## CITY MANAGER'S REPORT SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF A CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR THE AUTHORITY'S COMMUNITY FACILITIES DISTRICTS

RECOMMENDATION: Adopt Resolution Approving a Consolidated Joint Community Facilities Agreement with River Islands Public Financing Authority (RIPFA) for the Authority's Community Facilities Districts

# SUMMARY:

In June of 2003, the City Council authorized the Mayor to enter into a Joint Community Facilities Agreement (JCFA) with the River Islands Public Financing Authority (RIPFA or Authority) to facilitate the formation of a Community Facilities District (CFD). The primary purpose of the CFD was to provide financing for public improvements related to development within and adjacent to River Islands. Since that time, the City has entered into a number of JCFA's with RIPFA for additional infrastructure financed with bonds issued by RIPFA.

The River Islands Public Financing Authority has recently formed its Community Facilities District No. 2023-1 (Public Facilities) and its Community Facilities District No. 2023-2 (Public Facilities Supplemental) in connection with the continued development of the River Islands community. The new CFD's are authorized to fund various public improvements related to Phase 2 of the master planned community, some of which are expected to be owned by the City. As with other community facilities districts formed by the Authority that have financed City Improvements, the Government Code requires that the Authority enter into a joint community facilities agreement with the City.

Rather than provide what would be a new sixth joint community facilities agreement between the City and RIPFA, a Consolidated Joint Community Facilities Agreement is being proposed. This consolidated agreement will supersede the five current joint community facilities agreements relating to the Authority's community facilities districts and will add the two new CFD's. This will simplify the process moving forward, allowing for a single agreement between the City and RIPFA for all of the Authority's community facilities districts. The text of the proposed Consolidated Joint Community Facilities Agreement, a copy of which accompanies this City Manager's report, is virtually identical to the existing five joint community facilities agreements.

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Staff recommends that the City Council approve the Consolidated Joint Community Facilities Agreement to provide for the funding of the improvements for the River Islands development.

## BACKGROUND:

In June of 2003, the City Council authorized the Mayor to enter into a Joint Community Facilities Agreement (JCFA) with the River Islands Public Financing Authority (RIPFA or Authority) to facilitate the formation of a Community Facilities District (CFD). The primary purpose of the CFD was to provide financing for public improvements related to development within and adjacent to River Islands. Since that time, the City has entered into a number of JCFA's with RIPFA for additional infrastructure financed with bonds issued by RIPFA.

The River Islands Public Financing Authority has recently formed its Community Facilities District No. 2023-1 (Public Facilities) and its Community Facilities District No. 2023-2 (Public Facilities Supplemental) in connection with the continued development of the River Islands community. The new CFD's are authorized to fund various public improvements related to Phase 2 of the master planned community, some of which are expected to be owned by the City. As with other community facilities districts formed by the Authority that have financed City Improvements, the Government Code requires that the Authority enter into a joint community facilities agreement with the City.

RIPFA and the City have entered into multiple joint community facilities agreements with respect to the CFD's. The Board of Directors of RIPFA has advised the City of Lathrop that it has formed eight different community facilities districts (collectively, the "CFD's"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, in order to finance various public improvements necessitated by the development occurring within the River Islands at Lathrop community.

| Name:                                    | Issued For:                    |
|--|--------------------------------|
| Community Facilities District No. 2003-1 | Public Improvements            |
| Community Facilities District No. 2015-1 | Public Improvement Financing   |
| Community Facilities District No. 2016-1 | River Islands Supplemental     |
| Community Facilities District No. 2019-1 | Phase 2 Public Improvements    |
| Community Facilities District No. 2020-1 | Stage 2B Public Improvements   |
| Community Facilities District No. 2021-1 | Public Improvements            |
| Community Facilities District No. 2023-1 | Public Facilities              |
| Community Facilities District No. 2023-2 | Public Facilities Supplemental |

These community facilities districts are each listed in the table below:

RIPFA is requesting that the City enter into a Consolidated Joint Community Facilities Agreement with RIPFA that will supersede the Prior Agreements and otherwise to

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apply to each of the listed CFD's. This act will memorialize their understanding with respect to the proceeds of the Special Taxes, the Bonds, the Notes and the Improvements.

Rather than provide what would be a new sixth joint community facilities agreement between the City and RIPFA, a Consolidated Joint Community Facilities Agreement is being proposed. This consolidated agreement will supersede the five current joint community facilities agreements relating to the Authority's community facilities districts and will add the two new CFD's. This will simplify the process moving forward, allowing for a single agreement between the City and RIPFA for all of the Authority's community facilities districts. The text of the proposed Consolidated Joint Community Facilities Agreement, a copy of which accompanies this City Manager's report, is virtually identical to the existing five joint community facilities agreements.

## **REASON FOR RECOMMENDATION:**

Staff recommends that the City Council approve the Consolidated Joint Community Facilities Agreement to provide for the funding of the improvements for the River Islands development. The consolidated agreement will provide one agreement that will encompass the prior agreements and add the recently formed Community Facilities District No. 2023-1 (Public Facilities) and Community Facilities District No. 2023-2 (Public Facilities Supplemental).

## FISCAL IMPACT:

The City shall have no obligation under the Consolidated Joint Community Facilities Agreement for the financing, completion or payment of any costs associated with the design and construction of the improvements. All costs associated with review and approval of the design, inspections and all aspects associated with the acceptance of improvements shall be paid from the River Islands Public Financing Authority's Improvement Fund.

# ATTACHMENTS:

- A. Resolution Approving a Consolidated Joint Community Facilities Agreement with River Islands Public Financing Authority (RIPFA) for the Authority's Community Facilities Districts
- B. Consolidated Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA)

## APPROVALS:

2

Thomas Hedegard Deputy City Manager

FOR

Brad Taylor City Engineer

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Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

2/29/23

Date

8.31.2023 Date

8-30.2023

Date

<u>9 · I · 23</u> Date

#### RESOLUTION NO. 23 -

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING FOR THE AUTHORITY'S COMMUNITY FACILITIES DISTRICTS

**WHEREAS**, the Board of Directors of the River Islands Public Financing Authority ("RIPFA") has advised the City of Lathrop that it has formed eight different community facilities districts (collectively, the "CFDs"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, in order to finance various public improvements necessitated by the development occurring within the River Islands at Lathrop community, including Community Facilities District No. 2003-1 ("CFD 2003-1), Community Facilities District No. 2015-1 (Public Improvement Financing) ("CFD 2015 1"), Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD 2016-1"), Community Facilities District No. 2019-1 (Phase 2 Public Improvements) ("CFD 2019-1"), Community Facilities District No. 2020-1 (Stage 2B Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Facilities), and Community Facilities District No. 2023-2 (Public Facilities Supplemental); and

**WHEREAS**, the Board of Directors of RIPFA has further advised the City of Lathrop that RIPFA has and will continue to levy, or expects to levy, as applicable, special taxes on property within the CFDs (the "Special Taxes"), and has issued or intends to issue, as applicable, special tax bonds for the CFDs and any improvement areas therein (collectively, the "Bonds") the debt service on which is and will be payable from the Special Taxes; and

**WHEREAS**, the Board of Directors of RIPFA has further advised the City of Lathrop that RIPFA has issued and intends to continue to issue its revenue anticipation notes (the "Notes") the debt service on which is and will continue to be payable from the Special Taxes; and

**WHEREAS**, in order to enable the CFDs to finance public improvements to be owned by the City (the "Improvements"), Section 53316.2 of the California Government Code requires that the City and RIPFA enter into one or more joint community facilities agreements with respect to those Improvements to be owned by the City; and

**WHEREAS**, RIPFA and the City have entered into joint community facilities agreements with respect to the CFDs, currently including a Joint Community Facilities Agreement, dated November 16, 2015, relating to CFD 2015-1; a Joint Community Facilities Agreement, dated as of July 9, 2019, relating to CFD 2019-1; a Joint Community Facilities Agreement, dated as of May 10, 2021, relating to CFD 2020-1 and CFD 2021-1, a Joint Community Facilities Agreement, dated as of May 10, 2021, relating to CFD 2020-1 and CFD 2021-

2003-1; and a Joint Community Facilities Agreement, dated as of November 14, 2022, relating to CFD 2016-1 (collectively, the "Prior Agreements"); and

**WHEREAS**, RIPFA has now requested that the City enter into a Consolidated Joint Community Facilities Agreement with RIPFA in substantially the form as attached to the September 11, 2023 staff report that will supersede the Prior Agreements and otherwise to apply to each of the CFDs, so as to memorialize their understanding with respect to the proceeds of the Special Taxes, the Bonds, the Notes and the Improvements; and

**WHEREAS**, staff recommends that the City Council approve the Consolidated Joint Community Facilities Agreement to provide for the funding of the Improvements for the River Islands of Lathrop development.

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

**Section 1**. Approval of Consolidated Joint Community Facilities Agreement. The City Council hereby approves the Consolidated Joint Community Facilities Agreement between the City of Lathrop and River Islands Public Financing Authority for the CFDs, in the form provided in the City staff report for this matter, and hereby authorizes and directs the City Manager to execute and the City Clerk to attest the Consolidated Joint Community Facilities Agreement in such form. The City Council hereby deciares that the Consolidated Joint Community Facilities Agreement will be beneficial to City residents.

**Section 2.** Official Action. The Mayor, City Manager, City Clerk and all other proper officers of the City are hereby authorized and directed to take all actions and do all things necessary or desirable to implement the Consolidated Joint Community Facilities Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution and the Consolidated Joint Community Facilities Agreement.

Section 3. Effective Date. This Resolution shall take effect upon its adoption.

The foregoing resolution was passed and adopted this  $11^{th}$  day of September 2023, 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

# CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT --CITY OF LATHROP

This Consolidated Joint Community Facilities Agreement – City of Lathrop (the "Agreement"), dated for convenience as of September 11, 2023, is by and between the River Islands Public Financing Authority (the "Authority") and the City of Lathrop, California (the "Participating Agency").

## RECITALS:

WHEREAS, the Board of Directors of the Authority has formed eight different community facilities districts (collectively, the "CFDs"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, in order to finance various public improvements necessitated by the development occurring within the River Islands at Lathrop community, including Community Facilities District No. 2003-1 (Public Improvements) ("CFD 2003-1), Community Facilities District No. 2015-1 (Public Improvement Financing) ("CFD 2015-1"), Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD 2016-1"), Community Facilities District No. 2019-1 (Phase 2 Public Improvements) ("CFD 2019-1"), Community Facilities District No. 2020-1 (Stage 2B Public Improvements) ("CFD 2020-1"), Community Facilities District No. 2021-1 (Public Improvements) ("CFD 2021-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2020-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2020-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2020-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2020-1"), Community Facilities District No. 2023-1 (Public Improvements) ("CFD 2023-2 (Public Supplemental); and

WHEREAS, the Authority has and will continue to levy, or expects to levy, as applicable, special taxes on property within the CFDs (the "Special Taxes"), and has issued or intends to issue, as applicable, special tax bonds for the CFDs and any improvement areas therein (collectively, the "Bonds") the debt service on which is and will be payable from the Special Taxes; and

WHEREAS, the Authority also has issued and intends to continue to issue its revenue anticipation notes (the "Notes") the debt service on which is and will continue to be payable from the Special Taxes; and

WHEREAS, one or more of the CFDs are authorized to finance, among other improvements the public improvements described in Exhibit A hereto (the "Improvements"), which Attachment is, by this reference, incorporated herein; and

WHEREAS, the Participating Agency owns some of the Improvements that have been conveyed to and accepted by the Participating Agency, and the parties hereto expect that the Participating Agency in the future will own some of the other Improvements if they comply with the standards, and have been completed to the satisfaction, of the Participating Agency, and certain other of the Improvements are owned or will be owned but not maintained by the Participating Agency as indicated on Exhibit A; and

WHEREAS, Section 53316.2 of the Act requires that the Authority enter into a joint community facilities agreement with the Participating Agency in respect of the Improvements which Improvements are to be financed, in part, with the proceeds of the Special Taxes, the Bonds and the Notes, and, upon completion, are to be owned or operated by the Participating Agency; and

WHEREAS, the Authority and the Participating Agency have entered into several joint community facilities agreements with respect to the CFDs, currently including a Joint Community Facilities Agreement, dated as of November 16, 2015, relating to CFD 2015-1, a Joint Community Facilities Agreement, dated as of July 9, 2019, relating to CFD 2019-1, a Joint Community Facilities Agreements, dated as of June 13, 2022, relating to CFD 2003-1, a Joint Community Facilities Agreement dated as of November 14, 2022, relating to CFD 2016-1, and a Joint Community Facilities Agreement dated as of May 10, 2021, relating to CFD 2020-1 and CFD 2021-1 (collectively, the "Prior Agreements"); and

WHEREAS, the Authority and the Participating Agency now desire to enter into this Agreement to supersede the Prior Agreements and otherwise to apply to each of the CFDs, so as to memorialize their understanding with respect to the proceeds of the Special Taxes, the Bonds, the Notes and the Improvements, all as more particularly set forth below.

# AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and mutual covenants set forth below, the parties hereto do hereby agree as follows:

Section 1. <u>Reservation of Funds; Use of Special Taxes</u>. The Authority has used and intends to use proceeds of Special Taxes and proceeds of the Bonds and the Notes, as they have been and in the future will be received by the Authority for one or more of the CFDs, to finance the costs incurred in connection with the acquisition and construction of the Improvements and other public improvements authorized to be financed by the CFDs. Proceeds of (a) the Bonds and of Special Tax levies on property in the CFDs not needed to pay costs of administration of the respective CFD or needed to pay the Bonds or the Notes, have been or will be, as applicable, held, with respect to each CFD, in an Improvement Fund established by the Authority for the respective CFD (collectively, the "Improvement Funds") for the sole and exclusive benefit of the respective CFD; and (b) of the Notes have been and will be held in one or more Note Proceeds Accounts (the "Note Proceeds Accounts"). Amounts in the Improvement Funds and the Note Proceeds Accounts shall in no way be pledged as security for any Bonds or Notes.

Other than the funds described in the preceding paragraph, to the extent they are allocated by the Authority to pay costs of the Improvements, the Authority shall have no obligation to pay for any of the costs of the Improvements, including but not limited to any costs of planning, acquisition, construction, installation or inspection of the Improvements. Any costs

of the Improvements in excess of the available Special Taxes, and proceeds of Bonds in the Improvement Funds and proceeds of the Notes in the Note Proceeds Accounts (together, the "Funding Sources") will be paid by or on behalf of the master developer of the land in the CFDs, which is River Islands Development, LLC or a related entity (together, the "Master Developer").

The Participating Agency shall have no obligation whatsoever to pay for any of the costs to complete the Improvements, and will only accept title to, and/or the maintenance of, those Improvements which conform to all of the Participating Agency's standards and are free and clear of all liens, stop notices and other obligations.

All Special Taxes levied by the Authority on property in a CFD shall be used as provided in the proceedings of the Authority to form the respective CFD.

Section 2. <u>Construction of Improvements</u>. The Improvements owned and to be owned and/or operated by the Participating Agency have been or will be constructed pursuant to plans and specifications approved by the Participating Agency and in accordance with all applicable requirements of the Participating Agency. It is expected that all construction of the Improvements will be done by independent contractors employed, supervised and administered by (a) Island Reclamation District No. 2062, (b) the Master Developer, or (c) another entity related to the Master Developer (collectively, the "Development Entities"). The Participating Agency shall not have any liability whatsoever in respect of any work performed in connection with the Improvements that is undertaken by or at the direction of any of the Development Entities; provided that this sentence shall in no way limit any rights the Participating Agency may have against any persons or entities in respect of the acquisition or construction of the Improvements once the Participating Agency accepts title to and control over the Improvements to be owned by it.

To the extent that the Participating Agency incurs expenses incident to reviewing and approving design plans and specifications, conducting field inspections and otherwise in connection with the design and construction of the Improvements, or in connection with the acceptance of the Improvements to be owned by it, such expenses shall be reimbursed to the Participating Agency, upon presentation of an invoice as to the nature and amount of such expenses, from available Funding Sources or, if there are no such available funds, from one or more of the Development Entities described in clauses (b) or (c) of the second sentence of the preceding paragraph.

Section 3. <u>Inspection and Acceptance</u>; Use of Bond Funds. The Participating Agency shall cause inspections to be made during the construction of the Improvements not yet completed in accordance with its customary procedures for construction projects of a similar nature.

Upon completion of construction of the Improvements to be owned by it to the sole and complete satisfaction of the Participating Agency, the Participating Agency shall accept dedication of such Improvements in accordance with its customary procedures, and shall accept ownership, and (as applicable) responsibility for operation of the Improvements to be owned by it conditioned upon the passage to the Participating Agency of title clear of all encumbrances unacceptable to the Participating Agency in its sole discretion. The Participating Agency shall

have no responsibility with respect to the ownership or operation of any of the Improvements unless and until construction has been completed to the satisfaction of the Participating Agency, and with respect to the Improvements to be owned by it the Participating Agency has accepted dedication of the Improvements.

The Authority shall have no obligation to at any time to own or operate any of the Improvements.

The Authority has disbursed and will continue to disburse the proceeds of Special Taxes and of Bonds and the Notes described in Section 1 above to pay or reimburse payment of the costs incurred by the Development Entities in connection with the construction of the Improvements. The Authority may continue to disburse such amounts as are necessary to pay costs of construction of the Improvements prior to completion of all of the Improvements, to the extent that such disbursement is permissible under the Act.

Section 4. <u>Limited Obligations</u>. All obligations of the Authority under and pursuant to this Agreement shall be limited to the Funding Sources. No Boardmember, officer, employee or agent of the Authority shall in any event be personally liable hereunder.

The sole obligation of the Participating Agency hereunder shall be to inspect and accept the Improvements to be owned by it as described above. The Participating Agency shall have no responsibility or obligation with respect to the Improvements to be owned by it for any action occurring prior to acceptance of dedication by the Participating Agency. If, for any reason whatsoever there are insufficient Funding Sources to complete the Improvements or any portion thereof, the Participating Agency shall have no obligation to the Authority under this Agreement fund any such shortfall. If the Participating Agency shall fail to perform any of its obligations hereunder, the sole remedy of the Authority shall be the commencement of an action in the Superior Court for specific performance by the Participating Agency of such obligations.

Section 5. <u>Ratification of Use of Funding Sources</u>. To the extent that any of the Funding Sources have been used to finance costs of the Improvements, the Authority, on behalf of the CFDs, and the Participating Agency, hereby ratify such use.

Section 6. <u>Termination</u>. This Agreement shall terminate upon the earlier of (a) December 31, 2060, or (b) acceptance of the ownership and/or operation, as applicable, of the Improvements to be owned by the Participating Agency, and the disbursement of amounts from the Improvement Funds and the Note Proceeds Accounts to pay costs of the Improvements.

Section 7. <u>Agreement of Benefit to Residents</u>. By their respective approvals of this Agreement, the Authority and the Participating Agency have each declared and hereby confirm that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Improvements in furtherance of the purposes of the Act.

Section 8. <u>Partial Invalidity</u>. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 9. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement is for the sole benefit of the Authority, the CFDs and the Participating Agency and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 10. <u>Amendment</u>. This Agreement may be amended at any time but only in writing signed by each party hereto.

Section 11. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties hereto with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties hereto with respect to the subject matter of this Agreement. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 12. <u>Severability</u>. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 13. <u>Governing Law</u>. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 14. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 15. <u>Termination of Prior Agreements</u>. Upon the execution and delivery of this Agreement by the Authority and the Participating Agency, the Prior Agreements shall terminate and be of no further force and effect.

\* \* \* \* \* \* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

> CITY OF LATHROP, CALIFORNIA (the "Participating Agency")

Date of Execution: \_\_\_\_\_, 2023

By:\_\_\_

Attest:

Sonny Dhaliwal, Mayor

Approved as to form for the City of Lathrop:

Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

**RIVER ISLANDS PUBLIC FINANCING** AUTHORITY (the "Authority")

Date of Execution: \_\_\_\_\_, 2023

By:\_\_\_\_\_ Jeffrey K. Shields, Executive Director

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[signature page to Consolidated Joint Community Facilities District – City of Lathrop]

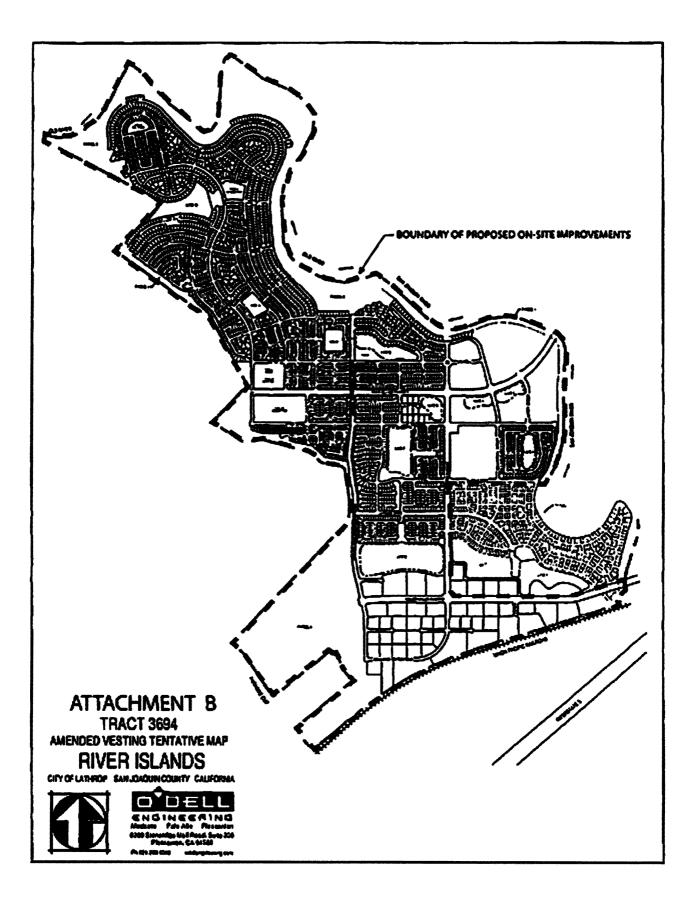
# EXHIBIT A

# DESCRIPTION OF THE IMPROVEMENTS TO BE OWNED AND OPERATED BY THE PARTICIPATING AGENCY

- Roadway improvements and bridges, including curb, gutter and sidewalks; monumentation; landscaping and irrigation; and related improvements.
- Water supply and distribution improvements, including construction of tanks, pump stations, pipelines and related facilities.
- Storm drains and related improvements.
- Sewer improvements, including pipelines, lift stations, treatment plant improvements, spray fields for disposal of reclaimed water, force mains and related facilities.
- Drainage improvements, storm water detention basins, pump stations and related facilities.
- Parks, trails, parkways, open space and related improvements.
- Public safety facilities other than fire stations, and equipment related to the operation thereof.
- Communications facilities, including fiber optic lines, vaults and related equipment.

# DESCRIPTION OF THE IMPROVEMENTS TO BE OWNED BUT NOT MAINTAINED BY THE PARTICIPATING AGENCY

Normal maintenance of public streets, sidewalks and adjacent areas. Maintenance of public parks (dry), as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways. Any public park areas adjacent to lakes or rivers (wet) are not included.



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