route restricted for vehicle length or weight, cargo type, or number of axles. For more information please visit: <https://dot.ca.gov/programs/traffic-operations/legal-truck-access> for the list of **Special Route Restrictions**.

ITEM 5.5

CITY MANAGER'S REPORT AUGUST 4, 2021 CITY COUNCIL REGULAR MEETING

**ITEM: OUT-OF-STATE TRAVEL APPROVAL FOR THE 2021
SAN JOAQUIN COUNTY ONE-VOICE TRIP**

**RECOMMENDATION: Adopt Resolution Authorizing Out-of-State Travel
for Up to Two Council Members and the City
Manager to Attend the 2021 San Joaquin One Voice
Trip to Washington, D.C. from October 17-22, 2021,
and Approval of Related Budget Amendment**

BACKGROUND:

Over the past several years, City officials have participated in sixteen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs. On March 9, 2020, the City Council adopted resolution 20-4695 authorizing the appointment of Councilmember Paul Akinjo and City Manager Stephen Salvatore to represent the City in 2020. However, due to the COVID-19 Pandemic the San Joaquin Council of Governments (SJCOG) postponed the trip on March 24, 2020.

This year, the conference will be from October 17 (arrival date) through October 22 (checkout date). In order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor.

City policy requires Council approval for all out-of-state travel. Additionally, commencing with the FY 2012/13 budget process, Council voted to eliminate the One Voice expense from the City Council's budget. The same was done for subsequent fiscal years. The travel funds were removed from the Council budget with the notion that if Council elected to have one or two Councilmembers attend this event, a budget amendment would be required depending on the selected option.

The City Manager's travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this event, funds are available in the current budget. If Councilmembers are interested in attending, the following options are available for consideration.

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.	Send City Manager	Approx. \$3,800	None
5.	Do not send representatives in 2021	None	None

This report identifies estimated costs to attend the One Voice visit this year.

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
2021 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

Page 2

REASON FOR RECOMMENDATION:

This trip helps to promote regional projects. In addition, the City has benefited with more than \$1,790,000 in federal appropriations from its efforts over the past sixteen (16) years. On March 8, 2021, the City Council approved Resolution 21-4837 approving the Louise Avenue/I-5 Interchange and Lathrop Road/I-5 Interchange projects, as the City's two priority projects for Federal funding to SJCOG for the 2021 One Voice Trip. These interchange projects are aligned with the thematic concept of trade corridors to enhance the transportation of goods to and from the City of Lathrop.

FISCAL IMPACT:

Depending on tonight's decision by Council, a budget amendment from the General Fund Reserves to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) will be required to fund Council participants to attend this years' One Voice Legislative Event. The budget amendment amount may vary depending on the option selected by Council.

Options Include		Cost	Budget Amendment
1.)	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.)	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.)	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.)	Send City Manager	Approx. \$3,800	None
5.)	Do not send representatives of the City in 2021	None	None

ATTACHMENTS:

- A. Resolution Authorizing Out-of-State Travel
- B. San Joaquin One Voice 2021 Registration Information

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING
2021 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

Page 3

APPROVALS:




Teresa Vargas
Government Services Director &
City Clerk

8/4/2021
Date

 FOR CL


Cari James
Administrative Services &
Finance Director

8-4-2021
Date



Salvador Navarrete
City Attorney

8.4.2021
Date



Stephen J. Salvatore
City Manager

8.4.21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
AUTHORIZING OUT-OF-STATE TRAVEL FOR UP TO TWO COUNCIL MEMBERS
AND THE CITY MANAGER TO ATTEND THE SAN JOAQUIN ONE VOICE TRIP
TO WASHINGTON, D.C. FROM OCTOBER 17, 2021 TO OCTOBER 22, 2021,
AND APPROVING RELATED BUDGET AMENDMENT**

WHEREAS, over the past several years, City officials have participated in thirteen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs; and

WHEREAS, in 2020, Council adopted resolution 20-4695 authorizing one Councilmember and the City Manager to attend this event; and

WHEREAS, Councilmember Paul Akinjo and City Manager Stephen Salvatore were selected to represent the City in 2020, however, due to the COVID-19 Pandemic the San Joaquin Council of Governments (SJCOG) postponed the trip on March 24, 2020; and

WHEREAS, in previous years, the Mayor, a Council Member, and the City Manager have participated on the trip; and

WHEREAS, in order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor; and

WHEREAS, commencing with FY 2012/13 budget process, Council approved to eliminate the One Voice expense from the City Council's budget for a savings of \$3,500 for that fiscal year; and

WHEREAS, the travel funds for subsequent fiscal years were also removed from the Council budget with the notion that if Council elected to have one or two City Council Members attend the One Voice legislative event, a budget amendment request would come back to Council for approval; and

WHEREAS, the City Manager's travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this years' One Voice legislative event, funds are available; and

WHEREAS, the following options were considered by Council:

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.	Send City Manager	Approx. \$3,800	None
5.	Do not send representatives in 2020	None	None

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves option #___ to have City and Council participant(s) attend this years' One Voice legislative event; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund Reserves to the City Council training and travel account:

Option #	Budget Amendment	Fund Account
1	\$7,600	1010-11-10-435-20-00
2	\$3,800	
3	\$3,800	
4	N/A	
5	N/A	

The foregoing resolution was passed and adopted this 9th day of August, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SAN JOAQUIN COUNCIL OF GOVERNMENTS

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

San Joaquin One Voice ®

October 18-21, 2021

Hilton Washington DC Capitol Hill Hotel
(Formerly the Washington Court Hotel)
525 New Jersey Avenue, NW
Washington, DC
Hilton Washington D.C. Capitol Hill
(202) 628-2100

Monday, October 18

OPEN	Travel Day Check in at the Hilton Washington D.C. Capitol Hill Hotel
Time TBD	CJ Lake Briefing for early arrivals (room TBD)
6:00 PM	Port of Stockton Hosted Dinner (Prime Rib, 2020 K Street NW Washington D.C. 20006)

Tuesday, October 19

8:00 – 9:00 AM	Buffet Breakfast –Montpelier Room (Mezzanine Level)
9:00 AM	One Voice® Briefing with CJ Lake, LLC - Montpelier Room (Mezzanine Level)
10 AM – 12 PM	Morning Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)
12:00 PM	Break for Lunch (on your own)
1:00 -5:00 PM	Afternoon Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)
6:00 PM	San Joaquin RTD/San Joaquin RRC Hosted Dinner (location TBD)

Wednesday, October 20

7:30 – 8:30 AM	Buffet Breakfast/Day Briefing –Montpelier Room (Mezzanine Level)
9 AM – 12 PM	Breakout Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)

12:00 PM	Break for Lunch (on your own)
1:00 – 5:00 PM	Breakout Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)
5:30 - 7:00 PM	Evening Reception with Representatives Jerry McNerney and Josh Harder (and staff) - Senate Room (Mezzanine Level)

Thursday, October 21

7:30 - 8:30 AM	Buffet Breakfast–Montpelier Room (Mezzanine Level)
9 AM – 12 PM	Breakout Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)
12:00 PM	Break for Lunch (on your own)
1:00 – 5:00 PM	Breakout Meetings with Legislators/Agency staff (see daily schedule for meeting assignments)

Or

Depart Washington D.C.

San Joaquin One Voice®

The first San Joaquin One Voice® trip to DC since the pandemic is scheduled for October 18-21, 2021 in Washington, DC*. The firm of C.J. Lake, LLC is once again scheduling and facilitating our meetings with our Congressional representatives, various transportation officials, and others from USDOT, housing, education, air quality, and water agencies.

Accommodations:

A block of rooms is being reserved at the Hilton Washington DC Capitol Hill Hotel (formerly Washington Court Hotel) for October 17-21, 2021. SJCOG has negotiated a group rate of \$249 (plus applicable taxes) for single and double occupancy. More details regarding accommodations will follow.

Link: Click to [Book a Room](#)
Group Name: San Joaquin Council of Governments
Group Code: SJCG
Check-in: 17-OCT-2021 OR 18-OCT-2021
Check-out: 22-OCT-2021
Hotel Name: Hilton Washington DC Capitol Hill
Hotel Address: 525 New Jersey Ave NW Washington,
DC, District of Columbia 20001

Registration:

A \$175 registration fee is required for each participant attending the 2021 San Joaquin One Voice® trip. The fee is due by October 1, 2021 and includes the costs of your materials, breakfast each day, and the Wednesday evening reception.

The registration fee for SJCOG Board members (or their elected designee) is waived, however, we do ask that everyone complete the attached form. Spouses and guests may participate in breakfasts/receptions on a per-diem basis.

Transportation:

Everyone is responsible for booking their own transportation to and from Washington, DC. SJCOG Board members (or their elected designee) shall be reimbursed for 50% of their airfare and hotel costs.

Cancellation Policy:

All cancellations after October 10, 2021 are subject to payment for all costs; i.e. meals, copying fees, etc. Substitutions are always accepted.

Additional Information:

A pre-trip planning session will be scheduled in early October (date and time are pending). We will be discussing logistics for the trip and identifying lead speakers and discussing their roles.

*Please note that plans may be subject to change due to the status of COVID-19 at the time of the trip, ability to meet in person with administration and legislative persons, and travel restrictions



2021 San Joaquin One Voice® Registration Form

Name _____ Title: _____

Organization: _____

Address: _____ City: _____

State/Zip: _____ Phone: _____

Email: _____ Cell Phone: _____

Cost is **\$175 per person** and includes all breakfasts and the Wednesday evening reception. Registration fees apply to each **participant** (spouses and/or guests must pay if they will be participating in any meals) and must be paid by September 17. The registration fee is waived for SJCOG Board members. Registration fees underwrite the direct costs of the trip.

Amount Enclosed \$ _____

Additional Contact Information:

If you are filling out this registration form for someone and would like to be included in future communication for scheduling purposes please include your contact information below:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

Please Note:

The purpose of the San Joaquin One Voice® trip is to seek federal support or funding for projects of broad community-wide benefit and regional significance within San Joaquin County. In order to accomplish this goal, we need to present a unified presence as we meet with Congressional, Legislative, and Departmental representatives to advocate for the regionally significant issues that have been agreed upon during the COG selection process.

We understand many of our public officials do double-duty while in D.C. However, please keep in mind the effectiveness of the scheduled One Voice® meetings rely on participation from our delegates. Please discuss any separate meetings you may be scheduling with our staff so the One Voice® meeting schedule can be modified to insure maximum and comprehensive attendance at all One Voice® meetings.



San Joaquin Council of Governments • 555 East Weber Avenue • Stockton, California 95202
Phone: 209-235-0600 • Fax: 209-235-0438 • Email: onevoice2021@sjcog.org



ITEM 5.6

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPOINTMENT OF VOTING DELEGATE/ALTERNATE
FOR 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE**

RECOMMENDATION: **Approve Appointment of the City's Voting
Delegate/Alternate for the 2021 League of
California Cities Annual Conference, September 22-
24, 2021**

BACKGROUND:

Each year, the League of California Cities (LOCC) holds an Annual Conference and business meeting to decide League policy for the upcoming year. This year, the Conference will be held at the SAFE Credit Union Convention Center in Sacramento, September 22-24, 2021.

LOCC membership considers and takes action on resolutions that establish LOCC policy. In order for cities to vote at the Annual Business Meeting, a City Council must designate a voting delegate. Each city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

In order for the City to participate as a voting member during the Annual Business Meeting, the City Council must discuss and formally appoint one voting delegate and an alternate as the City's official representatives. Voting Delegates must be registered to attend the Annual Conference and must stay until conclusion of voting.

Councilmembers Diallo and Akinjo have both registered for this year's Annual Conference, and the City Council may request one of them to volunteer to participate as the City of Lathrop voting delegate and alternate. Due to work schedules and other regional meeting commitments, other Councilmembers were not available to participate in this year's Annual Conference. Therefore, staff is requesting that the City Council discuss and formally approve a voting delegate and alternate to participate in the 2021 LOCC Annual Conference as the City's voting delegate and alternate.

Furthermore, the general resolutions to be vote on during the conference are expected to be distributed to city officials and posted on the LOCC website site by Friday, August 6, 2021. During the discussion portion of this item, staff will ask the City Council to consider the LOCC resolution packet, to determine a city position so that the City's voting delegate can represent the City's position on the proposed resolution(s).

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2021 LOCC ANNUAL CONFERENCE**

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REASON FOR RECOMMENDATION:

Resolutions approved by the General Assembly during the conference become LOCC policy. Therefore, by participating the City remains informed and participates in the policy decision-making process for the League of California Cities.

FISCAL IMPACT:

Sufficient funds are available in the City Council Training & Travel expense account for FY 2021-22. Typically, funds are set aside for one to two Councilmembers to attend this event in person at an estimate cost of \$1,500, per person.

ATTACHMENTS:

- A. 2021 Annual Conference Announcement and Tentative Schedule of Events
- B. 2021 Annual Conference Voting Procedures and Delegate/Alternate Form

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2021 LOCC ANNUAL CONFERENCE**

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APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

8/4/2021

Date



Salvador Navarrete
City Attorney

8.4.2021

Date



Stephen J. Salvatore
City Manager

8.4.21

Date



ATTACHMENT A

ANNUAL Conference and Expo

Register now!
Sept. 22-24, 2021

SAFE Credit Union Convention
Center, Sacramento

Annual Conference and Expo

September 22 — 24, 2021

SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

Register Now

(https://www.eventsquid.com/contestant-reg.cfm?event_id=13599)



Cal Cities is thrilled to announce that registration is now open for our 2021 Annual Conference and Expo! We can't wait to see our city officials in person after 18 months of virtual meetings and events. The programming for this year's annual conference will feature a variety of exciting speakers and timely presentations on key topics for local leaders, plus numerous networking opportunities. The always popular Expo floor will be back this year, filled with new and familiar faces, and brimming with opportunities to engage with companies and organizations that provide services to cities.

As we all know too well, the pandemic is not over. Our number one priority will continue to be the health and safety of participants. We are working closely with the convention center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. A

special webpage outlining these procedures and other important health and safety information for attendees will be available in plenty of time to prepare for the conference.

Check out the Speaker Center (</home/education-and-events/Annual-Conference-and-expo/speaker-center#SpeakerCenter>)

Become an Exhibitor (</expos#0>)

Conference Attendees

Schedule

Program at a Glance

As of August 3, 2021 (subject to change)

Wednesday, Sept. 22

8:00 a.m.-6:00 p.m.	Registration Open/Voting Delegates Booth Open
8:30 a.m.-9:00 a.m.	City Clerks Department Meeting
8:30 a.m.-1:00 p.m.	City Clerks Workshop (additional registration required)
9:00 a.m.-10:00 a.m.	Fiscal Officers Department Meeting
10:00 a.m.-12:00 p.m.	AB 1234 Ethics Training
11:00 a.m.-12:00 p.m.	City Managers Department Meeting
11:00 a.m.-12:00 p.m.	Public Works Department Meeting
11:30 a.m.-1:15 p.m.	Regional Division Lunches*
12:45-1:15 p.m.	First Time Attendee Orientation
1:30-3:30 p.m.	Opening General Session
3:45-4:15 p.m.	Fire Chiefs Department Meeting
3:45-5:00 p.m.	Concurrent Sessions
4:30-5:00 p.m.	Personnel and Employee Relations Department Meeting
5:00-7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00-10:00 p.m.	CitiPAC Leadership Reception Hosted by Willdan

Thursday, Sept. 23

7:00 a.m.-4:00 p.m.	Registration Open/Voting Delegates Booth Open
8:30-9:45 a.m.	City Attorneys Department Meeting
8:30-9:45 a.m.	Concurrent Sessions
9:00 a.m.-3:00 p.m.	Expo Open
10:00 a.m.-12:00 p.m.	General Session
11:45 a.m.-1:15 p.m.	Attendee Lunch in Expo Hall
1:00-2:15 p.m.	General Resolutions Committee
1:00-5:30 p.m.	Concurrent Sessions
Evening	Regional Division* and Caucus Events

Friday, Sept. 24

7:30 a.m.-12:00 p.m.	Registration Open
7:30 a.m.-9:00 a.m.	Regional Division Breakfasts*
8:00 a.m.-12:15 p.m.	Concurrent Sessions
8:45 a.m.-10:45 a.m.	Mayors and Council Members Department Meeting
10:00 a.m.-10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30-2:30 p.m.	Closing Luncheon & General Assembly

***Check with your Regional Public Affairs Manager for specific day/time**

Session Descriptions

Neighborhood Law Programs: Generate Revenue, Reduce Blight and Crime

Every city has nuisance properties that blight neighborhoods, endanger communities, drive down property value, and harm neighborhood morale. Neighborhoods hope and expect cities to fix these problems. Unfortunately, city responses to these issues often seem too slow. In response, several cities have developed Neighborhood Law Programs. Vallejo and Oakland have effectively used these programs — run from the city attorney's office in close coordination with Code Enforcement, Fire, and Police — to fix community nuisance issues. This panel will explain why these programs are effective and how to create one.

Confronting Hate Group Affiliation or Speech by Public Safety Personnel

Consistent with the national conversation regarding law enforcement and race, municipalities are confronting the challenges of learning that a law enforcement member has used hate speech or may be, or may have been, affiliated with a hate group. Learn how to address hate group affiliation and speech, and the legal, cultural, and social complexities presented from leading experts in law enforcement and peace officer rights.

CalPERS Update: A Conversation with CEO Marcie Frost

2021 has already been a momentous year for every California city, but in the area of pensions, the biggest decisions affecting cities have yet to be finalized. In this session, the CalPERS Chief Executive Officer Marcie Frost will lay out the big issues and decisions facing the system. Topics covered will include: the recently triggered Risk Mitigation Policy, renewed assumptions about expected investment returns, and plan demographics like life expectancy, inflation and payroll, investment office leadership, and efforts around environmental, social, and governance approaches to long-term value creation. This session will also dive into the challenges and risks confronting the system, and the CalPERS team's plan to navigate a steady path towards full funding over time.

Human-Centered Design and Why My City Should Care About It

You may have heard talk in local government about human-centered design, but do you know what it is or why you should care about it? Human-centered design is an innovative tool that an increasing number of cities are starting to use that creates programs, policies, or services that are tailored to the needs of the person who will use or be impacted by it. Traditionally, cities have approached problem-solving from the perspective of City Hall. Human-centered design puts people at the center of the design and creates from their point of view.

Climate Change Adaptation and Wildfire Mitigation Requires Collaboration and Cooperation

Climate change is already impacting California through rising sea levels, extreme heat, more intense droughts, and devastating wildfires. Communities across the state are suffering from the effects, and public institutions and businesses bear significant costs. Join a conversation that explores what our communities and the state will need to do to build resiliency in the face of these growing challenges. The discussion will also examine what investments the public and private sectors will need to consider addressing to adapt to climate change.

Equity and Public Engagement: Increasing Access and Building Trust

With compounded concerns around the pandemic, transparency, the digital divide, and participatory access needs, public engagement is more complicated than ever. How can cities rise above the fray to position under-engaged communities in constructive dialogue that improves public trust while also accomplishing local priorities? How can cities integrate equity into their planning and engagement processes in a way that elevates collaboration

and fosters foundational partnerships in the community? Learn practical tips for incorporating equity into public engagement activities and explore a range of options to help local leaders build community relationships, increase public participation, and find common ground.

A Practical Approach to Diversity, Equity, and Inclusion (DEI)

The terms “diversity,” “equity,” and “inclusion” mean different things to all of us. Human resources professionals already understand the business case for DEI, but how can you encourage DEI without violating the law? What are the best methods to convince others in your organization to embrace DEI principles? This session addresses the fundamentals of DEI and the brilliance of allyship. Attendees will leave this session with a better understanding of the practical side of DEI, and how to create an inclusive culture in your workplace.

Why Culture Curation Matters Now More Than Ever

Cultivating a top-notch workplace culture is vital to forming a strong set of team members that boost morale and productivity. Our speaker will share tips from their time managing a leading marketing, technology, and public affairs firm, whose team grew from 2 to 25 members this past decade, all while following the work-from-home model for six years. Attendees will learn why culture is more important than ever and gain tips on how council members and their hired executives can create a positive culture at city hall.

The Local Government Start-Up

Emerging technologies are providing new options for city services, but how do municipal leaders manage and leverage disruption within antiquated governance structures? Even though cities have a desire to innovate, the idea of local government forming a start-up is difficult to envision. Discover recent examples of entrepreneurial endeavors in local government, including the rise of Community Choice Aggregation energy and innovation zones as “living labs”, as well as the lessons learned from implementing them. Learn how to approach policy and regulatory frameworks that focus on adaptability and partnerships to incubate equitable technology deployment.

An Out-of-the-Box Technique for Decision Making and Resident Involvement

Exhausted with lackluster results from community outreach efforts, and interested in new approaches to getting citizens engaged? Democracy by jury is an idea gaining momentum.

Learn about the theory, explore the practical possibilities for cities, and take home an exciting new way to approach decisions — especially the hardest ones.

How to Improve Public Safety Through Innovation

When most people think about innovation, police and fire departments do not immediately come to mind. Instead, public safety departments are known to follow tradition and operate under a strict hierarchy model. But following both tradition and applying innovation are not mutually exclusive. Learn how the City of Glendale's Police and Fire Departments have partnered with their Innovation Team to improve public safety services for the benefit of the public.

Building an Effective City Council-Manager Team, From Day One

Running a city is complex and challenging, even in good times. Successful cities begin with effective relationships among the City Council and City Manager. Hiring, supporting, and guiding the City Manager is the most important function of a City Council. Doing it right will pay dividends in your organization and deliver results to your community. Explore the Council-Manager relationship from the hiring process to maintaining a relationship that will serve the community at its highest level in all situations. Help your city prepare for the next challenge, which is certainly coming.

Ready, Set, Go! Zero-Emission Vehicle (ZEV) Outlook

A year after Governor Newsom's Executive Order to phase out the sale of internal combustion vehicles, the ZEV marketplace is poised for tremendous growth as policy action meets California's leadership in ZEV innovation. State policymakers, local officials, and industry partners are seizing the moment to help Californians transition to cleaner modes of transportation, reduce greenhouse gas emissions, and improve local air quality. Explore the progress made to date, the challenges that lie ahead, and the practical steps local governments are taking to prepare for greater adoption of ZEVs like electric vehicles.

State and Local Roles in Building and Measuring Fiscal Resilience

As the economy rebounds from COVID-19, many California cities are still grappling with revenue shortfalls and depleted reserves. What has this crisis taught us about the ways in which collaboration between city and state agencies ensure the efficient, timely, and effective distribution of resources? Explore the relationships between city and state agencies, and their shared responsibility for local financial health and resilience.

Introduction to Labor Relations for Elected Officials

The governing bodies of California public agencies are important decision-makers in labor negotiations. This session is for elected or appointed officials at local public agencies with represented employees. Hear an overview of the labor relations framework for local government agencies, the labor negotiations process, and the role of the Public Employment Relations Board. Learn about the role of the governing body in negotiations, the importance of the Brown Act, and communication issues related to negotiations.

Aging Infrastructure: Capital Improvement Plans for Cities of the Future

Smart Cities technology and infrastructure innovations are evolving at lightning speed. How can cities engage the private sector in strategic CIP planning to increase commercial applications of Smart Cities' investments to help fund critical infrastructure needs today? Case studies of innovative communities will reveal the potential public-private Partnership funding power of combining compact urban housing, mobility, technology, and job incubators through distributed systems of infrastructure and economic activity centers to create fiscally resilient cities of the future.

Tools for Navigating Elected Officials Who Won't Follow the Rules

What do you do when one of your council members is harassing staff? How do you ensure a lenient elected official will discipline their employee? What happens when your council personally attacks one other at meetings? These are the questions city attorneys are asked regularly, and the answers are not easy. Learn about your responsibilities and practical tools for successfully dealing with elected officials who refuse to follow the rules. Explore what can be done when all attempts to resolve the issues have failed.

Cybersecurity Risks and Cities: Strategies to Address Escalating Threats

No organization is safe from digital privacy and security risks. In this presentation, an expert privacy and cybersecurity attorney will address current risks including phishing, hacks, device loss or theft, and enforcement. Learn about key safeguards and risk management strategies. Explore security incident response plans: what to include and why, the importance of having the plan in place before an incident occurs, and the significant considerations in addressing a potential breach.

Changing the Wildfire Prevention Paradigm

It is evident that city leaders must change how we approach wildfire prevention. Total elimination of wildfires is not only impossible but inadvisable. We must build resiliency into our communities and learn to coexist with wildfires. As wildfire knows no jurisdictional boundaries, this effort must be a regional approach. The towns, cities, special districts, and county governments in Marin County have partnered together for this approach. Through agency and community leadership they are changing the paradigm of wildfire prevention by creating fire-adapted communities through vegetation management, home hardening, defensible space, evacuation route improvements, and community education.

Housing Law Jeopardy

Between 2017 and now, the laws impacting how a city can and cannot control housing developments have changed in numerous ways. Using a "Jeopardy!" game show format, learn about recent changes in housing laws with a focus on housing element law, inclusionary housing and density bonus issues facing cities today, no net-loss, and the Housing Accountability and Housing Crisis acts.

Advancing Equity: How Old Policies Still Impact Cities (Film Screening)

Sacramento's redevelopment in the 1950s and 1960s brought great change at the cost of many ethnic communities. Discover how the City of Sacramento pioneered a redevelopment blueprint that became a model for the nation, while at the same time demonstrating the devastation of redevelopment by displacing hundreds of businesses and thousands of residents from its own urban core. Watch the 27-minute documentary, *Replacing the Past: Sacramento's Redevelopment History*, followed by insight and never-before-seen clips with the film's director, and get a chance to ask your own questions.

The Road Ahead for Managing Rising Pension Costs

Public agencies continue to navigate through the damaging effects that COVID-19 has had on their revenues, general fund returns, and the economy. Meanwhile, their pension obligations continue to grow, putting further strain on their impacted budgets. Pension systems face an uncertain economic outlook with discount rate targets that are mismatched with future expected returns. How are agencies addressing their pension liabilities during tough economic times such as these? Learn about the fiscal strategies cities have proactively implemented to prepare for the road ahead of rising pension costs.

Bridging Divides: Tackling Polarization in Your Cities and Communities

After a polarizing 2020, how can city leaders help bridge the divides in their communities and begin to advance policies and programs that heal and unify their residents? Hear from nationally recognized experts in conflict resolution, civil discourse, and bipartisanship about how to approach complex topics, find common ground, and rebuild trust.

Tackling the Housing Crisis: The Role of Local Leaders

California's housing crisis is growing. Local officials play an integral role in land use and policy decisions that set the stage for housing development. Join a panel of experts as they explore the barriers to housing developments in California and share guidance and lessons learned around community engagement and equity, with the goal of helping you better address the housing needs in your community.

How to Create a More Inclusive Environment for LGBTQ+ People in Your City

City officials and executives managing local governments have the power to advance LGBTQ+ equality and make meaningful changes in their cities. Learn a brief history of federal and state policies and city case studies that have positively impacted the LGBTQ+ community. Experts will provide policy ideas and recommendations to create a more inclusive space for LGBTQ+ individuals. Planned with the Lesbian Gay Bisexual Transgender Queer (LGBTQ) Caucus.

Level Up Your Leadership: Creating a Governance Culture of Civility and Purpose

California cities face a myriad of critical and emerging issues, about which city leaders may have widely differing opinions. To navigate these issues, elected officials must be equipped with advanced governance strategies to lead more effectively through these changing times. Women electeds often face additional challenges in their efforts to build trust and gain consensus with their colleagues. Hear from experts about the best practices to address these challenges, how to create a culture of trust and collaboration without violating the Brown Act, and how to operate with decorum in a manner that best serves the public. Planned with the Women's Caucus.

Building an Online Community: Local Government Outreach

Looking for the latest tools, tips, and best practices to better engage with your community on Facebook and Instagram? Hear directly from the experts how your city can leverage social media, especially when facing a crisis in your city. Planned with the Latino Caucus.

Short-Term Rentals (STR): A Balanced Approach

How do you create a balanced approach to STR administration that addresses the needs of your community? Homeowners can start an STR business with the click of a button, but the majority are not aware of their tax obligations. Some community members want to rent, while others do not want rentals in their neighborhood. Some municipalities are most interested in tax compliance and creating a fair hospitality market, while others are more interested in the potential revenue STRs can generate. Delve into these issues and more with our panel of experts.

Post-COVID Retail Trends and Opportunities

Learn about how COVID-19 has impacted retailers and restaurants in California, and what to expect from new retail development moving forward. Which retailers and restaurants are poised for growth coming out of the pandemic? What proactive retail recruitment strategies should communities be implementing to recruit new retail in the changing post-pandemic landscape?

Bold Action, Innovation During Fiscal Uncertainty, and Environmental Sustainability Case Studies

In today's world, all aspects of city leadership and governance are intertwined. How did three neighboring Capitol Corridor cities handle parallel goals of fiscal, environmental, and community sustainability while facing the multiple crises of natural disasters, the COVID-19 pandemic, and revenue shortfalls? Join us to learn about the bold, innovative strategies implemented by these geographically linked agencies, including: public infrastructure financing and renewal, hedging against rising energy costs, improving public safety, capturing grant funding, climate pollution reduction, "smart cities" innovations, and building toward power-grid resilience for critical facilities.

Roadmap to Advancing Diversity, Equity, and Inclusion in a Predominately White, Affluent Community

Join the City of San Luis Obispo for an informational discussion on how to successfully engage your community to advance diversity, equity, and inclusion (DEI) within your city. During this session, leaders will share efforts such as the establishment of a DEI Taskforce,

expanded DEI funding, community learning sessions, and DEI-focused city planning, creating a robust picture of how to effectively advance DEI efforts within a predominately white affluent community. This session will provide you with tangible strategies to support your city's efforts to be more diverse, equitable, and inclusive.

Municipal Data in Action

The impact of COVID-19 on the economy has underscored the importance of using data to support decision-making across all industries and sectors, but most importantly for local governments. Data plays a key role in providing public services, keeping residents and businesses safe, improving equity, and tracking resources. Learn how municipalities like the City of Los Angeles are leveraging data and visual tools to support informed decision-making across all levels of government, especially during a global crisis.

Attracting the Next Generation Workforce with Virtual Career Exploration

Does your agency's workforce reflect community demographics? Is your workforce retiring? Are you attracting the right talent? The Institute for Local Government's regional collaborative, Innovative Pathways to Public Service (IPPS) — a partnership comprised of local and state agencies, K-12, universities, colleges, and non-profits — addresses these critical government workforce concerns. IPPS hosts "Careers in Government," activities to create diverse talent pipelines and connect youth to jobs aligned with interests. Leaders from three California cities will share their agency's efforts to engage students, create virtual experiences during COVID-19, and develop community partnerships to build meaningful pathways to public service.

Workforce Housing Solutions: Multifamily Financing, Construction, and Design Innovation Trends

California communities report that one of the greatest economic development threats of 2021 is the critical shortage of available workforce and affordable housing. Learn how recent trends in financing, construction, design, and wellness models are helping communities increase the volume of affordable housing construction to scale the solution and meet the workforce needs for housing. What new building technologies and materials are serving to reduce the cost of housing construction and increase housing choice? This panel will provide case study examples of the evolving city-developer strategic partnership model that successfully produces more affordable, sustainable, resilient, and healthy residential products.

Building API Solidarity and Safe Communities

Communities across the United States, including here in California, are facing the challenges of discrimination, hate, and violence against Asian Americans and other marginalized communities. With policy changes and the ever-evolving political landscape, city officials and leaders are at the forefront of these issues and must help guide our communities into a brighter and safer tomorrow. In this workshop, explore Anti-Asian Discrimination data, new state and federal policies, and community efforts to better equip city officials and leaders. Learn about community-based solutions and your unique and crucial role in addressing hate, discrimination, and violence against Asian Americans and all other marginalized communities. Planned with the API Caucus.

Declaring Racism a Public Health Crisis

Last year, many California cities declared racism a public health crisis during the civil unrest that sprung up across the nation. What does this mean for residents and what exactly does it look like? The Mapping Black California team, in partnership with the African American Caucus of Cal Cities will provide an exploration into data visualization that will give significant context to how local elected officials can navigate the resolutions that were adopted and give insight for their constituents to hold them accountable. Planned with the African American Caucus.

Stories of the Census: What It Says About California's Future

The Decennial Census has finally arrived! This once-a-decade process sets funding formulas for the government and reminds us that demographics are destiny. Review California's demographic-related trends over the last several decades and the impact of these trends on local government policy, state economics, and governance. Demographic changes, combined with policy changes related to the California Voting Rights Act, are shifting representation at the local level, affecting elections and statewide local governance representation.

How Regional Cooperation Makes California Community Marketing Work Harder

Every California community can attract residents, visitors, jobs, and investment. Success depends on a strategic marketing approach built on regional cooperation among municipalities and key stakeholder groups. Discover the inspiring story of the City of Bakersfield and the County of Kern, who collaborated with key stakeholders to build a powerful new marketing platform that positions the region to compete at its best and signals

its cooperative qualities. The audience will first learn the critical steps to create early buy-in and raise funds, before hearing city and county officials share their processes for collaboration and integrated implementation.

City Attorneys Department Business Meeting

This session will include reports from the City Attorneys Department President and Board Director, as well as the Ad Hoc Emergency Response Committee. The Department will also vote on an amendment to the Department bylaws, and elect new Department officers.

Legal Issues: Social Media; Cannabis

This session will cover legal trends and issues pertaining to social media, the first amendment, and government, and will provide an overview of a new publication prepared by the Cannabis Regulation Committee of the City Attorneys Department of Cal Cities. MCLE credit is available.

Legal Issues: Land Use, CEQA, and Surplus Land Act

This session will provide a city-focused update on land use and CEQA litigation and will cover legal trends and issues pertaining to the Surplus Lands Act. MCLE credit is available.

Legal Issues: Design Immunity and Tort and Civil Rights Litigation

This session will cover legal trends and issues pertaining to design immunity and will provide a city-focused update on municipal tort and civil rights litigation. MCLE credit is available.

Legal Issues: Labor and Employment Law

This session will provide a city-focused update on labor and employment litigation, including the impacts of diversity, equity, and inclusion on employment litigation. MCLE credit is available.

Legal Issues: Advancing Diversity, Equity, and Inclusion

This session will cover legal trends and issues pertaining to diversity, equity, and inclusion, including implementing DEI in your city and early lessons on setting up a DEI committee. Includes 1.5 hours of Elimination of Bias sub-field MCLE credit.

Policy and Legal Considerations in Serving the Unsheltered

This session will cover legal trends and issues pertaining to serving the unsheltered community. MCLE credit is available.

Legal Issues: Municipal Litigation Update

This session will provide a city-focused update on general municipal litigation. MCLE credit is available.

Economic Outlook with Dr. Peter Rupert

Dr. Rupert is back with his always popular economic outlook presentation. Receive state and national perspectives from the professor, with a focus on trends and forecasts. Attendees who are CPAs can earn CPEs.

City Finance: Law and Elections Update

Leading experts will review the latest major developments in California city revenues, spending, and financing, as well as important changes, significant challenges, and new opportunities. Learn about legal developments in new laws, taxes and fees, Proposition 218, Proposition 26, and the underlying issues of your agency's finances. Attendees who are CPAs can earn CPEs.

Making the Jump from Finance Director to City Manager

Considering making the jump from finance director to city manager? The city manager is responsible for more than just carrying out the council's policy direction, helping implement the annual budget, and providing assurance of quality service delivery. Hear from individuals who have made the jump, as they share the common and not-often-discussed issues related to becoming a city manager. Learn about the nuances of leadership for this specific profession and key facets of the role that can prepare you for the leap. Attendees who are CPAs can earn CPEs.

What Finance Professionals Need to Know about IT and Security

Going through a security breach is difficult, time-consuming, and expensive. As a finance professional who routinely works with sensitive information, are you confident that you have the tools and knowledge to protect your city's finances? Learn about recent events, real-life case studies, and the advanced steps organizations can take to reduce the risks of ransomware. Discover approaches that can save your organization valuable time and money, giving you a view of the financial impact and organizational risks of cybercrime. Plus, an expert with over 30 years of experience will share how to avoid these situations and recover operations. Attendees who are CPAs can earn CPEs.

CalPERS Discount Rate: The Process, Decisions, and Impacts for Cities

For many cities, pension costs are the second-largest budget line item after salaries. Since pensions are tied to fluctuations in financial markets, economic levels, and plan demographics, it can be a challenge to accurately predict and account for retirement benefit costs. This task becomes even more challenging when one of the key factors in calibrating pension costs — the discount rate — is adjusted. Hear from CalPERS representatives as they provide updates on significant developments from the past year, and what is on the horizon. Learn about the performance of the investment fund, the recently triggered Funding Risk Mitigation Policy, the ongoing Asset Liability Management Review (conducted every four years by the board), possibilities for further adjustments to the discount rate, potential increases for PEPR member contributions, and the impacts on future employer rates. Attendees who are CPAs can earn CPEs.

Finance Directors: Tips for Working with Your City Clerk and Attorney

When issues get tense in your city, having a solid relationship with your city clerk and city attorney can make a significant difference. You may not always see eye-to-eye, but understanding the key elements of building and maintaining those relationships will help when taking on difficult issues and will lead to win-win solutions.

Update from State Controller Betty Yee

With so many recent actions affecting local agencies and their finances, this informative discussion with the Controller is a must-attend event. Discover what the State is doing and what it means for your city. Attendees who are CPAs can earn CPEs.

Hotel and Travel

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2021 Annual Conference and Expo. The discounted hotel rate cut-off is **Tuesday, August 31**. Hotels are subject to sell out prior to the deadline — reserve early!

Predatory Housing Warning

Beware of unauthorized housing and hotel reservation services that may solicit your business. All legitimate communications regarding housing will come directly from the League of California Cities. If you receive a suspicious email or phone call asking to book your hotel room for the conference, please let us know immediately.

STEP ONE: Register for the Conference

STEP TWO: Book hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.

Hyatt Regency Sacramento

(<https://www.hyatt.com/en-US/hotel/california/hyatt-regency-sacramento/sacra>) 1209 L Street
\$205.00 single/double*

Sheraton Grand Sacramento

(https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xlX3dIYnNpdGVfb3ZlcnJpZGU%3D) 1230 J Street
\$200.00 single/double*

The Citizen Hotel

(<https://www.thecitizenhotel.com/>) 926 J Street
\$204.00 single/double*

Holiday Inn Sacramento Downtown

(https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm_mmc=GoogleMaps_-_HI_-_US_-_SACCP) 300 J Street
\$198.00 single/double*

Best Western Plus Sutter House

(<https://www.thesutterhouse.com/>) 1100 H Street

\$180.00 single/double - Phone reservations only. Please ask for the League of California Cities room block.*

Doubletree By Hilton Hotel Sacramento

([https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-](https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D)

[RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D))

2001 Point West Way

\$174.00 single/double*

Hilton Sacramento Arden West

([https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-](https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-SMFHIHF&y_source=1_MTlyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D)

[SMFHIHF&y_source=1_MTlyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-SMFHIHF&y_source=1_MTlyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dlYnNpdGVfb3ZlcnJpZGU%3D))

2200 Harvard Street

\$174.00 single/double*

*Plus occupancy taxes and fees.

Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations made prior to Tuesday, August 31, must be done through the online reservation link you received when registering for the conference. Use your confirmation/acknowledgement number to access your reservation and make any necessary changes. Once the August 31 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that after the housing deadline has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

PLEASE NOTE: The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name and dates/length of stay in the hotel.

CAUTION! You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.

Parking and Public Transportation

The convention center is conveniently located in the heart of the city and is within walking distance of the State Capital, hotels, dining, landmarks, and attractions. Public transportation is easily accessible and includes the Sacramento Regional Transit (RT), ZipCar, and Amtrak.

Self-parking and valet are available at most hotels. Parking for the convention center is available at the city-owned Memorial Garage on 14th street between H and I Streets. In addition, several privately owned parking garages are also within walking distance of the convention center. (Parking rates vary by location and are subject to change without notice).

Registration

Full Registration Includes:

- Admission to Expo and education sessions (unless otherwise indicated)
- Wednesday host city reception; Thursday grab-and-go breakfast; Thursday lunch with exhibitors; Friday closing luncheon
- Admission to CitiPAC and Diversity Caucus Receptions
- Electronic access to all program materials

Online Registration (credit card) - **Register Now** (<https://www.eventsquid.com/register/13599>)

Mail-in Registration (pay by check) - contact **Megan Dunn** (<mailto:mdunn@calcities.org>) to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early bird (through July 16)	After July 16 and onsite
City Delegate		
Member City	\$ 550	\$ 600
Nonmember City	\$ 1550	\$ 1600
Public Official		
State/County/Public Official	\$ 625	\$ 675
Partner/Exhibitor		
Company Representative	\$ 625	\$ 675
All Others	\$ 825	\$ 875

Optional Registration Add-ons (non-refundable)

City Clerks Workshop (includes lunch) - \$150 member cities, \$300 non-member cities

Guest Registration - \$125

The guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. **Rate includes admission to the Expo and receptions only.** Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Questions or special needs? Contact conference registrar **Megan Dunn**
(mailto:mdunn@calcities.org) before Wednesday, August 25.

One-Day Registration

Early bird rates are not available for one-day registration

City Delegate

Member City	\$ 325
Nonmember City	\$ 1325

Public Official

State/County/Public Official	\$ 375
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Partner/Exhibitor

Company Representative	\$ 375
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All Others	\$ 575
------------	--------

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>), and received on or before **September 15**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

General Information

Conference Location

The 2021 Annual Conference will be held at the SAFE Credit Union Convention Center, located at 1400 J Street in Sacramento. All sessions will be held at the convention center unless otherwise noted.

Brown Act and Cal Cities Conferences

The Brown Act permits the attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body. However, a majority of the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

Helen Putnam Award for Excellence

This program, supported by the League Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays by cities that won the 2021 prestigious award and learn what your city can adapt from their success. Displays can be found in the League Partner Village in the Expo Hall.

Institute for Local Government

The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities, and public service ethics. Please visit www.ca-ilg.org (<http://www.ca-ilg.org/>) to learn more.

Mayors and Council Members Leadership Academy Torch Program

The MCMLA torch program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials from throughout the state earn recognition as they progress upward through three sequential levels of achievement.

Session Materials

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference. You can download or print session materials in advance or after the conference for additional resources.

Educational Sessions

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools, and best practices. Connecting professional experience and collective

understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources.

First Time Attendees

A special presentation to welcome first-time attendees is scheduled for Wednesday at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

Minimum Continuing Legal Education (MCLE) Credits Available

With support and leadership from the City Attorneys Department, a limited number of sessions will provide Minimum Continuing Legal Education (MCLE) presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts and Civil Rights, Labor and Employment, and Land Use and CEQA. Additional timely municipal law topics will be covered, including one hour of MCLE specialty credit. Sessions providing MCLE credit will be noted in the conference program. All conference participants are welcome to attend sessions that offer MCLE credit.

Finance Directors with CPAs can Earn Continuing Professional Education (CPE) Credits

With support and leadership from the Municipal Finance Officers Department, a limited number of sessions are eligible to earn CPEs for those with a California Board of Accountancy (CBA) license. Sessions providing CPE will be noted in the conference program. All conference participants are welcome to attend CPE-earning sessions.

State Mandated Training

Training to meet state requirements on specific ethics laws and principles and workplace harassment, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 training) will be available Friday morning during the concurrent sessions.

League Partner Sessions

Sessions planned by our League Partners will be scheduled during regular conference times and be designated with special signage and a note in the program. This is an excellent opportunity for Cal Cities members to get to know our Partners in a new way.

City Clerks Workshop

The annual City Clerks Workshop is scheduled on Wednesday morning at 8:30 a.m. as a pre-conference workshop. The workshop begins with a 30-minute department business meeting

followed by a four-hour workshop. CMC/MMC Advanced Education Point accreditation will be available. (Additional registration is required to attend the workshop).

Networking Opportunities

Host City Reception

The City of Sacramento welcomes delegates to the League of California Cities Annual Conference and Expo. Please join us at the opening night host reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5–7 p.m. on Wednesday in the Expo Hall.

Caucuses

The Board of Directors has recognized five diversity groups: African American Caucus; Asian Pacific Islander Caucus; Lesbian Gay Bisexual Transgender Queer Caucus (LGBTQ); Latino Caucus; and Women's Caucus. **Sign up** (</home/get-involved/caucuses>) to join one or more of the Cal Cities' caucuses. Caucus networking events at the Annual Conference are open to all attendees.

Regional Divisions

Regional Divisions function as Cal Cities' grassroots advocacy teams. Divisions are staffed locally by public affairs managers to support Cal Cities' goals. Contact your regional public affairs manager for more information about division networking events during the conference. (Additional registration may be required for Regional Division activities).

CitiPAC Leadership Reception

CitiPAC will present its Leadership Reception on the evening of Wednesday, September 22. Join conference attendees for this wonderful event in support of CitiPAC featuring food, beverages, and entertainment.

Organization Meetings

Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming Cal Cities policy and programs. Discover what your colleagues are working on with Cal Cities by attending the department business meetings scheduled throughout the conference.

General Resolutions Committee

Policy developments is a key part of the Cal Cities legislative process and Cal Cities' annual conference resolutions process is one way that city officials can directly participate in the development of Cal Cities policy. The deadline to submit resolutions is July 24. Visit the **Policy and Resolutions** page (</home/action-agenda/policy-and-resolutions>) for more information.

Sessions and speakers are subject to change.

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200
F: (916) 658-8240

Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

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**ITEM: DISCUSSION REGARDING SCHEDULING AN
UPCOMING CITY COUNCIL WORKSHOP FOR GOALS
AND PRIORITIES SETTING FOR FISCAL YEARS 21-22
& 22-23**

**RECOMMENDATION: City Council to Discuss and Provide Direction on
Scheduling a Future Goal and Priorities Setting
Workshop for Fiscal Years 21-22 & 22-23**

SUMMARY:

A Goals and Priorities Setting Workshop is an opportunity for the City Council and the public to identify, discuss, and prioritize key work programs that can be addressed over a specified period of time. The vast majority of City resources are used to deliver core governmental services, and these operations will continue independent of this process. Goals and priorities setting allows the Council to communicate specific areas for focused policy attention.

During the June 2, 2021, Budget Hearings, City Council expressed consensus on holding a future Goals and Priorities Setting Workshop in order to establish updated goals for the City.

This report provides a brief summary on prior City Council actions, project priorities and goals. Therefore, tonight's purpose is to receive direction from City Council on the logistics of the upcoming Goal and Priorities Setting Workshop. Including setting a date/time for the workshop, topics of discussion, projects for consideration and review of prior accomplishments.

BACKGROUND:

Prior Workshops, Goals and Priorities

Over the years, the City Council periodically held workshops to review the City's goals and priorities from previous years to assist in establishing future goals and priorities. In March 2015, the City Council held a Goals and Priorities Setting discussions, reviewed prior goals, prioritized future projects and established the most recent goals and priorities as defined below.

The current City Council goals, as adopted in 2015:

The goals as developed are broad in nature; however, the City Council can provide staff with objectives on which to focus during the upcoming years. The following are examples based on existing goals and prior City Council discussions.

CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL MEETING
DISCUSSION REGARDING WORKSHOP FOR GOALS AND PRIORITIES

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1. Enhance and Maintain Effective Public Safety

Objectives:

- A. Maintain safe streets
- B. Explore technological advancements to support public safety
- C. Prioritize CIP Projects that improve public safety

2. Maintain Long-Term Financial Sustainability

Objectives:

- A. Maintain General Fund Reserve level according to policy
- B. Monitor and address future financial obligations (OPEB, pensions, etc.)

3. Enhance Economic Growth

Objectives:

- A. Attract business to locate in Lathrop
- B. Support existing businesses
- C. Enhance and maintain City infrastructure

4. Promote Community Values and Civic Engagement

Objectives:

- A. Enhance services and recreational opportunities
- B. Encourage community participation on Commissions / Committees
- C. Coordinate community events
- D. Foster and maintain partnerships with local agencies and organizations

5. Provide Responsive Community Services

Objectives:

- A. Control and minimize costs to residents
- B. Enhance City Council accessibility
- C. Increase communication to residents
- D. Promote and invest in staff development and training

While the current goals have been effective in guiding the City of Lathrop toward a continued state of sustainability, Council can propose slight modifications to the existing goals in order to reflect the City's current position. The goals can derive from the existing goals as a starting point for City Council discussion and consideration. Alternatively, the City Council can develop entirely new goals.

Examples of Prior Project Priorities

- General Fund
 - River Park Restroom
 - 7th Street Skate Park
 - Woodfield Park Solar Lighting

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DISCUSSION REGARDING WORKSHOP FOR GOALS AND PRIORITIES

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- Measure C
 - Shade Structures at Generations Center / Skate Park Area, Park West, and Mossdale Community Park
 - New Park Equipment and Rubberized Surface for Mossdale, Crescent, Valverde, Woodfield, and Sangalang Parks
 - Lathrop Generations Center / Teen Café Improvements
 - Mobile Trailer for City Recreational & Community Events
 - Senior Center Kitchen Renovations
 - Thomsen Park Solar Lighting
 - Lathrop Road & Golden Valley Parkway Traffic Improvements
 - Dog Park Improvements
 - Parks West Tennis Court Resurfacing
 - Basketball Courts Resurfacing
 - City Hall Lobby, Conference Rooms and Office Space(s) Remodel

Tonight's Council Discussion

The purpose of tonight's discussion is to receive direction from Council on the logistics of the upcoming Goal and Priorities Setting Workshop.

- ✓ Set Workshop (Special Meeting) date and time.
- ✓ Provide consensus on topics of discussion:
 - Project List
 - Goals and Priorities
 - Council vision on short-term and long-term future
 - Review Prior Accomplishments
- ✓ Input from Staff?
 - In the past, staff has proposed goals that reflected the City's current position and were used as a starting point for City Council discussion and consideration. The City Council discussed and changed as needed.
- ✓ Select Moderator
 - Staff vs Consultant

Another consideration is whether goals and priorities should continue to be set to align with the 5 Year Capital Improvement Program (CIP), which also aligns with the biennial budget. The majority of City operations are based and tracked on fiscal years. In addition, staff currently prepares accomplishments and work plans for budget discussions, therefore, having goals align with the CIP list would assist in formulating work plans for the upcoming budget year.

REASON FOR RECOMMENDATION:

To provide staff with guidance on Council's vision, mission and priorities.

FISCAL IMPACT:

None.

**CITY MANAGER'S REPORT
AUGUST 9, 2021 CITY COUNCIL MEETING
DISCUSSION REGARDING WORKSHOP FOR GOALS AND PRIORITIES**

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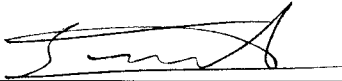
APPROVALS:



Teresa Vargas
Government Services Director &
City Clerk

8/4/2021


Date



Salvador Navarrete
City Attorney

8-4-2021

Date



Stephen J. Salvatore
City Manager

8.4.21

Date

ITEM 6.1

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Review Current Senior Advisory Commission Vacancies: Appoint One (1) Member to the Senior Advisory Commission with Term Expiring June 30, 2024; and Consider Extending the Terms of Three (3) Existing Members Not Able to Meet During the COVID-19 Pandemic, from June 30, 2021 to June 30, 2022

SENIOR ADVISORY COMMISSION – LMC CHAPTER 2.24

Review current Senior Advisory Commission vacancies: Appoint One (1) member to the Senior Advisory Commission with term expiring June 30, 2024; and consider extending the terms of three (3) existing members not able to meet during the COVID-19 Pandemic, from June 30, 2021 to June 30, 2022; one application received.

Summary of Current Vacancies:

- Three (3) seats eligible for 1 Year extension, from June 30, 2021 to June 30, 2022
- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022
- One (1) seat available (regularly scheduled vacancy), with term from date of appointment through June 30, 2024

Commissioner(s) Eligible for 1 Year Extension	Date of Appointment	Reappointment Date	Term Expiration Date
Vada Klingman	07/20/15	06/11/18	06/30/21 to 06/30/22 (Termed out thereafter)
Gerald Rose	07/20/15	06/11/18	06/30/21 to 06/30/22 (Termed out thereafter)
Delores Lewis	07/17/17	06/11/18	06/30/21 to 06/30/22 (Termed out thereafter)

Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Robert Long	11/19/18	6/10/19	6/30/22 Resigned in March 2021

Regularly Scheduled Vacancies	Term Expiration Date
Vacancy	Recommended Term: Present to 06/30/24 Prior Commissioner term expired 06/30/20, due to the COVID-19 Pandemic this regularly scheduled vacancy was not filled on 07/01/20.

APPLICANT FOR CONSIDERATION:

1. Malia Tenisia Mika



COMMISSION/COMMITTEE APPLICATION

Applying for: SENIOR ADVISORY

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 19 2021

Name: MALIA TENISIA MIKA CITY CLERK

Address: [REDACTED] City: LATHROP Zip: 95330

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 6 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 [REDACTED]

Employment/Volunteer Information:

Organization: STANFORD UNIVERSITY Date: 1996-2003 Position(s): RETIRED
Location: GRADUATE SCHOOL OF BUSINESS Position(s): ADMIN. MANAGER

Responsibilities/accomplishments: ORGANIZE ALL CONFERENCE FOR THE OUTSIDE SEMINARS & MEETINGS FOR THE UNIVERSITY AND OTHER ORGANIZATIONS ALLIES OF THE UNIVERSITY

Organization: SAFEDAY CORP. SUNNYVALE Date: DATE-1987-2008 Position(s): BOOKKEEPER, BOOTH MANAGER

Responsibilities/accomplishments: ASSIST STORE MANAGER, TRAIN NEW EMPLOYEES, SET UP ALL REGISTERS FOR THE PREPARE OPENING & CLOSING STORE DAILY REPORT PREPARE THE DEPOSIT FOR THE BANK.

Community Activities that you have been involved with (feel free to attach additional pages)

OUR LADY OF GUADALUPE CHURCH = LITURGICAL PASTOR
 Name of Organization Position/Responsibilities Dates
 LATHROP SENIOR CENTER
 CUSTOMER SERVICE 2016-2019 PASTORAL COUNCIL
 Name of Organization Position/Responsibilities/Accomplishments Dates

SPECIAL AWARDS OR RECOGNITIONS YOU HAVE RECEIVED:
 MOST HOLY TRINITY CHURCH SAN JOSE 1985-
 FINANCIAL PARISH COUNCIL MEMBER FOR 2015
 30 YRS. AWARD FOR 10 YRS POPE JOHN PAUL

Educational Information:

ST. MARY'S COLLEGE PONGONO/AUCKLAND NZ
 Educational Institution Degree/Diploma Field Year
 PUBLIC SERVICES ACCOUNT.
 INSTITUTE OF LEADERSHIP MINISTRY - COMMUNITY & OUTREACH
 Educational Institution Degree/Diploma Field Year
 DIOCESE SAN JOSE, CA. 2006-2009

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

VOLUNTEER TO RAISE FUND IN THE CHURCH
 HALF MILLION DOLLAR DEBT. FOR MY PARISH
 SCHOOL WAS READY TO CLOSE
 FROM 12/10/10 - 6/7/2015. PAY OFF THE
 DEBT SAVE THE SCHOOL FROM CLOSING
 BOUGHT NEW TABLE & CHAIRS FOR THE
 HALL THE DINNER WAS HELD FOR 5 YRS
 FUND RAISING TO PAY OFF THE SCHOOL DEBT.

Please sign and date your application and submit to the Office of the City Clerk at the address below.

Signature Maria Turk Date April 14, 2021

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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ITEM 6.2

CITY MANAGER'S REPORT AUGUST 9, 2021 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024

MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024; one (1) application received.

Summary of Current Vacancies:

- Two (2) seats available (regular scheduled vacancies), with term from date of appointment through June 30, 2024
- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022

Regular Commissioner(s) Vacancies	Date of Appointment	Reappointment Date	Term Expiration Date
Brandy Perkins	08/13/18	N/A	06/30/21
Michelle Maddon	08/13/18	N/A	06/30/21

Commissioner Vacancy due to Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Jeremy Aguilar	02/10/20	N/A	06/30/22 <i>Resigned in May 2021</i>

APPLICANT FOR CONSIDERATION:

1. Brandy Perkins



COMMISSION/COMMITTEE APPLICATION

Applying for: Measure C

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

JUL 12 2021

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Brandy Perkins

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) _____ Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 12 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 N/A

Employment/Volunteer Information:

Comcast Cable 1/28/2005
Organization Date

Livermore Op Engineer 3
Location Position(s)

Responsibilities/accomplishments: Planning and Design

Organization Date

Location Position(s)

Responsibilities/accomplishments: _____

Name of Organization	Position/Responsibilities	Dates
The New Lathrup NW FB	Page Founder	May / 2018

Special Awards or Recognitions you have received: _____

Educational Institution	Degree/Diploma	Field	Year
M.H.	AA	General Studies	2003

Extending my term

Signature Brandy Jenkins Date 7/12/2021

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

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ITEM 6.3

CITY MANAGER'S REPORT AUGUST 9, 2021 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, 2024; One (1) Application Received

PARKS AND RECREATION COMMISSION – LMC CHAPTER 2.16

Appointment of One (1) Member to the Parks & Recreation Commissions, with Term Expiring June 30, 2024; one (1) application was received.

Summary of Current Vacancy:

- One (1) seat available (regular scheduled vacancy), with term from date of appointment through June 30, 2024

Regular Commissioner(s) Vacancies	Date of Appointment	Reappointment Date	Term Expiration Date
Romi Bhinder	10/21/13	6/15/15 8/13/18	6/30/21 (Termed Out)

APPLICANT FOR CONSIDERATION:

1. Jennifer Hopping



COMMISSION/COMMITTEE APPLICATION

Applying for: Parks and Recreation Commission

RECEIVED

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.

JUN 30 2021

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Jennifer Hopping

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) _____ Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 7 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:

Lawrence Livermore National Lab April 2014-present
Organization Date

Livermore, CA Site Strategic Planner
Location Position(s)

Responsibilities/accomplishments: LLNL Site Development Plan subject matter Expert; established move management system to track occupancy.

Sandia National Laboratories August 2011 - April 2014
Organization Date

Livermore, CA Space management Strategic Planner
Location Position(s)

Responsibilities/accomplishments: Subject matter Expert for Corporate Space database. Translates complex data into presentations for decision making.

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Jr. Spartans	Homecoming committee / Snackbar	2019
Name of Organization	Position/Responsibilities	Dates

Lathrop Parks + Rec	Masterplan stakeholder	2020
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: LNU Director's Institutional Operations Excellence Award (2020 & 2019); NNSA Excellence Award (2020 & 2019)

Educational Information:

CSU-East Bay	Master in Public Administration (M.P.A.) option in Public Management and Policy	2013
Educational Institution	Degree/Diploma	Field Analysis Year

Cal Poly, Pomona	Bachelor of Science Urban & Regional Planning	2010
Educational Institution	Degree/Diploma	Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Before moving to Lathrop, I served on the City of Livermore's Beautification committee from May 2011-March 2014-serving as their chair in 2013. I enjoyed my service to the community and would love the opportunity to serve the city of Lathrop too. My children have participated in many of the activities provided by the Parks + Rec department and our entire family values the facilities. Thank you for reviewing my application.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Jennifer Hopping
Signature

6/30/2021
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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