

July 12, 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
Ryan Biedermann, Chief of Police

General Order of Business

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

Order of Discussion

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

Consent Calendar

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



JULY 12, 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/1616735165?pwd=U2FON3pseWdONEdiWW5kYm5ud1cvdz09>

- ✚ 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.
- ✚ Webinar ID: 161 673 5165 / Passcode: 091810
- ✚ 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, JULY 12, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be 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 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11
- 2.2 ECONOMIC DEVELOPMENT UPDATE
- 2.3 INFORMATION ON OPTIONS FOR CANNABIS REGULATION AND TAXATION
- 2.4 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 Special Council Meetings of June 2, 2021 and June 3, 2021

4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-421 BY TITLE ONLY AMENDING THE 2003 WEST LATHROP SPECIFIC PLAN FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (SPA-20-34)

Waive Full Reading and Adopt Ordinance 21-421 by Title Only Amending the 2003 West Lathrop Specific Plan for the River Islands Modified Phase 2 Project (SPA-20-34)

4.4 SECOND READING AND ADOPTION OF ORDINANCE 21-422 BY TITLE ONLY AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (REZ-20-35)

Waive Full Reading and Adopt Ordinance 21-422 by Title Only Amending the Zoning Map And Zoning Code Text For The River Islands Modified Phase 2 Project (Rez-20-35)

4.5 SECOND READING AND ADOPTION OF ORDINANCE 21-423 BY TITLE ONLY FINDING CONSISTENCY WITH THE LATHROP GENERAL PLAN AND 2020 WEST LATHROP SPECIFIC PLAN AND APPROVAL OF THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP, CALIFIA, LLC., AND RIVER ISLANDS DEVELOPMENT, LLC. (DA-20-39)

Waive Full Reading and Adopt Ordinance 21-423 By Title Only Finding Consistency With The Lathrop General Plan And 2020 West Lathrop Specific Plan And Approval Of The Sixth Amendment To The Development Agreement Between The City Of Lathrop, Califia, LLC., And River Islands Development, LLC (DA-20-39)

- 4.6 SECOND READING AND ADOPTION OF ORDINANCE 21-424 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE TITLE 13, CHAPTER 13.08 WATER CONSERVATION AND RATIONING IN ACCORDANCE WITH THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN
Waive Full Reading and Adopt Ordinance 21-424 By Title Only Amending Lathrop Municipal Code Title 13, Chapter 13.08 Water Conservation And Rationing In Accordance With The City Of Lathrop Urban Water Management Plan 2020 And Water Shortage Contingency Plan
- 4.7 SECOND READING AND ADOPTION OF ORDINANCE 21-425 OF THE CITY OF LATHROP LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES)
Waive Full Reading and Adopt Ordinance 21-425 Of The City Of Lathrop Levying Special Tax Within Community Facilities District No. 2021-1 (Gateway Business Park City Services)
- 4.8 CALPERS 457 PLAN ADOPTION
Adopt a Resolution Approving the Adoption of California Public Employee's Retirement System Deferred Compensation Plan (CalPERS 457 Plan)
- 4.9 ADOPT LATHROP POLICE DEPARTMENT POSITIONS
Adopt a Resolution Approving the Creation of Police Department Positions, Job Descriptions, Sworn Compensation Plan, and Amend the Grade Step Table and Position Control Roster
- 4.10 ADOPTION OF 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)
Adopt a Resolution Adopting 2021 Adequate Progress Findings Toward Providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting as the Land Use Agency
- 4.11 VALIDATION OF THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA
Adopt a Resolution 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
- 4.12 AWARD CONSTRUCTION CONTRACT FOR CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING – PHASE 2 AND APPROVE RELATED BUDGET AMENDMENT
Adopt Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 and Approve Related Budget Amendment

- 4.13 APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION
Adopt Resolution Approving Task Orders No. 22 and No. 23 with 4LEAF, Inc., to provide Plan Check and Staff Augmentation Services in the Building Division Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- 4.14 APPROVAL OF TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP, INC. FOR PLAN CHECK SERVICES IN THE BUILDING DIVISION
Adopt Resolution Approving Task Order No. No. 8 to provide Plan Check Services in the Building Division Pursuant to Master Consulting Agreement dated July 18, 2016 with Interwest Consulting Group, Inc.
- 4.15 APPROVAL OF NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE SPRAYFIELD LEASE AGREEMENT DATED JULY 12, 2021, BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC
Adopt a Resolution Approving a Non-Disturbance and Consent Agreement and Third Amendment to the Sprayfield Lease Agreement Dated July 12, 2021 between the City of Lathrop and Califia, LLC with Option to Purchase Sprayfields
- 4.16 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4056 VILLAGE "DD2" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 4056 Village "DD2" within the Lakeside East District, Totaling 80 Single Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

5. SCHEDULED ITEMS

- 5.1 AUTHORIZE NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN
Adopt a Resolution Authorizing a Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Appoint 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
- One (1) Application Received
- 6.2 MAYOR DHALIWAL REFERRAL – Appoint Eleven of Thirteen (11 of 13) Members to the Youth Advisory Commission, with Term Ending May 31, 2022
- Eleven (11) Applications Received
- 6.3 COUNCILMEMBER DIALLO REFERRAL – Social Media Policy

- 6.4 COUNCILMEMBER DIALLO REFERRAL – Shopping Cart Retrieval Program
- 6.5 VICE MAYOR TORRES-O'CALLAGHAN REFERRAL - Surveillance Camera(s) Installation at City Parks
- 6.6 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)*
- 6.7 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JUNE 2, 2021
4:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

ITEM 4.2

MINUTES

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 allowed Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed the public to participate in any meeting of the City Council by electronic means. This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, regarding the COVID-19 pandemic.

PLEASE NOTE: The City Council met on June 2, 2021, at 4:02 p.m., to discuss the Fiscal Years 2021-2022 and 2022-2023 Budgets.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 4:02 p.m.

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

Absent: None

1.3 PLEDGE OF ALLEGIANCE – Councilmember Akinjo led the pledge of allegiance.

2. SCHEDULED ITEMS

Director of Government Services / City Clerk (City Clerk) Teresa Vargas provided an overview on WebEx login instructions for those joining virtually.

2.1 FISCAL YEARS 2021-22 AND 2022-23 BIENNIAL BUDGET REVIEW AND APPROVAL

City Manager Stephen Salvatore provided an introduction to the item.

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

A. Overview

Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided a general overview of the proposed budgets for Fiscal Years 2021-22 and 2022-23. A question and answer period ensued throughout the presentations.

B. General Government

1. City Council
2. City Manager
3. Government Services / City Clerk

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

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview & Main Functions
- Council Actions; Department Accomplishments
- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentations.

A conversation ensued regarding scheduling a future goal setting meeting. Council consensus directed staff to agendize the matter to a future meeting for further discussion.

The presentation and discussions continued.

*The City Council made the following amendments to the Government Services / City Clerk Department budget: Council consensus directed staff to fund the Deputy City Clerk position and remove the existing Administrative Assistant III position from the Government Services / City Clerk Department budget, yielding an approximate \$52,000 salary savings from the proposed budget. The removed position was proposed to be allocated City Clerk 50% / Human Resources 50%.

4. Economic Development

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

- Staffing/ Organizational Chart
- Division Overview
- Accomplishments

- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentation. No amendments were noted to the Economic Development section of the budget.

5. City Attorney

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

- Department Overview
- Accomplishments
- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentation. No amendments were noted to the City Attorney section of the budget.

6. Human ~~Services~~ Resources

Finance Director Cari James provided an overview of the new Human Resources (formerly Administrative Services) Department. Information presented included:

- Department(s) and assigned Divisions Overview
- Accomplishments
- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentation. *Amendments to the Human Resources section of the budget as noted in the Government Services / City Clerk Department section of the budget.

7. Finance

Finance Director Cari James and Deputy Finance Director Thomas Hedegard provided an overview of the Finance Department. Information presented included:

- Staffing/ Organizational Chart
- Department Overview & Main Functions
- Accomplishments
- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentations. No amendments were noted to the Finance section of the budget.

8. Information Systems/Technology

Chief Information Officer Tony Fernandes provided an overview of the Information Systems/Technology section of the budget. Information presented included:

- Staffing/ Organizational Chart
- Department Overview & Main Functions
- Accomplishments
- Goals / Work Plan for FY 2021-22 and 2022-23
- Significant Budget Changes

A question and answer period ensued throughout the presentations. No amendments were noted to the Information Systems/Technology section of the budget.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council approved the General Government section of the budget, which included the City Council, City Manager, Government Services/City Clerk, Economic Development, City Attorney, Human Resources, Finance and Information Technology and Divisions, including amendments to the Government Services/City Clerk and Human Resources Departments as noted above.

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

Mayor Dhaliwal recessed the meeting at 7:11 p.m. Mayor Dhaliwal reconvened the meeting at 7:34 p.m.

C. Public Safety

Police Chief Ryan Biedermann provided an overview of the Public Safety section of the budget. Information presented included:

- Department Overview
- Current Staffing/ Organizational Chart
- Work Plan for FY 2021-22
- Accomplishments
- Goals FY 2021-22
- Proposed Budget Overview for FY 2021-22
- Significant Budget Changes

A question and answer period ensued throughout the presentation. No amendments were noted to the Public Safety section of the budget.

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

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

D. New Lathrop Police Department

Finance Director Cari James provided an overview of the new Lathrop Police Department and Community Services Division.

Information presented for the new Lathrop Police Department included:

- Department Overview
- Proposed Staffing/ Organizational Chart
- Work Plan for FY 2021-22 and 2022-23
- Goals
- Proposed Budget Overview for FY 2021-22 and FY 2022-23

Information presented for the new Community Services Division included:

- Division Overview
- Proposed Staffing/ Organizational Chart
- Code Compliance Overview
- Animal Services Overview
- Accomplishments
- Goals
- Proposed Budget Overview for FY 2021-22 and FY 2022-23

A question and answer period ensued throughout the presentation. City Consultant Merle Switzer (Municipal Resource Group, LLC), City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. No amendments were noted to the New Lathrop Police Department and Community Services Division sections of the budget.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council approved the new Lathrop Police Department and Community Services Division sections of the budget.

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

E. Public Works

Public Works Director Michael King provided an overview of the Public Works Department. Information presented included:

- Department and Divisions Overview
- Staffing/ Organizational Chart
- Accomplishments
- Goals
- Significant Changes

A question and answer period ensued throughout the presentation. No amendments were noted to the Public Works Department section of the budget.

On a motion by Councilmember Lazard, seconded by Vice Mayor Torres-O'Callaghan, the City Council approved the Public Works section of the budget.

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

F. Capital Improvement Programs (CIP)

1. PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A RESOLUTION ADOPTING THE CITY OF LATHROP BIENNIAL CAPITAL IMPROVEMENT PLAN BUDGET FOR FISCAL YEARS 2021/2022 THROUGH 2022/2023


Public Works Director Michael King provided an overview of the Fiscal Years 2021/2022 through 2022/2023 Capital Improvement Plan Budget. A question and answer period ensued throughout the presentation. Parks & Recreation Director Zach Jones provided additional park project information. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing. No amendments were noted to the Fiscal Years 2021/2022 through 2022/2023 Capital Improvement Plan section of the budget.

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

1. Held a Public Hearing; and
2. Adopted **Resolution 21-4884** approving the City of Lathrop Five-Year Capital Improvement Plan with Corresponding Appropriations for Funding for Fiscal Years 2021/2022 through 2022/2023

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

- 3. ADJOURNMENT** – There being no further business to discuss, Mayor Dhaliwal adjourned the meeting at 9:31 p.m. to Thursday, June 3, 2021 at 4:00 p.m., for the purpose of continuing Scheduled Items G through J, and Item 2.1.2.



Teresa Vargas, CMC
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
THURSDAY, JUNE 3, 2021
4:00 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: The City Council met on June 3, 2021, at 4:03 p.m., to continue discussing the Fiscal Years 2021-2022 and 2022-2023 Budgets until their review and discussions have concluded.

2. SCHEDULED ITEMS

Director of Government Services / City Clerk (City Clerk) Teresa Vargas provided an overview on WebEx login instructions for those joining virtually.

G. Parks, Recreation and Maintenance Services

Parks and Recreation Director Zach Jones and Parks & Recreation Superintendent Todd Sebastian provided an overview of the Parks, Recreation and Maintenance Services. Information presented included:

- Staffing/ Organizational Chart
- Department and Divisions Overview
- Accomplishments
- Objectives
- Significant Changes

A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

City Clerk Teresa Vargas announced that public comments were receive from Christina Campoy dated June 2, 2021, Ms. Campoy stated that comments were submitted via Webex.

City Clerk Teresa Vargas announced that there were no comments received on June 2, 2021, on the WebEx virtual platform. However, Ms. Vargas did announced that IT confirmed her computer had a temporary malfunction during the meeting of June 2, 2021. Due to WebEx being monitored by two Hosts, the WebEx users were not affected by the temporary technical glitch.

Christina Campoy (in person speaker) commented on the matter and inquired about a malfunctioning streetlight near her home. Parks & Recreation Superintendent Todd Sebastian provided additional information.

No amendments were noted to the Parks, Recreation and Maintenance Department section of the budget.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council approved the Parks, Recreation and Maintenance Services section of the budget.

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

H. Community Development

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

- Staffing/ Organizational Chart
- Department Overview
- Accomplishments
- Goals
- Significant Changes

A question and answer period ensued throughout the presentation. Brandy Perkins (in person speaker) requested information on the City's efforts in recruiting family entertaining centers. City Manager Stephen Salvatore provided additional information related to ongoing economic development efforts regarding commercial, recreational and retail attractions.

No amendments were noted to the Community Development Department section of the budget.

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

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

I. Measure C

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

- Fund Overview
- Accomplishments
- Goals
- Significant Changes

A question and answer period ensued throughout the presentation. Parks and Recreation Director Zach Jones provided additional project information.

Christina Campoy (in person speaker) requested additional information regarding the Police Department startup budget and transition timeline. City Manager Stephen Salvatore provided additional information.

No amendments were noted to the Measure C section of the budget.

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

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

J. Developer Projects

Public Works Director Michael King introduced Associate Engineer Brad Taylor. City Manager Stephen Salvatore provided an overview of Mr. Taylor's role within the Land Development Division of the Public Works Department. Mr. Taylor provided an overview of the Developer Projects section of the budget. Information presented included:

- Land Development Division Overview
- Developer Projects Two Year Review
- Single Family Residential – River Islands Overview
- Single Family Residential – Central Lathrop Overview
- Multi-Family Residential Overview
- Industrial / Warehousing Overview

- Commercial
- Land Development Division Accomplishments

A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information. No amendments were noted to the Developer Projects (Land Development) sections of the budget.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved the Developer Projects (Land Development) section of the budget.

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

2.1.2 Council to Consider the Following:

Ashley Bounds (WebEx speaker) expressed various concerns related to the Police Department startup budget, increased crime activity in Lathrop, and overall public safety. City Manager Stephen Salvatore provided additional information. City Attorney Salvador Navarrete requested the City Council consider any public comment received during the June 2 and June 3 hearings prior to the vote of Item 2.1.2, as Item 2.1.2 formally adopts all budgets presented as the entire City budget.

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council adopted the Biennial Budget for Fiscal Years 2021-22 and 2022-2023; the Authorized Positions by Department, and the Final Gann Limit for Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022

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

- 3. ADJOURNMENT** - There being no further business to discuss, Mayor Dhaliwal adjourned the meeting at 5:52 p.m.


 Teresa Vargas, CMC
 City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

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ITEM 4.3

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 21-421 BY TITLE ONLY AMENDING THE 2003 WEST LATHROP SPECIFIC PLAN FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (SPA-20-34)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 21-421 By Title Only Amending the 2003 West Lathrop Specific Plan For The River Islands Modified Phase 2 Project (SPA-20-34)**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-421 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE 2003 WEST LATHROP SPECIFIC PLAN FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (SPA-20-34)

SUMMARY:

On June 14, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk

7/7/2021

Date

ORDINANCE NO. 21-421

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE 2003 WEST LATHROP SPECIFIC PLAN FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (SPA-20-34)

WHEREAS, Section 65450 et. seq. of the California Government Code provides for the preparation and adoption of Specific Plans by general law cities for implementation of all or part of an adopted General Plan; and

WHEREAS, Section 65453 of the California Government Code provides that a Specific Plan may be adopted or amended by either Resolution or Ordinance as provided by the local jurisdiction; and

WHEREAS, the River Islands at Lathrop Phase 2 Project West Lathrop Specific Plan Amendment applies only to Phase 2 and does not in any way apply to the River Islands at Lathrop Phase 1 Project; and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least ten calendar days before the City Council's public hearing; and

WHEREAS, prior to adoption of the amendments to the 2020 West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project, the City Council adopted a Resolution Certifying the Final Subsequent Environmental Impact Report (Final SEIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the River Islands at Lathrop Phase 2 Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before approval of the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project, the City Council reviewed and considered the information contained in the Final SEIR for the River Islands at Lathrop Phase 2 Project (SCH #1993112027), and finds that mitigation measures identified in the Final SEIR have been imposed on and incorporated in the River Islands Modified Phase 2 Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such changes can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the proposed Amendment to the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project is an amendment to the adopted 1996 West Lathrop Specific Plan, which was adopted by Ordinance No. 96-133 on February 20, 1996 and as amended through a subsequent action in 2003 by the adoption of Ordinance No. 03-214 on January 28, 2003; and

WHEREAS, the City intends to retain the 1996 and 2003 Amended West Lathrop Specific Plans as the governing land use regulations for certain specified portions of the Specific Plan area including Mossdale Tract, River Islands Phase 1 and Southeast Stewart Tract; and

WHEREAS, the Amendment to the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project is a stand-alone document for the Phase 2 portion of River Islands; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on May 19, 2021, to consider the proposed Amendment to the West Lathrop Specific Plan and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-11 recommending City Council approval of the proposed Amendment to the West Lathrop Specific Plan; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 3, 2021 and mailed out to property owners located within a 300-foot radius from the River Islands at Lathrop Phase 2 Project area on June 3, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve the Amendment to the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project, as shown in Attachment 14 of the City Council Staff Report, relative to the proposed development of the River Islands Phase 2 Project area on certain real property consisting of approximately 2,512.8 acres located in the City of Lathrop, incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Amendment to the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project, as shown in Attachment 14 of the City Council Staff Report, relative to the proposed development of the River Islands Phase 2 Project area on certain real property consisting of approximately 2,512.8 acres located in the City of Lathrop.

Section 2. Specific Plan Findings. Pursuant to State Planning and Zoning Law, the City Council finds and determines as follows:

1. The 1996 Specific Plan adopted pursuant to Ordinance No. 96-133 as amended in 2003 by Ordinance No. 03-216 shall be in full force and effect on that portion of West Lathrop Specific Plan covering the Mossdale Tract, River Islands Phase 1 and South East Stewart Tract.
2. The 1996 Specific Plan, as amended by the 2003 Amendment and this 2020 Amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan because it promotes flexibility an innovation in residential land use through the use of planned unit development zoning and planning techniques that will provide a balanced community.

A community which will link residential, commercial, mixed-use and public land uses including: Low Density Residential (9 du/net ac maximum), Medium Density Residential (20 du/net ac maximum), High Density Residential (40 du/net ac maximum), Mixed Use, Recreation Commercial, Regional Commercial, Neighborhood Commercial, Open Space and Public Use, Semi-Public Use, Institutional Use, Transit Oriented Development and Resource Conservation and Open Space Land Use Designations. The proposal is consistent with the General Plan Transportation and Circulation Elements as amended, also provides for the funding of transportation services and improvements for the new development proposed for the Phase 2 Area.

3. The 1996 Specific Plan, as amended by the 2003 and 2020 amendments, is consistent with the objectives, policies, general land uses and programs specified in the General Plan related to Lathrop's revitalization because it ensures that the City's economic base will be strengthened by promoting development which will create a variety of high quality long term jobs and shorter term construction jobs and encourages future developers to finance public facilities for long term infrastructure solutions and public services. Additionally, the 1996 Specific Plan, as amended in 2003 and 2020, is consistent with the General Plan goals related to achieving visual and functional quality in new development because it requires the provision of open space within the planning area and the provisions of open space buffers between internal and adjacent land uses in accordance with the General Plans requirements for parks, lakes, open space and habitat preservation.

4. The 1996 Specific Plan, as amended by the 2003 and 2020 amendments, is consistent with the objectives policies general land uses and programs specified in the general plan because it ensures that new neighborhoods, employment centers, Town Centers, mixed use facilities, and commercial uses will receive an adequate level of public services, facilities and protection by implementing the goals and policies of the General Plans Community Development Element.
5. The 1996 specific plan, as amended by the 2003 and 2020 amendments, is consistent with the objectives, policies, general land uses, and program specified in the General Plan Transportation and Circulation Element because it ensures that streets and highways will be constructed in accordance with the traffic monitoring program to serve the new development.
6. The 1996 specific plan, as amended by the 2003 and 2020 amendments, is consistent with goals policies objectives and programs of the general plan because it will promote orderly development of the plan area through a flexible phasing plan which is tied to the provisions supporting infrastructure capacity in the construction of offsite infrastructure improvements. The 1996 specific plan as amended by the 2003 and the 2020 amendments provides for the construction of roadways to provide improved access to the project and adjacent properties, and the extension of utilities infrastructure such as water, sanitary sewer and storm drainage facilities necessary to accommodate the project.
7. The 1996 specific plan, as amended by the 2003 and 2020 amendment is consistent with goals policies and objectives and programs the General Plan Hazard Management Element because it ensures that all new buildings construction shall conform to the latest seismic requirements of the uniform building code as a minimum standard, gives priority to support of police protection and to fire suppression, and implements practices and regulations which avoid hazardous land use relationships.

Section 4. Upon adoption by the City Council, the 2020 Specific Plan Amendment applies only to the River Islands at Lathrop Modified Phase 2 Project and does not change the adopted West Lathrop Specific Plan as it applies to the balance of the WLSP area.

Section 5. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said 1996 specific plan, as amended by the 2003 and 2020 amendments, on permanent public display in the Community Development Department in the City of Lathrop.

Section 6. Based on the findings set forth in this Ordinance, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby approves the Amendment to the West Lathrop Specific Plan and directs that the 2020 Specific Plan Amendment be added to the 2003 Specific Plan as amended in 2020 as a stand-alone document for Phase 2. These documents shall be substantially in the form on file with the City Clerk.

Section 7. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 8. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 9. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 10. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 14th day of June 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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ITEM 4.4

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 21-422 BY TITLE ONLY AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (REZ-20-35)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 21-422 By Title Only Amending The Zoning Map And Zoning Code Text For The River Islands Modified Phase 2 Project (REZ-20-35)**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-422 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (REZ-20-35)


SUMMARY:

On June 14, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:


AYES: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk



Date

ORDINANCE NO. 21-422

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (REZ-20-35)

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code provides for the review and recommendation of the City Council on all zoning amendments; and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least ten calendar days before the City Council's public hearing; and

WHEREAS, the zoning amendments to accommodate the West Lathrop Specific Plan Amendment as it affects River Islands Modified Phase 2 Project applies only to Phase 2 and does not in any way apply to the River Islands at Lathrop Phase 1 Project; and

WHEREAS, prior to adoption of the zoning amendments to accommodate the West Lathrop Specific Plan as it affects River Islands Modified Phase 2 Project, the City Council adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Subsequent Environmental Impact Report (Final SEIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the River Islands at Lathrop Phase 2 Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before approval of the zoning amendments to River Islands Modified Phase 2 Project, the City Council reviewed and considered the information contained in the Final SEIR for the River Islands at Lathrop Phase 2 Project (SCH #1993112027), and finds that mitigation measures identified in the Final SEIR have been imposed on and incorporated in the River Islands Modified Phase 2 Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such changes can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on May 19, 2021, to consider the proposed zoning amendments and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-13 recommending City Council approval of the proposed zoning amendments; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 3, 2021 and mailed out to property owners located within a 300-foot radius from the River Islands at Lathrop Phase 2 Project area on June 3, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve the Zoning Map and Zoning Code Text Amendments, as shown in Attachments 19 and 20 of the City Council Staff Report, relative to the proposed development of the River Islands Phase 2 Project area on certain real property consisting of approximately 2,512.8 acres located in the City of Lathrop, incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Zoning Map and Zoning Code Text Amendments, as shown in Attachments 19 and 20 of the City Council Staff Report, relative to the proposed development of the River Islands Modified Phase 2 Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the City Council finds and determines as follows:

1. The proposed zoning amendments are consistent with the objectives, policies, principles, standards and general land use as specified in the City's General Plan, as amended by the City Council General Plan Amendment Resolution. The proposed zoning amendments for the River Islands Modified Phase 2 Project provide zoning standards for the River Islands Phase 2 development area to allow for urban development consistent with the General Plan Sub Plan Area #3.
2. Zoning amendments for the River Islands Modified Phase 2 Project is consistent with the objectives, policies, general land uses and program specified in the 2020 West Lathrop Specific Plan amendment because they established the River islands combining district and provide zoning standards to the River Islands at Lathrop property. The Specific Plan, as amended is consistent with the objectives, policies, general land uses and programs specified in the General Plan because it promotes flexibility and innovation in residential land use through the use of planning techniques that will provide a balanced community.

A community which will link residential, commercial, mixed-use and public land uses including: Low Density Residential (9 du/net ac maximum), Medium Density Residential (20 du/net ac maximum), High Density Residential (40 du/net ac maximum), Mixed Use, Recreation Commercial, Regional Commercial, Neighborhood Commercial, Open Space and Public Use, Semi-Public Use, Institutional Use, Transit Oriented Development and Resource Conservation and Open Space Land Use Designations.

3. The proposed zoning amendments are consistent with the purpose and objectives of the City of Lathrop zoning ordinance and with the River Islands combining district because: (1) the amendments provide a zone plan to guide the physical development of the River Islands portion of the Stewart Tract in such a manner as to achieve the general arrangement of land uses described and depicted in the General Plan; and, (2) they foster a wholesome, serviceable and attractive living environment, beneficial development areas which exhibit non-conflicting patterns of use, and the stability of existing land uses which conform with the objectives, policies, principles and standards of the General Plan; and, (3) they prevent excessive population densities and overcrowding of land with structures; and, (4) they promote a safe, effective traffic circulation system, the provisions of adequate off street parking and truck loading facilities, and appropriate location of community facilities; and, (5) they protect and promote appropriately located commercial activities in order to preserve and strengthen the city's economic base; and, (6) they protect enhanced real property values and the city's natural assets; and, (7) they ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and, (8) they provide and protect open space in accordance with policies of the resource management element of the General Plan, including avoiding premature development of prime agricultural land.

Section 3. Upon adoption by the City Council, the Ordinance implementing the suggested Zoning Map apply only to the River Islands at Lathrop Modified Phase 2 Project and does not change the adopted Zoning Districts as it applies to the Zoning Map as they apply to the River Islands at Phase 1 Project.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby adopts the Ordinance implementing the suggested Zoning Map and Zoning Code Text Amendments. These documents shall be substantially in the form on file with the City Clerk.

Section 5. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 7. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 8. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 14th day of June 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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ITEM 4.5

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: SECOND READING AND ADOPTION OF ORDINANCE 21-423 BY TITLE ONLY FINDING CONSISTENCY WITH THE LATHROP GENERAL PLAN AND 2020 WEST LATHROP SPECIFIC PLAN AND APPROVAL OF THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP, CALIFIA, LLC., AND RIVER ISLANDS DEVELOPMENT, LLC. (DA-20-39)

RECOMMENDATION: Waive Full Reading and Adopt Ordinance 21-423 By Title Only Finding Consistency With The Lathrop General Plan And 2020 West Lathrop Specific Plan And Approval Of The Sixth Amendment To The Development Agreement Between The City Of Lathrop, Califia, LLC., And River Islands Development, LLC (DA-20-39)

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-423 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP FINDING CONSISTENCY WITH THE LATHROP GENERAL PLAN AND 2020 WEST LATHROP SPECIFIC PLAN AND APPROVAL OF THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP, CALIFIA, LLC AND RIVER ISLANDS DEVELOPMENT, LLC. (DA-20-39)


SUMMARY:

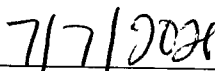
On June 14, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES:	Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
NOES:	None
ABSTAIN:	None
ABSENT:	None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 21-423

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP FINDING CONSISTENCY WITH THE LATHROP GENERAL PLAN AND 2020 WEST LATHROP SPECIFIC PLAN AND APPROVAL OF THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP, CALIFIA, LLC AND RIVER ISLANDS DEVELOPMENT, LLC. (DA-20-39)

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing to consider the Sixth Amendment to the River Islands Development Agreement pursuant to the Lathrop Municipal Code; and

WHEREAS, the proposed site is located within the Stewart Tract area of the West Lathrop Specific Plan (River Islands at Lathrop Master Planned Community), more specifically situated northwest of Interstate 5 and bounded on the east by the San Joaquin River, to the north by Old River, to the south by the Union Pacific Railroad; and

WHEREAS, in February 2003, the City Council approved the 2003 Amended and Restated Development Agreement for the River Islands Project; and

WHEREAS, in July 2005, the City Council approved the First Amendment to the Development Agreement; and

WHEREAS in November 2012, the City of Lathrop City Council approved the Second Amendment to the Development Agreement; and

WHEREAS, in September 2013, the City of Lathrop approved the Third Amendment to the Development Agreement; and

WHEREAS, in March 2015, the City of Lathrop approved the Fourth Amendment to the Development Agreement; and

WHEREAS, in February 2019, the City of Lathrop approved the Fifth Amendment to the Development Agreement; and

WHEREAS, Califia, LLC, a California limited liability company ("Califia") and River Islands Development, LLC, a California limited liability company ("RID") together as developer of the River Islands at Lathrop project ("Project") have applied for approval of a Sixth Amendment to the Development Agreement ("Sixth Amendment"); and

WHEREAS, California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within its jurisdiction; and

WHEREAS, the proposed Sixth Amendment has been reviewed by City staff and City Attorney, who have recommended that the City Council review and recommend approval of the Sixth Amendment as attached and incorporated in the City Council Staff Report as Attachment "23"; and

WHEREAS, prior to approval of the Sixth Amendment to the Development Agreement, the City Council adopted a Resolution, Certifying the Final Subsequent Environmental Impact Report (Final SEIR), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the River Islands at Lathrop Phase 2 Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before approval of the Sixth Amendment to the Development Agreement, the City Council reviewed and considered the information contained in the Final SEIR for the River Islands at Lathrop Phase 2 Project (SCH #1993112027), and finds that mitigation measures identified in the Final SEIR have been imposed on and incorporated in the River Islands Modified Phase 2 Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such changes can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on May 19, 2021, to consider the proposed Development Agreement amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 21-15 recommending City Council approval of the proposed Development Agreement amendment; and

WHEREAS, by Adopting Resolution No. 20-4790 based on substantial evidence in the record, City Council, acting as the land use agency, adopted Adequate Projects Findings toward providing a 200-year Urban Level of Flood Protection in Phase 2 levees in River Islands by the Island Reclamation District 2062 by the year 2025; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 3, 2021 and mailed out to property owners located within a 300-foot radius from the River Islands at Lathrop Phase 2 Project area on June 3, 2021; and

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

WHEREAS, the City Council has utilized its own independent judgment in reviewing the proposed Sixth Amendment to the Development Agreement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds that the text of the Sixth Amendment is consistent with the West Lathrop Specific Plan as amended in 2003 and 2020 and Lathrop General Plan as amended, since there is no resultant change in zoning, land use standards or other similar regulations, and that no additional review of the Sixth Amendment is required under the California Environmental Quality Act (CEQA) because:

- a. The proposed DA amendment involves organizational and financial matters that have no potential for a direct or indirect physical effect on the environment.
- b. The potential environmental effects of the River Islands at Lathrop project have been and continue to be addressed in the certified Final Subsequent Environmental Impact Report (SEIR) for the River Islands at Lathrop project (State Clearinghouse No. 1993112027), as amended.
- c. The proposed DA amendment would not alter the physical nature of the River Islands project or its potential environmental impacts.
- d. There is no known evidence of substantial changes or new information that would suggest that the River Islands project would have new or more severe environmental effects than were addressed in the certified SEIR.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve the Sixth Amendment to the Development Agreement between the City of Lathrop, Califia, LLC, and River Islands Development, LLC as shown on Attachment 23 of the City Council Staff Report, incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement Amendment, as shown in Attachment 23 of the City Council Staff Report, relative to the proposed development of the River Islands Modified Phase 2 Project.

Section 2. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby adopts the Ordinance for the proposed Development Agreement Amendment. This document shall be substantially in the form on file with the City Clerk.

Section 3. By Adopting Resolution No. 20-4790 based on substantial evidence in the record, City Council, acting as the land use agency, adopted Adequate Projects Findings toward providing a 200-year Urban Level of Flood Protection in Phase 2 levees in River Islands by the Island Reclamation District 2062 by the year 2025.

Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 6. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 7. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 14th day of June 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ITEM 4.6

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: SECOND READING AND ADOPTION OF ORDINANCE 21-424 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE TITLE 13, CHAPTER 13.08 WATER CONSERVATION AND RATIONING IN ACCORDANCE WITH THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN

RECOMMENDATION: Waive Full Reading and Adopt Ordinance 21-424 By Title Only Amending Lathrop Municipal Code Title 13, Chapter 13.08 Water Conservation And Rationing In Accordance With The City Of Lathrop Urban Water Management Plan 2020 And Water Shortage Contingency Plan

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-424 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE TITLE 13, CHAPTER 13.08 WATER CONSERVATION AND RATIONING IN ACCORDANCE WITH THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN


SUMMARY:


On June 14, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk


Date

ORDINANCE NO. 21-424

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE TITLE 13, CHAPTER 13.08 WATER CONSERVATION AND RATIONING IN ACCORDANCE WITH THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, during the severe drought conditions of 2012-2016, and in response to an emergency drought declaration, a series of executive orders and emergency mandatory water conservation regulations issued by the State, the City adopted urgency ordinances in August 2014 and in June 2015 that amended LMC 13.08 water conservation and established Phase III Mandatory Water Conservation Measures; and

WHEREAS, in April 2017, Governor Edmund G. Brown Jr. issued an executive order that lifted the emergency order and drought declaration, but also directed the State Water Resources Control Board (SWRCB) to continue the development of permanent prohibitions on wasteful water use; and

WHEREAS, in October 2017, the City amended LMC 13.08 to be consistent with the 2015 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP); and

WHEREAS, the 2018 State Water Conservation legislation created a WSCP mandate replacing the water shortage contingency analysis under the former law, which lists certain prescriptive elements that must be included with the plan, including six standard water shortage levels corresponding to progressive ranges of up to 10-, 20-, 30-, 40-, and 50-percent shortages and greater than 50-percent shortage; and

WHEREAS, the WSCP must also include locally appropriate "shortage response actions" for each shortage level, with a corresponding estimate of the extent the action to address the gap between supplies and demands; and

WHEREAS, ordinance amendments to LMC 13.08 Water Conservation and Rationing are necessary to update the water conservation measures to be consistent with the 2018 Water Conservation legislation and the City of Lathrop's UWMP 2020 and WSCP; and

WHEREAS, the WSCP is to be a stand-alone document, meaning that it should be created separately from the UWMP and amended, as needed, without amending the corresponding City Municipal Code.

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

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

13.08.030.1 Definition of water waste.

Any of the following acts or omissions, whether willful or negligent, shall constitute the waste of water:

- A. Causing or permitting water to leak, discharge, flow or run to waste into any gutter, sanitary sewer, watercourse or public or private storm drain, or to any adjacent property, from any tap, hose, faucet, pipe, sprinkler, pond, pool, waterway, fountain or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that the earth intended to be irrigated has been saturated with water to the point that excess water flows over or through the earth to waste. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area, flows to waste.
- B. Allowing water fixtures (including, but not limited to, toilets, faucets, shower heads) or heating or cooling devices to leak or run to waste.
- C. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices.
- D. Backwashing so as to discharge to waste swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations, as determined by the city manager, or designee.
- E. Operation of an irrigation system that applies water to an impervious surface or that is in disrepair.
- F. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- G. Irrigation of landscaping during rainfall or 48 hours after a measurable rain event.
- H. Overfilling of any pond, pool or fountain which results in water discharging to waste.

13.08.030.2 Defininition of Water Shortage Contingency Plan.

- A. The City is required to prepare a Water Shortage Contingency Plan (WSCP) pursuant to CWC § 10632 et seq. that includes the following prescriptive elements:
 - 1. Key attributes of its Water Supply Reliability Analysis;

2. Six standard water shortage levels corresponding to progressive ranges of up to 10-, 20-, 30-, 40-, and 50-percent shortages and greater than 50-percent shortage;
3. Locally appropriate "shortage response actions" for each shortage level, with a corresponding estimate of the extent the action will address the gap between supplies and demands;
4. Procedures for conducting an annual water supply and demand assessment with prescribed elements; following adoption of the UWMP 2020, the City is required to submit, by July 1st of each year an annual water shortage assessment report to DWR;
5. Communication protocols and procedures to inform customers, the public and government entities of any current or predicted water shortages and associated response actions;
6. Monitoring and reporting procedures to assure appropriate data is collected to monitor customer compliance and to respond to any state reporting requirements;
7. A reevaluation and improvement process to assess the functionality of its WSCP and to make appropriate adjustments as may be warranted.

LMC 13.08.120 Mandatory Requirements in Promotion of Water Conservation

A. Water shall be used for beneficial purposes only; all unnecessary and wasteful uses (as defined in Section 13.08.030.1) of water are prohibited.

~~A. To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:~~

- ~~1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non irrigated areas, private and public walkways, roadways, parking lots, or structures;~~
- ~~2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;~~
- ~~3. The application of potable water to driveways and sidewalks;~~
- ~~4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;~~
- ~~5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;~~
- ~~6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes,~~

~~cafeterias, bars, or other public places where food or drink are served and/or purchased;~~

~~7. The irrigation with potable water of ornamental turf on public street medians;~~

~~B. To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.~~

~~C. To prevent waste of water, all controllable leaks must be repaired on premises.~~

B. Water shall be confined to the user's property and shall not be allowed to run off to adjoining properties, or to the roadside or to the gutter. Care shall be taken not to water past the point of saturation.

C. Free-flowing hoses for all uses are prohibited. Automatic shut-off devices shall be attached on any hose or filling apparatus in use.

D. All leaks (including irrigation systems, pipes, fixtures, pools, ponds, fountains and waterways) shall be repaired within five calendar days or less if warranted by the severity of the problem as determined in the discretion of the city manager, or designee.

E. All pools, spas, and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak-proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management program requirements, including, but not limited to, the urban stormwater quality management and discharge control ordinance set forth in Chapter 13.28 of Title 13 of the City of Lathrop Municipal Code.

F. Landscaping.

1. All landscaping installed in the City of Lathrop shall comply with the current Model Water Efficient Landscape Ordinance established by the State Department of Water Resources and landscape requirements adopted by resolution of the city council.

2. Irrigation of new landscaping shall be allowed on any day of the week for a period of 30 days after the new landscaping is planted, unless the city manager, or designee, provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted. After the 30 days, irrigation days and run times should be decreased to settings appropriate for an established landscape.

3. Upon city declaration of a water shortage, the city manager may impose revised and/or additional limitations on the irrigation of new landscaping, as specified in the City's WSCP set forth in Section 13.08.130, and no person shall use, or cause to be used, city water in violation of such

limitations while the water shortage remains in effect. A waiver may be granted to irrigate during an established period for actively used turf areas and/or sports fields. Allowance shall also be made for irrigation testing and repairs.

- G. All site reviews shall include an evaluation of using recycled water. Recycled water shall be required if economically feasible.

LMC 13.08.130 Enactment of emergency water conditions.

Enactment of this chapter shall cause the immediate implementation of Mandatory Requirements as set forth in Section 13.08.120 and the City's Water Shortage Contingency Plan (WSCP). The WSCP includes six standard water shortage levels corresponding to 10-, 20-, 30-, 40-, and 50-percent shortages and greater than 50-percent shortage, and provides shortage response actions for each shortage level intended to address the gap between supplies and demands. Stages I through IV are established to achieve subsequent reductions in potable water consumption of ten percent (10%), twenty percent (20%), thirty percent (30%), and fifty percent (50%) and more as deemed necessary due to drought conditions or other prolonged water emergencies. Stage Shortage level changes shall be implemented by resolution following a duly noticed public hearing, and shall be based upon the procedures as set forth in Sections 13.08.140 and 13.08.150. Affected customers shall be notified of stage shortage level changes and the corresponding shortage response actions either by notice on the utility bill, or by actual written notification.

LMC 13.08.140 Drought declaration.

The city council shall declare a drought and may direct the public works director to implement all provisions of Sections 13.08.160 through 13.08.290 by resolution action when one or more of the following conditions exist:

- A. A water shortage of greater than 10% is determined to exist based on the City's Annual Demand and Supply Assessment that may be attributed to drought conditions. The ground water basin reaches ten (10) feet below normal pumping levels.
- B. A drought is declared by the Governor of California covering the water sources used by the city, and subsequent reductions of water supplied to the city will occur or are likely to occur.
- C. ~~Any unusual situation or circumstance which affects the quantity or quality of the water supply.~~

LMC 13.08.150 Water emergency declaration.

The city council shall declare a water emergency and may direct the public works director to implement appropriate water conservation and/or rationing requirements consistent with this chapter when one or more of the following conditions exist:

- A. A water shortage of greater than 10% is determined to exist based on the City's Annual Demand and Supply Assessment attributed to factors other than drought conditions.
- A.B. A decrease in the ability to draw ground water due to well contamination, well failure or other equipment or system failure, and no alternative source of water is available;
- B.C. Contamination of the water system;
- C.D. Natural disasters affecting water deliveries;
- D.E. During times of floods which would affect water quality;
- E.F. Sabotage or threats of sabotage against the water system;
- F.G. Any unusual situation or circumstance which affects the quantity or quality of the water supply.

LMC 13.08.170 Amendments to water conservation and rationing plan.

The provisions of this chapter relating to the water conservation and rationing plan and the City's Water Shortage Contingency Plan may be amended as deemed necessary by the city council.

~~LMC 13.08.180 Stage I—10% Reduction Goal.~~

~~Stage I shall have a ten percent (10%) city wide reduction goal. All provisions of Mandatory Requirements as set forth in Section 13.08.120 shall apply with the following additions and exceptions:~~

- ~~A. Irrigating outdoor landscapes or turf is limited to no more than three (3) days per week following schedules established by resolution of city council.~~
- ~~B. Irrigating outdoor landscape or turf is only permitted after seven p.m. in the evening and before ten a.m. in the morning;~~
- ~~C. The water of landscapes at times and on days other than those specified by city council in this section or during high winds that cause water to blow away from the landscapes being watered is prohibited.~~
- ~~D. Irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems is prohibited.~~
- ~~E. The use of potable water for street washing is prohibited.~~
- ~~F. All leaks must be repaired within 24 hours.~~
- ~~G. Restaurants shall post at every table and in restrooms notice of drought conditions and water restrictions.~~

~~H. No person, firm or corporation may drill, dig or install a water well within the city service area or the city for any purpose without the consent of the city.~~

~~LMC 13.08.190 Stage II—20% Reduction Goal.~~

~~Stage II shall have a twenty percent (20%) city wide reduction goal. All provisions of Stage I shall apply with the following additions and exceptions:~~

~~A. All schools, institutions, and dedicated irrigation customers, which do not already have one on file, shall be required to submit a copy of a water conservation plan and landscape watering schedule that meets a water reduction of twenty percent (20%) from use prior to drought declaration within thirty (30) days of the beginning of mandatory restrictions.~~

~~B. Use of potable water for dust control or construction is prohibited.~~

~~C. Irrigating outdoor landscapes or turf is limited to no more than two (2) days per week following schedules established by resolution of city council.~~

~~D. All pools must be covered when not in use.~~

~~LMC 13.08.200 Stage III—30% Reduction Goal.~~

~~Stage III shall have a thirty percent (30%) city wide reduction goal. All provisions of Stage II shall apply with the following additions and exceptions:~~

~~A. The filling of a pool, hot tub, or jacuzzi, except in cases where necessary repairs must be made, is prohibited. Exceptions: public pools, hot tubs, or jacuzzis or privately owned pools, hot tubs, or jacuzzis which are open to the general public for recreational purposes. However, the owner and/or manager of the pool, hot tub, or jacuzzi must provide notice to the public works director of such filling before it occurs. Water used in excess of the allotted usage will be subject to payment under the excess use rate schedule; however, no additional surcharges or fines will be assessed.~~

~~B. Car washing shall be allowed only with the use of a bucket at facilities using recycled or recirculating water.~~

~~C. Automobile and recreational vehicle dealerships shall be allowed to continue washing vehicles with a hose and a hand held trigger nozzle under the following conditions:~~

~~1. Automobiles and recreational vehicles may be washed only on Fridays using the method outlined above.~~

~~2. An automobile, motorcycle, boat or motor home may be washed the day before or the day of delivery to the purchaser.~~

~~D. No restrictions shall be made to existing laundromats.~~

~~E. No restrictions shall be made to car washes employing the use of water recycling equipment.~~

~~F. The owner and manager of every facility with a restroom on the premises open to the public shall post in every such public restroom a placard or decal with notice of drought condition information in a form approved by the public works director or designee.~~

~~G. Irrigating outdoor landscapes or turf is limited to no more than one (1) day per week following schedules established by resolution of city council.~~

~~LMC 13.08.210 Stage IV—50% Reduction Goal.~~

~~Stage IV shall have a fifty percent (50%) city wide reduction goal. All provisions of Stage III shall apply with the following additions and exceptions:~~

~~A. Residential per capita consumption shall not exceed 50 gallons per capita per day. Excess water use will be subject to payment under the excess use rate schedule.~~

~~B. Use of potable water for irrigation is prohibited for all customers.~~

~~LMC 13.08.220~~180 Temporary rate increases.

When drought conditions or water emergency conditions prevail for more than two months, it may become necessary to implement a temporary rate increase to cover lost revenues due to water consumption reductions. Rates shall be increased as recommended by the public works director and at the council's discretion when it is determined that revenues are inadequate to maintain the water enterprise. Such increase will be accomplished by resolution action.

~~LMC 13.08.230~~190 Excess water use surcharge.

- A. Water use in excess of the maximum ration allowed in any billing period during ~~Stage IV~~ water rationing under this chapter or the WSCP will cause the automatic imposition of a use fee/surcharge to the customer.
- B. The water user shall be given written notice of any water use in excess of that user's water ration, and notice of an excess water use surcharge shall be collected as a fee on the user's utility bill in the event the water user again exceeds that user's water ration during the next billing cycle.
- C. If the water user again exceeds that user's water ration during the following billing period, the excess use fee shall be imposed as a surcharge upon all water use in excess of that user's water ration, dating back to the original billing period for which notice of excess use had been given and extending forward until the water user consumes no more than allowed under the Stage IV water rationing standard.
- D. Excess water use surcharges shall be calculated as a fee for water use, and shall be calculated as follows:

Excess Water Use	Surcharge
1 - 5 units over base	\$12.50/unit
6 - 10 units over base	\$15.00/unit
11 - 15 units over base	\$17.50/unit
16 - 25 units over base	\$30.00/unit
26 - 50 units over base	\$42.50/unit
More than 50 units over base	\$100.00/unit

E. The fee shall apply to all water use in excess of the maximum ration applicable to that user. The public works director and designee, following the notification requirement set forth above, shall cause this surcharge to be collected directly from any water user if that user exceeds the monthly ~~Stage IV~~ water ration. Any water user may seek to have the excess water use surcharge waived or forgiven through the rationing variance process set forth in Section ~~13.08.240~~200 upon substantial evidence of the following:

1. The excess water use was beyond the user's control, and was not reasonably correctable due to special and unique circumstances.
2. An incident or condition occurred where public health or safety would have been threatened by decreased water usage.

LMC 13.08.~~240~~200 Variances on usage restrictions or usage allotments.

- A. The public works director or designee shall document the number of full time residents for each residential water use, but shall presume each residence has only one occupant for those residences who fail to respond to any reasonable inquiry. The public works director or designee shall also document the type and character of any commercial, industrial or public authority requesting a variance in the assigned water allotment in ~~Stage IV~~ of this subchapter. The public works director or designee shall maintain a separate file of each rationing variance request, and the response to that request. This file shall be available for public inspection during regular business hours.
- B. The public works director or designee may grant variances for uses of water otherwise prohibited or adjust any consumer's usage allotment if the public works director or designee finds and determines that to fail to do so would cause an emergency condition affecting health, sanitation or fire protection of the applicant or public.

LMC 13.08.~~250~~210 Appeals.

Any water service customer who considers an action taken by the public works director under the provisions of this chapter to have been erroneously taken may appeal such action and decision to the city council in the following manner:

- A. All appeals shall be filed in writing with the ~~secretary of the city~~ clerk and shall state the nature of the appeal or request and the basis upon which the decision of the public works director is considered to be in error.
- B. Such appeals, to be effective, must be received by ~~the secretary of the city~~ clerk not later than ten (10) business days following the date that the public works director has given notice of such action from which the appeal is being taken and be accompanied by a fee of fifty dollars (\$50.00). The fee of fifty dollars (\$50.00) will be refunded if the appeal is granted.
- C. The city clerk shall schedule the appeal for consideration by the city council at the earliest next regularly scheduled council meeting.
- D. The decision of the city council on the appeals shall be final.
- E. A successful appeal by an applicant shall include reimbursement, if any, of an excess use fee by the city in a timely fashion.

LMC 13.08.~~260~~220 Temporary water service.

Notwithstanding any other provisions of this chapter, no restriction or prohibition is imposed upon applications, approvals or installations of water service facilities solely for temporary service to those construction works which are entitled to permanent water service facilities under the terms of this chapter.

LMC 13.08.~~270~~230 Repair of plumbing, sprinkler and watering systems.

No owner or manager or other person responsible for the day-to-day operation of any premises shall fail to initiate steps to repair any leaking, broken or defective water pipes, faucets, plumbing fixtures, other water service appliances, sprinklers, watering or watering systems within five working days after the owner, or manager or other responsible person knew or should have known of such leaks, breaks or defects.

LMC 13.08.~~280~~240 Use of fresh water for construction uses prohibited.

The use of fresh water for dust control or for construction purposes shall be prohibited during a declared drought or water emergency.

LMC 13.08.~~290~~250 Additional rules and regulations.

Additional rules and regulations concerning the operation of the municipal water system and water conservation and rationing plan may be established by the council from time to time.

LMC 13.08.300260 Violation—Penalty.

Citations may be issued for the following violations of the provisions of Section 13.08.120 and ~~Sections 13.08.190 through 13.08.210~~ the City's WSCP set forth in Section 13.08.130, and the corresponding fees and charges will be added to the utility bills of customers who are observed by enforcement personnel listed under Section 13.08.050 in violation of such. Refusal to pay fines as assessed shall result in the termination of service to the customer and/or the placement of a lien against the property. Fines shall be imposed as follows:

- A. Any wasteful water usage during, and as defined in this chapter or the WSCP Stages II, III or IV, shall carry fines as listed below:
1. Fifty dollars (\$50.00) upon the second notification of such offense;
 2. Seventy-five dollars (\$75.00) upon the third notification of such offense;
 3. One hundred dollars (\$100.00) upon the fourth notification of such offense, and a fourth notification shall also result in the installation of a flow restrictor by the city staff at the customer's expense, which shall remain in place for the remainder of the drought or water emergency.

Failure to pay assessed fines will result in termination of service until such time as payment in full is collected from the customer.

Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 14th day of June 2021, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____, by the following vote, 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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ITEM 4.7

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 21-425 OF THE CITY OF LATHROP LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 21-425 Of The City Of Lathrop Levying Special Tax Within Community Facilities District No. 2021-1 (Gateway Business Park City Services)**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 21-425 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES)


SUMMARY:

On June 14, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk

7/7/2021

Date

ORDINANCE NO. 21-425

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on May 10, 2021, this City Council (the "Council") of the City of Lathrop (the "City"), adopted its resolution entitled "Resolution of Intention to Establish Community Facilities District No. 2021-1 (Gateway Business Park City Services) and Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Lathrop Community Facilities District No. 2021-1 (Gateway Business Park City Services)" (the "CFD") and a future annexation area (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services (the "Services") as provided in the Act; and

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held; and

WHEREAS, upon the conclusion of the hearing, this Council adopted its "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on June 14, 2021, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation) pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2021-22, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The Finance Director of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel in the Future Annexation Area that annex into the CFD), in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of San Joaquin County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of San Joaquin County for fiscal year 2021-10 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 14th day of June 2021, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of ____ 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ITEM: CALPERS 457 PLAN ADOPTION

RECOMMENDATION: Adopt a Resolution Approving the Adoption of California Public Employee's Retirement System Deferred Compensation Plan (CalPERS 457 Plan)

SUMMARY:

The City currently offers three (3) 457 Deferred Compensation plans to employees. The 457 Deferred Compensation Plan is a tax-advantaged, deferred compensation retirement plan offered by state and local governments to their employees. A 457 plan allows employees the ability to save for their retirement through a pre-taxed payroll deduction and has been offered to City of Lathrop employees since 1992. Currently the three (3) plans offered to employees include: Empower (formerly Mass Mutual), PenServ (formerly First Investors) and Mission Square (formerly ICMA-RC). Deferred compensation contributions are voluntary and there are no contributions from the City.

The City has received a request from Lathrop Mid-Management and Confidential Employees Association (LMCEA) to include an additional 457 plan option through CalPERS. Staff has contacted CalPERS to explore the option of adding them as an additional deferred compensation plan provider for all eligible employees. In order to add the CalPERS 457 plan option, Council will need to approve the attached resolution and agreements.

BACKGROUND:

The City has received a request from Lathrop Mid-Management and Confidential Employees Association (LMCEA) to include an additional CalPERS 457 Plan option for employees. Staff has contacted CalPERS to explore the option of adding them as an additional deferred compensation plan provider for all eligible employees.

Voya Financial has been appointed by CalPERS to perform recordkeeping and administrative services and to act as the Board's agent for all matters related to the administration of the CalPERS 457 Plan. They have provided services to CalPERS for more than two decades and serve more than 800 public employers across the state. If a CalPERS plan is adopted by the City, a representative from Voya would be the City's point of contact for all matters related to the CalPERS 457 Plan.

The benefits of the CalPERS 457 Plan include:

- No cost to the City for participating in the 457 plan.
- As of July 1, 2020, the total fund expenses are .31% to .44% for the core investment options, which include ALL administrative/recordkeeping fees as well as fund management fees.

**CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
ADOPT CALPERS 457 PLAN**

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- Plan administration, record keeping and participant education are handled by the plan representative.
- Regional account managers from Voya will support employees and retirees with on-site education services, including presentations and one-on-one appointments.

In addition to these benefits, the CalPERS 457 Plan offers a Roth Option, which is not currently included as part of the other three plan options. A traditional 457 Plan allows employees to contribute to a 457 Plan on a pre-tax basis thereby reducing their taxable income. A Roth 457 Plan allows employees to elect post-tax salary deferrals in order to defer taxes when they are dispersed in the future. Both options are subject to annual contribution limits established the Internal Revenue Service. For calendar year 2021, the 457 Plan's annual contributions cannot exceed the lesser of:

- 100% of the participant's includible compensation, or
- The elective deferral limit which is currently \$19,500
 - Catch-up Contributions of an additional \$6,500 for participants aged 50 and older are allowed (\$26,000 maximum contributions)

If adopted, the plan will also include a loan provision which would allow employees to obtain a loan based on the CalPERS 457 Plan Loan Program rules. All other plans currently being offered by the City include loan provisions and follow the guidelines established by the plan.

RECOMMENDATION:

Staff is recommending the City Council approve a resolution adopting the CalPERS 457 Plan to include the Roth 457 Plan option and loan provisions.

FISCAL IMPACT:

Contributions to 457 Plans are funded by the employee and there is no impact to the General Fund.

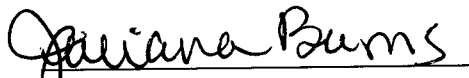
ATTACHMENTS:

- A. Resolution Adopting CalPERS 457 Plan
- B. Employer Adoption Agreement
- C. Roth Adoption Form
- D. Employer Loan Provision
- E. New Employer Information Sheet
- F. CalPERS 457 Plan Document

**CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
ADOPT CALPERS 457 PLAN**

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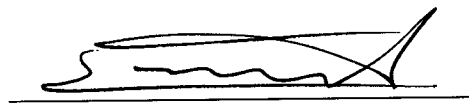
APPROVALS:


Juliana Burns
Human Resources Manager

7/6/2021
Date


Cari James
Finance Director

6/30/2021
Date


Salvador Navarrete
City Attorney

6-30-2021
Date


Stephen J. Salvatore
City Manager

7.7.21
Date

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING ADOPTION OF CALPERS 457 PLAN**

WHEREAS, the City of Lathrop (City) has offered 457 Plan options to its eligible employees since 1992; and

WHEREAS, desires to establish an additional deferred compensation plan for the benefit of all of its eligible employees; and

WHEREAS, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("CalPERS") has established the CalPERS 457 Plan (the "CalPERS 457 Plan") which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the City believes that the CalPERS 457 Plan and the investment options available thereunder will provide valuable benefits to its employees; and

WHEREAS, the City will adopt the CalPERS 457 Roth Plan option; and

WHEREAS, all City 457 Plans (CalPERS, PenServ, Empower and Mission Square) include a loan provision as provided by the respective plan; and

WHEREAS, the Board has appointed Voya Financial (the Plan Recordkeeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS 457 Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lathrop adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the City Manager to execute the attached adoption agreement on behalf of the City of Lathrop and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan.

PASSED AND ADOPTED this 12th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

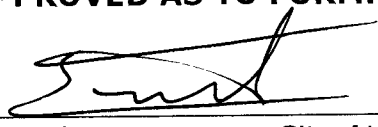
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Employer Adoption Agreement

The employer identified below (the "Employer") adopts the CalPERS 457 Plan (the "CalPERS 457 Plan" or the "Plan") for the benefit of its employees and agrees to be bound by and subject to the terms of the Plan, as it may be amended from time to time. The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California and is eligible to adopt the Plan.
2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of the Plan and has authorized the undersigned to execute this Agreement on its behalf.
3. The Employer has received and has had the opportunity to review the following documents and information:
 - The Plan document;
 - A description of the optional provisions of the Plan;
 - A description of the investment options available to Plan participants and historical performance data for those investment options;
 - A complete description of fees and expenses that will or may be charged to Plan participants including, but not limited to, investment fees and administrative expenses; and
 - The Enrollment Kit for eligible employees, which includes forms and information for employees to participate in the Plan.

Contributions

4. The Employer understands that its employees will have the opportunity to defer their own compensation by designating an amount or percentage to be withheld from each paycheck and contributed to the Plan on the employee's behalf.
5. The Employer understands that the Plan must be made available to all employees and agrees to offer all employees the opportunity to participate in the Plan.
6. The Employer understands that the Plan cannot be made available to individuals who are not the Employer's common law employees and agrees not to offer such individuals the opportunity to participate in the Plan.
7. The Employer understands that each employee's deferrals under the Plan and any other eligible deferred compensation plan maintained by the Employer are subject to certain limits imposed by the Plan and the federal tax code. The Employer agrees to limit employees' deferrals under all plans maintained by the Employer to amounts that do not exceed applicable limitations.
8. The Employer agrees to deduct deferral amounts from employees' salaries and wages in accordance with the employees' elections, to remit all amounts deducted to the Plan as soon as reasonably practicable after such amounts are withheld, and to accurately report the amounts remitted.
9. The Employer understands and agrees that all amounts deferred under the Plan shall be 100% vested and shall be deposited in the Public Employees' Deferred Compensation Fund (the "Fund"), a trust established to hold such amounts, for the exclusive benefit of participants and their beneficiaries. The Employer shall have no right to Fund assets or to sell, redeem, or otherwise liquidate Fund assets, except as provided Plan section 10.6.

Investments

10. The Employer understands and agrees that employees who defer compensation under the Plan will have the right to direct the investment of their individual Plan accounts by choosing among the investment options selected by the CalPERS Board of Administration (the "Board") and offered under the Plan. The Employer further understands and agrees that any employee who does not provide timely directions for investing his or her account will be deemed to have selected the Plan's default investment. The Plan's default investment is currently the CalPERS Target Retirement Fund designated for an employee, based on his or her expected retirement date. The Employer understands and agrees that the Board, in its sole discretion, may add, eliminate, or consolidate investment options offered under the Plan, including the Plan's default investment option.
11. The Employer further understands and agrees that certain fees are charged to Plan participants for investment and administration expenses, and that such fees will be offset against investment returns or deducted from participants' Plan accounts periodically.

Administration

12. The Employer understands and agrees that, except as specifically set forth in the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board and that the Board has the authority to retain third parties to provide investment services, record keeping, accounting, or other services for the Plan.
13. The Employer agrees to assist and cooperate in providing Plan information to employees and to follow administrative procedures established by the Board or its designee(s) from time to time.
14. The Employer has completed the attached New Employer Data Sheet, which is incorporated by reference. The Employer hereby certifies that all information provided in connection with its adoption of the Plan is true and accurate.
15. The Employer understands and agrees that the Board has retained the power and authority to amend the Plan from time to time, subject to limitations set forth in the California Government Code and the Plan. The Employer may not amend the Plan.
16. The Employer understands and agrees that its participation in the Plan may be terminated by the Employer or by the Board upon sixty (60) days advance written notice. Upon termination, all amounts held for participants will continue to be held in the Fund for the exclusive benefit of participants and their beneficiaries, except for distributions or transfers permitted under the Plan terms.

Name of Employer: City of Lathrop

By: _____

Title: City Manager

Date: _____

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System

Name of Employer: _____

By: _____

Title: _____

Date: _____

CalPERS 457 Plan Roth Adoption Form



Employer Election To Offer

- Roth Elective Deferrals
- In-Plan Roth Conversions

I. General Information

Agency/Employer Plan Number: **45** _____

City of Lathrop

(209) 941-7350

Employer Name

Telephone #

Juliana Burns

jburns@ci.lathrop.ca.us

Contact Name

Email Address

II. Adoption of CalPERS 457 Roth Plan Option

The Employer has previously adopted or is concurrently adopting the CalPERS 457(b) Plan (Plan) and its employees are or will be eligible to participate in the Plan. The individual signing below hereby certifies that she or he is duly authorized to execute this form on behalf of the Employer and that all necessary action has been taken by the Employer to authorize and approve this action.

The Employer acknowledges that it has received and reviewed a copy of the CalPERS 457 Deferred Compensation Plan Document, including the following sections of the Plan:

- Roth Elective Deferrals (*definition*)
- Roth Elective Deferrals
- In-Plan Roth Conversions

The Employer hereby elects to include the following features/options in the Plan offered to its employees:

- Roth Elective Deferrals; and
- In-Plan Roth Conversions

The Employer understands and agrees as follows:

1. Employees will have the opportunity to defer their own compensation on an after-tax basis; Roth Elective Deferrals are taxable to employees in the year contributed.
2. The Employer must deduct Roth Elective Deferrals from Employees' pay and timely remit such amounts to the Plan, must withhold state and federal income taxes on amounts contributed as Roth Elective Deferrals and must properly report those amounts to taxing authorities.
3. Employees' pre-tax Deferrals and Roth Elective Deferrals are subject to a combined annual limit under the federal tax code. The Employer is responsible to ensure that individual Employees' deferrals do not exceed the applicable limit in effect for each year.

4. Employees will be 100% vested in their Roth Elective Deferrals when those amounts are deducted from their pay.
5. Earnings on Roth Elective Deferrals and balances converted by In-Plan Roth Conversions will not be taxable if distributed in a Qualified Distribution with a distribution date that is at least five years after the Employee's initial Roth contribution and after:
 - The Employee attains age 59½ or becomes disabled, and the Employee has a severance from employment; or
 - The Employee's death.

If a distribution is not a Qualified Distribution, earnings on these balances will generally be taxed under the basis recovery rules found in Internal Revenue Code section 72.

6. A Participant's election to do an In-Plan Roth Conversion is irrevocable. The amount converted is subject to state and federal income tax in the year converted and will be reported as taxable income to the Participant. The Plan does not withhold any amounts for state or federal income taxes in connection with an In-Plan Roth Conversion; the Participant will be responsible to pay applicable income taxes even though there is no withholding.
7. Balances converted as an In-Plan Roth Conversion remain subject to any and all distribution restrictions that applied prior to the conversion.

CalPERS 457 Plan Roth Adoption Form



III. Signature

Name of Employer: _____

Authorized and Approved by:

Signature: _____

Print Name: Stephen J. Salvatore _____

Title: City Manager _____

Date: _____

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System.

Signature: _____

Print Name: _____

Title: _____

Date: _____

IV. Mail Instructions

Please return the signed, original form to CalPERS for processing:

CalPERS 457 Plan
P.O. Box 942713
Sacramento, CA 94229-2713



Employer Loan Provision Form

I. General Information

Agency/Employer Plan Number: **45** _____

(209) 941-7350

City of Lathrop

Employer Name

Telephone #

Juliana Burns

Contact Name

jburns@ci.lathrop.ca.us

Email Address

II. Adoption of CalPERS 457 Loan Program

The Employer referenced above adopted the CalPERS 457 Plan (Plan) effective _____, and is a sponsor of the Plan. The individual signing below hereby certifies that he or she is duly authorized to execute this form on behalf of the Employer and that all necessary action has been taken by the Employer to authorize and approve this action. The Employer hereby elects to offer the CalPERS 457 Loan Program Option to its employees. This election may be revoked at any time; employees with outstanding loans at the time of revocation will be permitted to pay off the loans, but will not be permitted to take out new loans.

The loan provisions are set forth in Section 8 of the CalPERS 457 Deferred Compensation Plan Document. The Employer acknowledges that it has received a copy of the current Plan document and has had the opportunity to review the terms for the Loan Program. Here is a summary of the program:

- The minimum loan amount is \$1,000; the maximum loan amount is the lesser of 50% of a participant's account balance or \$50,000 (reduced by the highest balance of any loan outstanding in the last twelve months). The maximum limit is applied taking into account all loans outstanding from any retirement plan sponsored by the Employer.
- Loans must use level amortization, require payments at least quarterly, and may not have a term longer than five years.
- Interest on a loan is charged at a rate equal to prime plus 1% and the loan must be secured by the participant's account balance.
- Loan payments must be made by payroll deduction and are made on an "after-tax" basis.
- A participant may pay off the balance of an outstanding loan, in full, with no prepayment penalty. Partial payments are not accepted.
- Weekly feedback reports are provided via the Sponsor Website. These feedback reports provide information regarding any new loans issued or loans paid during the prior week. In addition, an automated email is sent to the Employer's designated contact advising when new feedback reports become available. It is the Employer's responsibility to ensure that contact information for the Employer's designated contact is current and correct. Additionally, it is the Employer's responsibility to monitor weekly feedback reports.
- If the Employer has multiple plan providers which permit participant loans, it is the Employer's responsibility to monitor that a participant has not exceeded the maximum loan limit as described by the IRS. (\$50,000). Please contact CalPERS immediately if you become aware of an issue. Participants submitting online loan requests are notified of IRS loan limits at the time the request is made, however, the Employer also agrees to monitor aggregate balances of participants with loans from multiple providers.

III. Signature

I hereby acknowledge and agree to the terms of this form.

Employer Signature

Stephen J. Salvatore

Printed Name

Date

City Manager

Title

Accepted by CalPERS (or an agent duly appointed by the Board) on behalf of the Board of Administration of the California Public Employees' Retirement System.

By

Title

Effective Date



New Employer Information Sheet

I. General Information

CalPERS ID: _____

City of Lathrop

99

Employer Name

Number of Employees

Employee Tax Identification Number _____

Fiscal Year End Date 06 / 30 / 2021

390 Towne Centre Drive

Employer Address

Lathrop, CA 95330

City / State / Zip

Tanyashane Rubianes

trubianes@ci.lathrop.ca.us

(209) 941-7325

Payroll Contact

Email

Telephone

Chia Lor

clor@ci.lathrop.ca.us

(209) 941-7330

Payroll Contact

Email

Telephone

Choose one:

☒ Add CalPERS as a Plan Provider (new enrollments only)

☐ Add CalPERS as an exclusive Plan Provider and convert assets — See Section III Asset Transfer Information

II. Contribution Information

Frequency of Payroll Deductions ☐ Weekly ☒ Bi-weekly ☐ Semi Monthly ☐ Monthly

I understand a payroll contribution file will be submitted through my|CalPERS

☐ EFT Debit payment will be submitted via my|CalPERS ☐ EFT Credit payment will be submitted via my|CalPERS

☐ Check payment will be submitted with my|CalPERS Remittance Advice

Make check payable to **CalPERS 457 Plan** and include **Plan ID #**, and submit by standard mail or overnight.

Please mail your documentation to one of the following addresses:

Standard Delivery: (Standard Mail)

CalPERS 457 Plan
P.O. Box 942713
Sacramento, CA 94229-2713

Overnight Delivery:

CalPERS 457 Plan
400 Q Street
Sacramento, CA 95811

New Employer Information Sheet

III. Asset Transfer Information

(Complete ONLY if conducting a conversion into the CalPERS 457 Plan)

Former Plan Provider

Total Number of Employees

Address

City / State / Zip

Payroll Contact

Email

Telephone

IV. Signatures

Print Name: Stephen J. Salvatore

Title City Manager

Employee Signature:

Date:

New Employer Plan Number assigned by CalPERS: 4 5 ____

CalPERS 457 Deferred Compensation Plan Document

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The purpose of the California Public Employees' Deferred Compensation Plan (the "Plan") is to provide deferred compensation for California public employees that elect to participate in the Plan. This Plan is established pursuant to sections 21670 through 21685 of the Government Code of the State of California and is intended to constitute an "eligible deferred compensation plan" within the meaning of section 457 of the Federal Internal Revenue Code. Except as otherwise provided herein, this amendment and restatement of the Plan is effective March 1, 2019.

Article I - Definitions

The following terms when used herein shall have the following meaning:

1.1 Account: The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred compensation credited to the Participant, including the Participant's Deferrals, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any Transfers for the Participant's benefit, and any distributions made to the Participant or the Participant's Beneficiary.

If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 7.2 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.2 Adoption Agreement: The agreement under which an Employer becomes a participating Employer under this Plan.

1.3 Beneficiary: The person or persons designated by the Participant to receive distributions from the Participant's Account after the Participant's death. A designated person may include, but is not limited to, one or more of the following: an individual, trust, corporation or firm, or the estate of the Participant. A designation shall be made on a Board-approved beneficiary designation form.

1.4 Board: The Board of Administration of CalPERS.

1.5 Code: The Federal Internal Revenue Code of 1986, as amended from time to time.

1.6 Deferral: An amount credited to a Participant's Account by reason of the Participant's agreement to contribute a portion of his or her salary or wages to the Plan.

1.7 Deferral Agreement: The agreement between an Employer and an Employee, including any amendments thereto, which specifies the amount of Deferrals to be made by the Employee. Each Deferral Agreement or amendment thereto shall be made or confirmed in writing under procedures established by the Board.

1.8 Eligible Deferred Compensation Plan: An eligible governmental plan as defined in Section 1.457-2(f) of the Income Tax Regulations.

1.9 Employee: Any individual who is a common law employee of an Employer and is a member of CalPERS or for whom the Board is otherwise authorized to administer this Plan under the Government Code. An Employee does not include an independent contractor.

1.10 Employer: Any political subdivision of the State of California, or any agency or instrumentality of the State of California or political subdivision of the State of California for which the Board is authorized to administer this Plan under the Government Code and that has become a participating employer under this Plan pursuant to Article 2. Where required by the context, references to the Employer shall mean the current or former Employer of the Employee or Participant.

1.11 Fund: The Public Employees' Deferred Compensation Fund that has been established as part of the Plan pursuant to section 21676 of the Government Code. For purposes of Section 9.1 of this Plan, the Fund shall not include the asset management and services account maintained pursuant to section 21678 of the Government Code.

1.12 Government Code: Those statutes of the State of California that have been codified as the Government Code.

1.13 Includible Compensation: A Participant's compensation, as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws.

1.14 Investment Option: One of the available alternatives for crediting investment earnings to a Participant's Account, which shall be based upon the performance of one or a combination of the investment portfolios maintained under the Fund.

1.15 Normal Retirement Age: The age used to determine the three-year period in which a Participant may utilize the catch-up limitation under Section 4.3. A Participant may designate as his or her Normal Retirement Age an age that is not earlier than age 62 and that is not later than age 70-1/2. Notwithstanding the preceding sentence, a Participant may designate as his or her Normal Retirement Age an age that is earlier than age 62 if the Participant can demonstrate that such age is not earlier than the age the Participant will attain in the earliest Year in which the Participant will be eligible to retire without actuarial or similar reduction under CalPERS or another retirement system.

Once a Participant has utilized the catch-up limitation under Section 4.3 or under a comparable provision of another Eligible Deferred Compensation Plan that Participant's Normal Retirement Age may not thereafter be changed. An Employer sponsoring more than one Eligible Deferred Compensation Plan may not permit a Participant to have more than one Normal Retirement Age under the Eligible Deferred Compensation Plans it sponsors.

1.16 Participant: Any Employee or former Employee for whom a Deferral has been credited under the Plan and for whom an Account is maintained.

1.17 CalPERS: The California Public Employees' Retirement System.

1.18 Plan: The California Public Employees' Deferred Compensation Plan established pursuant to sections 21670 through 21685 of the Government Code, the terms of which are set forth in this Plan document. To the extent required under section 457 of the Code, each Employer's participation in this Plan shall be treated as a separate plan, and each Employer's separate plan shall be deemed to include any other Eligible Deferred Compensation Plan maintained by that Employer.

1.19 Rehired Employee: An Employee who has had a Severance from Employment with an Employer, and thereafter becomes an Employee of that Employer. An Employee shall be treated as a Rehired Employee on the date he or she becomes reemployed with the Employer.

1.20 Required Beginning Date: April 1st of the Year following the Year of a Participant's attainment of age 70-1/2 or Severance from Employment, whichever is later.

1.21 Roth Elective Deferrals: A Deferral that is: (a) Designated irrevocably by the Participant at the time of the Deferral Agreement as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax elective Deferrals the Participant is otherwise eligible to make under the Plan; and (b) Treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

1.22 Self-Managed Account: A brokerage account established by a Participant through which such Participant makes self-directed investments with respect to amounts reflected in the Participant's account.

1.23 Severance from Employment: The date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Employer (and taking into account guidance issued under the Code). A Rehired Employee shall no longer be treated as having a Severance from Employment upon the date of his or her rehire.

1.24 Transfer: An amount credited to a Participant's Account by reason of a transfer from another Eligible Deferred Compensation Plan.

1.25 Trustee: The Board of Administration of CalPERS.

1.26 Unforeseeable Emergency: A severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's spouse, the Participant's domestic partner pursuant to a state domestic relations law who is a designated primary Beneficiary or the Participant's dependent (as defined in Section 152(a) of the Code, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's property due to casualty (including the

need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Section 152(a) of the Code, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an Unforeseeable Emergency. A need to send a child to college or to purchase a new home shall not constitute an Unforeseeable Emergency.

1.27 Year: A calendar year.

Article II - Employer Participation

2.1 Initial Participation: This Plan shall be available to the Employees of an Employer only if the Employer has executed an Adoption Agreement and provided the Board with such information as the Board deems necessary to administer the Plan on behalf of the Employer. CalPERS, in its sole discretion, will decide whether an Employer may participate in this Plan.

2.2 Terms of Participation: By executing an Adoption Agreement, an Employer agrees to adhere to all terms and conditions of the Plan, as amended from time to time, to invest all Deferrals and Transfers in the Fund, and to follow all administrative procedures established by the Board. Except as otherwise provided herein, the terms of this Plan shall apply on a uniform basis to all Employers participating hereunder. The Board may, in its sole discretion, upon sixty (60) days advance written notice terminate an Adoption Agreement with an Employer for participation of its Employees in the Plan.

2.3 Duration of Employer Participation: In the event that an Employer withdraws from participation in the Plan, all amounts credited to the Accounts of the Employer's participating Employees will continue to be held in the Fund and will be distributed in accordance with the terms of the Plan, except to the extent of any transfers from the Plan pursuant to Section 7.3.

Article III - Employee Participation

3.1 Eligibility: Except as provided in section 21670 of the Government Code, all Employees of an Employer shall be eligible to participate in the Plan. Notwithstanding the above, an Employee who is a minor may only participate in this Plan to the extent he or she may enter into an enforceable contract that cannot be disaffirmed by the minor.

3.2 Initial Enrollment: In order to become a Participant, an Employee must enter into a Deferral Agreement, which shall become effective no earlier than the calendar month following the month in which the agreement is made. A Deferral Agreement will be given effect only if the Deferral amount elected therein satisfies whatever minimum the Board may establish, and the Employee provides all information called for on the agreement form.

3.3 Effect of Deferral Agreement: Commencing with the effective date of an Employee's Deferral Agreement, his or her gross salary or wages shall be reduced by the Deferral amount specified in the Deferral Agreement. Deferrals shall continue to be made in such amount unless and until the Deferral Agreement is amended or the Employee has a Severance from Employment with the Employer. Subject to the limitations of Article 4, Deferrals shall not be subject to Federal or California income tax withholding and shall not be reported as gross income on the Employee's annual wage statement (Form W-2). However, Deferrals shall be subject to FICA taxation when earned.

3.4 Amendment of Deferral Agreement: A Participant may amend or revoke his or her Deferral Agreement at any time, provided, however, that no change in the amount of a Participant's Deferrals will become effective until the calendar month following the month in which the Deferral Agreement is amended.

3.5 Investment Options: Upon initial enrollment in the Plan, the Participant's future Deferral will be invested in the Plan's designated "default" option for investment of contributions unless the Participant makes an affirmative investment election to the contrary prior to the date his or her Deferral is first invested. To the extent the Participant does not wish to have his or her contributions invested in the designated "default" Investment Option, the Participant may designate another Investment Option or Investment Options to which his or her Deferrals are to be allocated or elect to make investments through a Self-Managed Account. A Participant may thereafter re-allocate his or her Account balance among the available Investment Options or through a Self-Managed Account. The minimum amounts or percentages that may be allocated among Investment Options and/or through a Self-Managed Account, and the timing and frequency of re-allocations, shall be subject to such limitations and procedures as the Board may from time to time establish. In addition, investments and trading with respect to a Self-Managed Account will be subject to any rules or restrictions adopted by the third party provider that administers such accounts. The Board, in its sole discretion, may make available to Participants certain investment guidance services or investment advice services through a third party provider. Such services may be utilized only at the voluntary election of a Participant and shall not limit a Participant's responsibility for the allocation of his or her Accounts in and among the Investment Options. The Board may eliminate the availability of such services at any time.

3.6 Beneficiary Designation: Upon enrollment, the Participant shall designate a Beneficiary to receive distributions from the Participant's Account in the event of the Participant's death. Such designation shall be made in a form and manner prescribed by the Board. A Participant may change his or her designated Beneficiary at any time, provided that an amended Beneficiary designation shall be given effect only if it is made by the Participant in a form and manner prescribed by the Board and delivered to a Plan representative (or post-marked for delivery) prior to the Participant's death. The Board may allow a Beneficiary designation or change in Beneficiary designation to be made through use of an electronic medium to the extent permitted by applicable law. The last Beneficiary designation form made by the Participant and delivered to a Plan representative as described above shall revoke all prior Beneficiary designations. A Participant may designate any person or persons as Beneficiaries, except as described below. Unless otherwise provided in the Beneficiary designation

form, each designated Beneficiary shall be entitled to equal shares of the benefits payable after the Participant's death. If the Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant for a period of fifteen (15) days, or a beneficiary designation form is not in good order, then the estate of the Participant shall be the Beneficiary. Notwithstanding the foregoing, a Participant's Beneficiary designation shall not be given effect and shall be overridden to the extent that such a designation would impair the rights of any surviving spouse under applicable law. For example, if the Participant is legally married or in a registered domestic partnership, the Participant may not designate a non-spouse or non-domestic partner as the Participant's sole primary Beneficiary, as applicable, without a valid written waiver from the Participant's spouse or domestic partner. Failure to satisfy state law requirements with respect to a Participant's Beneficiary designation shall invalidate the Beneficiary designation to such non-spouse or non-domestic partner.

3.7 Additional Deferrals: An Employer may make additional Fund investments with respect to any Employee, resulting in additional credits to the Account of such Employee. Any such additional credits shall be treated as Deferrals for all purposes of the Plan. The Employer shall notify the Board of any such additional Deferrals, and each Employee for whom such Deferrals are to be made must complete a Deferral Agreement, regardless of whether elective Deferrals are to be made by such Employee.

3.8 Roth Elective Deferrals:

(a) General Application. Employers may elect to allow their Employees to make Roth Elective Deferrals in accordance with this section 3.8. This section will apply to Deferrals beginning on the effective date that an Employer adopts this section, but in no event before March 1, 2019. As of such date, the Plan will accept Roth Elective Deferrals made on behalf of a Participant who is an Employee of an Employer that has adopted this section. A Participant's Roth Elective Deferrals will be allocated to a separate sub-account maintained for such Deferrals as described in subpart (b) below. Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferrals for all purposes under the Plan.

(b) Separate Accounting. Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to a separate Roth Elective Deferral sub-account maintained within the Participant's Account. The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral sub-account and the remaining portion of the Participant's Account under the Plan. No contributions other than Roth Elective Deferrals, adjusted in accordance with Article 5, will be credited to a Participant's Roth Elective Deferral sub-account.

(c) Rollovers and Transfers.

(1) Notwithstanding sections 6.10 and 7.3, a direct rollover or transfer of a distribution from a Roth Elective Deferral sub-account under the Plan will only be made to another Roth Elective Deferral account under an applicable retirement Plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

(2) Notwithstanding Article 7, the Plan will accept a rollover contribution to a Roth Elective Deferral sub-account only if it is a direct rollover or transfer from another Roth Elective Deferral account under an applicable retirement Plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

(3) Eligible rollover distributions from a Participant's Roth Elective Deferral sub-account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of section 6.5 of the Plan.

(d) Correction of Excess Contributions. In the case of a distribution of excess contributions, the Plan shall distribute pre-tax Deferrals and earnings thereon first.

(e) Contributions and Distributions. In the absence of an affirmative election to the contrary, all Deferrals contributed to the Plan shall be designated as pre-tax Deferrals. Loans from a Participant's Account must be made and repaid from pre-tax available sources and/or Roth Elective Deferrals, subject to any ordering rules established by the Board. Participants may designate whether hardship withdrawals from their account will reduce pro-rata their Roth or their pre-tax available sources.

Article IV - Deferral Limitations

4.1 General Limitation: Except as provided in Section 4.2 or 4.3, a Participant's Deferrals for a Year shall not exceed the lesser of: (a) the Applicable Dollar Amount, or (b) the Participant's Includible Compensation for the Year.

The Applicable Dollar Amount is the amount established under section 457(e)(15) of the Code, and is \$19,000 for 2019. The Applicable Dollar Amount is adjusted for the cost-of-living from time to time to the extent provided under Section 415(d) of the Code.

4.2 Age 50 Catch-up Deferral Contributions: A Participant who will attain age 50 or more by the end of the Year is permitted to elect an additional amount of Deferrals, up to the maximum Age 50 Catch-up Deferrals for the year. The maximum dollar amount of the Age 50 Catch-up Deferrals is \$6,000 for 2019. The maximum dollar amount of the Age 50 Catch-up Deferrals is adjusted for the cost-of-living from time to time to the extent provided under the Code.

4.3 Special Section 457 Catch-up Limitation: If a Participant has designated a proper Normal Retirement Age in the manner established by the Board, and if the amount determined under this Section 4.3 exceeds the amount computed under Sections 4.1 and 4.2, then for one or more of the

three (3) Years ending before the Year in which a Participant attains that Normal Retirement Age, the Participant's Deferrals shall not exceed the lesser of:

(a) An amount equal to 2 times the Section 4.1 Applicable Dollar Amount for such year, or

(b) The sum of:

(1) An amount equal to (A) the aggregate Section 4.1 limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of salary and wages that the Participant deferred under the Plan during such years, plus

(2) An amount equal to (A) the aggregate limit referred to in Section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 4.2 and 4.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

4.4 Special Rules: For purposes of this Section 4, the following rules shall apply:

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 4. For this purpose, the Employer shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying Section 4.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) salary and wages, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 4.1 or any other plan ceiling required by Section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 4.3(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 4.3(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Section 457(b)(2) of the Code for that year.

(d) Disregard Excess Deferral. For purposes of Sections 4.1, 4.2 and 4.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed, as described in Section 4.6. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.

4.5 Deferrals Prior To or After Severance from Employment, Including Sick, Vacation, and Back Pay:

A participant who has not had a severance from employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under the following terms:

(a) deferrals attributable to accumulated sick pay, accumulated vacation pay, and back pay may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the participant is an employee on the date the amounts would otherwise be paid or made available, or

(b) deferrals attributable to accumulated sick pay, accumulated vacation pay, and back pay may be made for former employees with respect to compensation described in Section 1.415(c)-2(e)(3)(i) of the Income Tax Regulations (relating to certain compensation paid by the later of 2½ months following Severance From Employment or the end of the limitation year that includes the date of severance from employment), compensation described in Section 1.415(c)-2(g)(4) of the Income Tax Regulations (relating to compensation paid to participants who are permanently and totally disabled), and compensation relating to qualified military service under Section 414(u) of the Code.

4.6 Correction of Excess Deferrals: If the Deferrals on behalf of a Participant for any calendar year exceed the limitations described above, or the Deferrals on behalf of a Participant for any calendar year exceed the limitations described above when combined with other amounts deferred by the Participant under another Eligible Deferred Compensation Plan for which the Participant provides information that is accepted by the Employer, then the Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.7 Protection of Persons Who Serve in a Uniformed Service: An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Deferrals upon resumption of employment with the Employer equal to the maximum Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of salary or wages) without the interruption or leave, reduced by the Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the Participant's Beneficiaries shall be entitled to receive any additional benefits (other than additional credits described in Section 3.7 or similar benefit accruals relating to the period of qualified military service) provided under the Plan, as if the Participant had resumed employment and subsequently experienced a Severance from Employment on account of death.

Article V - Participant Accounts

5.1 Crediting of Accounts: All Deferrals and Transfers with respect to a Participant shall be credited to the Participant's Account as of the date such amounts are invested in the Fund in accordance with the procedures established by the Board. The Employer shall remit to CalPERS all Deferrals and Transfers directed by Participants to be invested in the Fund as soon as reasonably practicable after such amounts are withheld from the Participant's salary or wages or are available from the transferor plan, as applicable, and in no event longer than is reasonable for the proper administration of Participant accounts.

5.2 Account Balances: The value, or balance, of each Participant's Account shall equal the aggregate value of the Fund investments held with respect to the Participant, based on the Investment Options selected by the Participant, and the method of valuation established by the Board. Each Participant shall periodically receive a statement which shows his or her Account balance and summarizes any credits or other transactions since the preceding statement. In the event that an individual has participated in this Plan by reason of employment with two or more Employers, separate Accounts shall be maintained for such individual with respect to each employment relationship.

Article VI - Distributions

6.1 Commencement of Distributions upon Severance from Employment: Upon a Participant's Severance from Employment with an Employer (including a Severance from Employment described in Section 6.8), the Participant may elect to receive distributions under one of the optional distribution forms described in Section 6.2, or the Participant may elect a deferred commencement date under Section 6.3. If no election is made by the date the Participant attains age 70-1/2 (or, if later, 30 days after the Participant's Severance from Employment), distributions shall commence in accordance with Section 6.9. If a Participant who has not attained age 70-1/2 becomes a Rehired Employee, then following the date of rehire, he or she shall no longer be entitled to commence distributions on account of a Severance from Employment occurring prior to becoming a Rehired Employee. Further, any outstanding distributions which commenced prior to such a Participant becoming a Rehired Employee shall be discontinued following the date of such Participant's rehire to the extent such distributions were on account of a Severance from Employment.

6.2 Optional Distribution Forms: Prior to the commencement date under Section 6.1 or Section 6.3, as applicable, the Participant may elect to have his or her Account distributed in one of the following forms:

- (a) a single lump sum payment;
- (b) installment payments for a period of years (payable on an annual, semi-annual, quarterly, or monthly basis) which extends no longer than the life expectancy of the Participant or such longer period as permitted under Section 6.9(b);
- (c) partial lump sum payment of a designated amount;
- (d) any combination of the above forms of distribution; or
- (e) such other form of installment payments as may be approved by the Board consistent with the limitations of Section 6.9.

The Participant or a Beneficiary, after a Participant's death, may request a change to the form of distribution initially elected under this Section. Any such election must be made in writing at least 60 days prior to the effective date of the change. The Participant's distributions made under a subsequent election shall be under one of the optional distribution forms described in this Section.

6.3 Deferred Commencement Date: A Participant may elect a deferred commencement date for part or all of the Participant's Account balance at any time prior to the calendar year the Participant attains age 70-1/2 (or, if later, 30 days after the Participant's Severance from Employment). Such date may not be later than the Participant's Required Beginning Date.

6.4 In-Service Distributions From Rollover Account: If a Participant has a separate account attributable to rollover contributions to the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account under any optional distribution form described in Section 6.2.

6.5 Cash-outs and Combined Payments: The Board reserves the right to adopt guidelines, which shall be uniformly applied to all Plan Participants and Beneficiaries, under which Account balances below a specified level may be distributed in a lump sum upon Severance from Employment or at a deferred commencement date and installment payments below a specified amount may be combined and paid at less frequent intervals (but not less frequently than annually).

Subject to the limitations of sections 457(e)(9)(A) and 457(d)(3) of the Code and section § 1.457-6(e)(1) of the Treasury regulations, and at the direction of the Board, a Participant's Account balance shall be distributed in a lump sum without the Participant's consent, provided that (i) the Participant's Account balance does not exceed \$1,000, (ii) no Deferral has been credited to the Participant's Account in the preceding twenty-four (24) months, and (iii) no prior payment has been made to the Participant under Section 6.1 or this Section 6.5.

6.6 Unforeseeable Emergency Distributions:

In the event of an Unforeseeable Emergency prior to or after the commencement of distributions, a Participant may apply to receive that part of the value of the Participant's Account that is reasonably needed to satisfy the emergency need, including any income tax resulting from the distribution. Payment will not be made to the extent that the financial hardship may be satisfied through cessation of Deferrals, insurance or other reimbursement, or a liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship. The Board, or its delegate, shall determine whether a Participant is entitled to a distribution on account of an Unforeseeable Emergency, provided that the Board, or its delegate, may require the Employer to substantiate an Unforeseeable Emergency at its request.

6.7 Death Benefits: Upon the Participant's death, the Participant's remaining Account balance shall be payable to the Beneficiary as soon as reasonably practicable after the Participant's death, unless the Beneficiary elects a deferred commencement date that is consistent with the limitations set forth below. Prior to the Beneficiary's commencement date, the Beneficiary may elect to receive the Participant's remaining Account balance under any optional distribution form described in Section 6.2, provided that the elected distribution form satisfies the limitations set forth below.

(a) If the Participant dies prior to the Participant's Required Beginning Date and the Beneficiary is the Participant's surviving spouse, the commencement date shall be no later than the last day of the Year in which the Participant would have attained age 70-1/2 (or, if later, the Year immediately following the Year of the Participant's death) and shall be paid over a period that does not exceed the Beneficiary's life expectancy using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the spouse's age on the spouse's birthday for that year.

(b) If the Participant dies prior to the Participant's Required Beginning Date and the Beneficiary is not the Participant's surviving spouse, the entire Account balance shall be distributed no later than (i) the last day of the Year which includes the fifth (5th) anniversary of the Participant's death, or (ii) if distributions to the Beneficiary commence by the last day of the Year immediately following the Year of the Participant's death, the entire Account balance shall be distributed over the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the Beneficiary's age on the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year.

(c) If the Participant dies after the Participant's Required Beginning Date or after the commencement of distributions in the form of an annuity, the Beneficiary may not elect to defer the commencement of death benefits, and the Participant's remaining Account shall be distributed at least as rapidly as under the method selected by the Participant.

(d) In the event that a Beneficiary dies before all payments to the Beneficiary have been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum.

(e) If there are two or more Beneficiaries, the provisions of this Section 6.7 and Section 6.9 shall be applied separately to each Beneficiary with respect to that Beneficiary's share in the Participant's Account.

(f) No Beneficiary shall have any right of recovery against the Employer or the Plan for any distributions that are made in the name of the Participant before a Plan representative has been duly notified of the Participant's death.

6.8 Uniformed Service Member Distributions: Effective January 1, 2009, a Participant who is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) and on active duty for a period of more than 30 days will be treated as if he has experienced a "Severance from Employment" under Section 6.1 above, in accordance with section 414(u)(12)(B) of the Code. Such Participant may elect to receive a distribution of all or a portion of his Account; provided, however, that the Participant will not be required to take a distribution under this Section 6.8. A Participant who elects to receive a distribution pursuant to this Section 6.8 will be precluded from making Deferrals to the Plan during the six (6) month period beginning on the date of such distribution.

6.9 Latest Distribution Date:

(a) In general. In no event shall any distribution under this Section 6 begin later than the Required Beginning Date. If distributions commence in the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Severance from Employment occurs, the distribution on the date that distribution commences must be at least equal to the minimum installment payment for the year that the Participant has a Severance from Employment (determined under paragraph (b)) and an amount at least equal to the minimum installment payment for the year after Severance from Employment (determined under paragraph (b)) must also be paid before the end of the calendar year of commencement.

(b) Minimum installment amount. Unless a lower amount is permitted under Code Section 401(a)(9), the minimum installment amount is the amount payable equal to a fraction of the Account balance equal to one divided by the distribution period set forth in the Uniform Lifetime Table at Section 1.401(a)(9)-9, A-2, of the Income Tax Regulations for the Participant's age on the Participant's birthday for that year. If the Participant's age is less than age 70, the distribution period is 27.4 plus the number of years that the Participant's age is less than age 70. The Account balance for this calculation (other than the final installment payment) is the Account balance as of the end of the year prior to the year for which the distribution is being calculated.

6.10 Distributions/Rollovers from Fund:

(a) In general. Except as otherwise provided herein, all distributions shall be made directly from the Fund to the Participant or Beneficiary. To the extent required by law, income and other taxes shall be withheld from each benefit payment, and payments shall be reported to the appropriate governmental agency or agencies.

(b) **Rollover Distributions.** A Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Section 414(p) of the Code), or a nonspouse Beneficiary who is entitled to an eligible rollover distribution may elect, at the time and in the manner prescribed by the Board, to have all or any portion of the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover.

(c) **Definitions.** For purposes of this Section 6.10, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account balance, except that an eligible rollover distribution does not include (a) any installment payment under Section 6.2 for a period of 10 years or more (b) any distribution made under Section 6.6 as a result of an unforeseeable emergency, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or 403(b) of the Code, an eligible governmental plan described in Section 457(b) of the Code, or a Roth individual retirement account described in Section 408A of the Code, that accepts the eligible rollover distribution, provided however that with respect to a nonspouse Beneficiary who is entitled to an eligible rollover distribution, an eligible retirement plan shall mean an individual retirement account or an individual retirement annuity that will be treated as an inherited IRA.

Article VII – Transfers and In-Plan Conversions

7.1 Acceptance of Transfers: Participants who are participants in another Eligible Deferred Compensation Plan may transfer assets to the Plan as provided in this Section 7.1. Such Transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan, and shall be in cash or other property that the Board accepts for investment in the Fund. The Transfer shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as a Deferral by the Participant under the Plan, except that the Transfer shall not be considered a Deferral in determining the maximum Deferral amounts under Article IV.

7.2 Eligible Rollover Contributions to the Plan:

(a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Board may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code.

(b) For purposes of this Section 7.2, an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Section 457(b) of the Code. In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is an eligible governmental plan under Section 457(b) of the Code.

7.3 Transfers to other Plans:

(a) At the election of a Participant, all or a portion of the Participant's Account balance may be transferred to another Eligible Deferred Compensation Plan maintained by the Employer or another employer of the Participant. A transfer is permitted under this Section 7.3 for a Participant only under the conditions described in paragraphs (b)(2), (3) and (4) of Section 1.457-10(b) of the Income Tax Regulations (relating to post-severance plan-to-plan transfers, plan-to-plan transfers of all plan assets, and plan-to-plan transfers among eligible governmental plans of the same employer) and provided that the Participant is an employee of the entity that maintains the other Eligible Deferred Compensation Plan. Further, a transfer is permitted under this Section 7.3 only if the other Eligible Deferred Compensation Plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred, and provided that the transfer is otherwise in accordance with Section 457(e)(10) of the Code and Section 1.457-10(b) of the Income Tax Regulations.

(b) In connection with an Employer withdrawal from participation in the Plan, such Employer may direct the transfer of all Participant Account balances to another Eligible Deferred Compensation Plan, provided that such other plan accepts transfers and the transfer is otherwise in accordance with Section 457(e)(10) of the Code and Section 1.457-10(b) of the Income Tax Regulations.

7.4 Transfer Conditions: The Board reserves the right to limit the terms and conditions under which Transfers will be accepted from or made to other Eligible Deferred Compensation Plans, including requiring such documentation from the other plan as it deems necessary to effectuate the

transfer in accordance with Section 457(e)(10) of the Code and Section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an Eligible Deferred Compensation Plan.

7.5 Permissive Service Credit Transfers: If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account balance transferred to such defined benefit governmental plan as may be permitted by such defined benefit governmental plan. A transfer under this Section 7.5 may be made before the Participant has had a Severance from Employment; provided, however, that such a transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

7.6 In-Plan Roth Conversions: The Board may, but shall not be required to, permit in-plan Roth conversions in accordance with this section 7.6. If the Board permits in-plan Roth conversions, then a Participant, a surviving spouse Beneficiary, or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Section 414(p) of the Code may elect to irrevocably transfer any portion of the Participant's Account (other than the Roth Elective Deferral sub-account) to the Participant's Roth Elective Deferral sub-account, in accordance with Code Section 402A(c)(4) and applicable guidance thereunder. Any such transfer shall be direct, unless the transferred amount is otherwise distributable. The Plan will maintain such records as are necessary for the proper reporting of in-plan Roth conversions. Within the Roth Elective Deferral sub-account, the Plan will separately account for amounts converted pursuant to this Section 7.6 that were distributable at the time of conversion, amounts converted pursuant to this Section 7.6 that were not distributable at the time of conversion, and rollovers from other plans of Roth elective deferrals or Roth in-plan conversion amounts, as well as any gains or losses attributable thereto. Such amounts shall be subject to the rules that apply to Roth Elective Deferrals under Section 3.8, except that the converted amount shall not be considered in determining the maximum Deferral amounts under Article IV. Provided further, to the extent such amounts were distributable at the time of conversion, they shall be subject to the distribution rules that apply to eligible rollover distributions that are paid to the Plan, and to the extent such amounts were not distributable at the time of conversion, they shall continue to be subject to any distribution constraints that applied to the amounts prior to conversion.

Article VIII – Loans

8.1 Loans: A Participant who is an Employee of an Employer that has adopted the Loan Provision for its Employees may apply for and receive a loan from his or her Account Balance as provided in this Section 8. Any such loan may not be for an amount less than \$1,000.

8.2 Maximum Loan Amount: No loan to a Participant hereunder may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Plan (not taking into account any payments made during such one-year period), or
- (b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan).

For purposes of this Section 8.2, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 8.2 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

8.3 Terms of Loan: The terms of the loan shall:

- (a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on an bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of Section 414(u) of the Code or for the duration of a leave which is due to qualified military service;
- (b) require that the loan be repaid within five years; and
- (c) provide for interest at a rate equal to one percentage point above the prime rate as published in the Wall Street Journal on the first business day of the month in which the loan is approved by the Plan.

8.4 Security for Loan; Default:

- (a) Security. Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's interest in the Plan invested in such loan.
- (b) Default. In the event that a Participant fails to make a loan payment under this Section 8 within the last day of the quarter following the quarter when the payment is due, a default on the loan shall occur. The rules that apply in the event of such a default shall be governed by separate loan procedures to be adopted by the Board.

8.5 Repayment: The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Repayments of a loan shall be made by payroll deduction of equal amounts (comprised of both principal and interest) from each paycheck, with the first such deduction to be made as soon as practicable after the loan funds are

disbursed; provided however, that a Participant may prepay the entire outstanding balance of his loan at any time (but may not make a partial prepayment); and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or the Participant's paycheck is insufficient for any other reason, the Participant shall either repay the loan in full in accordance with procedures established by the Board, or to the extent permitted by the Board, pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which the amount would have been deducted. If a Participant with an outstanding loan balance has a Severance from Employment, the Participant may repay the loan in full in accordance with procedures established by the Board or continue to make repayments on the loan according to the loan's amortization schedule by paying such amounts directly to the Plan by the last business day of the calendar month for which the payment is attributable.

Article IX - Participant Rights

9.1 Participants' Interest in the Fund: The Fund shall constitute a trust held for the exclusive benefit of Participants and Beneficiaries under the Plan. The Board is the Trustee of the Fund. No part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries, and no Employer or creditor of an Employer shall have any interest in or claim against any part of the assets of the Fund.

9.2 Benefits Based on Account Balances: The benefits payable to each Participant (and his or her Beneficiary) shall be measured by and limited to the amounts properly credited to the Participant's Account. A Participant shall have no claim under the Plan for any loss or diminution of his or her Account balance that is attributable to any loss in the value of the investment portfolios of the Fund that correspond with the Investment Options selected by the Participant or in connection with any other investment selected by the Participant through a Self-Managed Account.

9.3 Nonassignability: Except as provided in Section 9.4, the rights of a Participant or Beneficiary under this Plan may not be sold, assigned, pledged, committed, transferred, or otherwise conveyed, and any attempt to assign or transfer rights or benefits under this Plan shall not be recognized. Except as otherwise required by law, the rights of a Participant or Beneficiary under this Plan shall not be subject to attachment, garnishment, or execution, or to transfer by operation of law in the event of bankruptcy or insolvency of the Participant or Beneficiary or otherwise.

9.4 Transfers under Domestic Relations Orders: To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, or child of the Participant. Where necessary to carry out the terms of such an order, a separate account shall be established with respect to the spouse, former spouse, or child who shall be entitled to choose Investment Options in the same manner as the Participant. Any amount so set aside for a spouse, former spouse, or child shall be paid out in a lump sum, unless the judgment, decree, or order directs a different form of payment. The Board also may adopt administrative procedures to permit payment to be made without regard to whether

the Participant is eligible for a distribution under the Plan. Nothing in this Section 9.4 shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457 of the Code.

9.5 Release from Liability to Participant: A Participant's right to receive benefits under the Plan shall be reduced to the extent that any portion of a Participant's Account has been paid or set aside for payment to a spouse, former spouse, or child pursuant to Section 9.4 or to the extent that the Employer or the Plan is otherwise subject to a binding judgment, decree, or order for the attachment, garnishment, or execution of any portion of the Participant's Account or of any distributions therefrom. The Participant shall be deemed to have released the Employer and the Plan from any claim with respect to such amounts in any case in which (i) the Employer, the Plan, or any Plan representative has been served with legal process or otherwise joined in a proceeding relating to such amounts, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending for service of process or by mail from the Employer or a Plan representative to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer and the Plan from the obligation to comply with the judgment, decree, or order.

9.6 Participation in Legal Proceedings: Neither the Employer nor any Plan representative shall be obligated to incur any cost to defend against or set aside any judgment, decree, or order relating to the division, attachment, garnishment, or execution of the Participant's Account or of any distribution therefrom. Notwithstanding the foregoing, if the Employer, the Plan, or a Plan representative is joined in any such proceeding, a Plan representative shall take such steps as it deems necessary and appropriate to protect the terms of the Plan.

Article X - Terms of Fund Investments

10.1 Use of Fund: Except as otherwise provided herein, the Fund shall serve as the exclusive investment vehicle for amounts held under this Plan. By executing an Adoption Agreement, each participating Employer shall agree to accept the terms and conditions of Fund investments set forth herein and to invest all Deferrals and Transfers with respect to its Employees in the Fund. Except as otherwise authorized by the Board, Fund investments shall be restricted to participating Employers that have adopted this Plan.

10.2 Administration of Fund: As provided in section 21677 of the Government Code, the Board has the exclusive control of the administration and investment of the Fund. As provided in section 21676 of the Government Code, the Board may retain a bank or trust company to serve as a custodian for safekeeping, recordkeeping, delivery, securities valuation, investment performance reporting, or other services in connection with the investment of the Fund. In addition, the Board may retain one or more investment managers or investment advisors to manage or participate in the management of the investment portfolios of the Fund. All expenses and fees incurred in the administration of the Fund shall be treated as Plan expenses under Section 11.4.

10.3 Investment Options: The Board shall establish such Investment Options as it deems necessary to provide Participants with a diversified range of alternatives, including but not limited to Investment Options of the type described in section 21673 of the Government Code. The Board may designate a “default” Investment Option under the Plan in accordance with the procedures and investment policy established by the Board. Each Investment Option shall be based upon the investment performance of one or a combination of separate investment portfolios maintained under the Fund. The Board shall specify the investment objectives and characteristics of each Investment Option and the corresponding investment portfolio or portfolios and shall provide Employers and eligible Employees with a written description of each available Investment Option. The Board, in its sole discretion, may add, eliminate, or consolidate Investment Options and corresponding investment portfolios from time to time. In the event that an Investment Option is eliminated, the Board shall provide prior notice of such elimination, and if the Participants whose Accounts were wholly or partially allocated to that Investment Option do not make a re-allocation, the Board shall re-allocate such amounts to the available Investment Option or Investment Options that the Board in its sole discretion deems most comparable to the eliminated Investment Option.

10.4 Fund Investments: Subject to the limitations of applicable law and such further limitations as the Board may establish, each investment portfolio of the Fund may hold any form of investment that is consistent with its investment objectives. Without limiting the generality of the foregoing, the investment portfolios may hold equity or debt securities (other than securities issued by any Employer), fixed or variable annuity contracts (including deposit administration contracts) issued by life insurance companies, certificates of deposit or fixed rate investment contracts issued by a bank or similar institution, and such short-term instruments or deposits as the Board deems necessary to satisfy the liquidity needs of the Fund. In addition, each investment portfolio may hold shares, units, or participating interests in regulated investment companies, common or collective trust funds maintained by banks or similar institutions, investment partnerships, or other pooled investment funds or trusts that may issue participating interests to Eligible Deferred Compensation Plans. Notwithstanding the foregoing, the Board, in its sole discretion, may also permit Participants to invest in a Self-Managed Account. Amounts invested by a Participant in a Self-Managed Account will be retained within the Plan and a Participant may be required to sell or exchange such investments and/or transfer amounts invested through a Self-Managed Account into one or more Investment Options made available under the Fund before taking a distribution from the Plan. Unlike the Investment Options made available under the Fund, the investments available under the Self-Managed Account are not selected, reviewed, or monitored by the Board. The Board may eliminate the availability of Self-Managed Accounts at any time.

10.5 Valuation and Accounting: Each investment portfolio of the Fund shall be valued at least monthly, and the value of each Participant's Account shall be determined by reference to the portion of the Participant's Account allocable to each investment portfolio. The valuation of each investment portfolio shall reflect income received and accrued, realized and unrealized gains and losses, and allocable Fund expenses. The value of each Participant's interest in an investment portfolio may be measured in units, shares, or dollars. In addition, the Board shall maintain records showing the value of the Fund investments allocable to all Participants (and deceased Participants)

whose entitlement to benefits under the Plan is attributable to employment with each participating Employer.

10.6 Redemption Restrictions: No Employer shall have any right to redeem, revoke, sell, or otherwise liquidate any contribution to or investment in the Fund, except as may be necessary to:

- (a) effectuate a Participant's election to transfer all or a portion of his or her Account balance to another Eligible Deferred Compensation Plan pursuant to Section 7.3(a);
- (b) effectuate a transfer of Participant Account balances to another Eligible Deferred Compensation Plan as part of an Employer's withdrawal from this Plan pursuant to Section 7.3(b); or
- (c) correct an investment in the Fund made by reason of a mistake of fact.

Nothing in paragraphs (a) through (c), above, shall give any Employer the right to redeem, revoke, sell, or otherwise liquidate any Fund investment, unless the Board or its designee has been provided with adequate evidence of the Employer's right to do so.

Article XI - Administration of Plan

11.1 Duties of Board: Except as provided in Section 11.3, the administration of the Plan shall be under the exclusive control of the Board. The decisions of the Board shall be final, binding, and conclusive on all interested persons for all purposes. No member of the Board shall be entitled to act on or decide any matters relating solely to himself or herself or any of his or her rights or benefits under the Plan. To the maximum extent permitted by law, each member of the Board shall be held harmless for all acts performed in good faith in connection with the Plan.

11.2 Delegation of Authority: The Board may delegate to any individual member of the Board, any employee or employees of CalPERS, or any independent contractor the authority to act as the Board's agent with respect to any matter within the control of the Board, provided that any such delegation of authority shall be subject to revocation by the Board. Any act that the Board is required or authorized to perform under the terms of this Plan, including any communication to be made or received by the Board and the adoption of any supplementary guidelines or procedures, may be performed by an agent of the Board, provided such person is acting within the scope of that person's delegation of authority from the Board. To the maximum extent permitted by law, each employee of CalPERS shall be held harmless for any act performed in good faith in connection with the Plan.

11.3 Duties of Employer: In accordance with procedures established by the Board, the Employer shall be responsible:

- (a) to assure that participation in the Plan is limited to Employees of the Employer and to make the Plan available to all eligible Employees;

- (b) to assure that Deferrals are properly deducted from the salaries and wages of participating Employees and remitted on a timely basis and as soon as reasonably practicable to the Fund, in no event longer than is reasonable for the proper administration of Participant accounts, and to report the amount of such Deferrals on Employee's wage statements in the manner required under applicable law;
- (c) to assure that Deferrals, taking account of amounts deferred under any other Eligible Deferred Compensation Plan maintained by the Employer, do not exceed the limitations described in Article 4;
- (d) to approve distribution elections and applications, except as otherwise provided herein, in accordance with the requirements of Article 6;
- (e) to assure that an Employee's Severance from Employment described in Section 1.23 is reported to CalPERS timely and in the manner prescribed by the Board.
- (f) to provide the Board with such information and in such form as the Board deems necessary for the proper administration of the Plan; and
- (g) to carry out such other responsibilities as the Employer and the Board may agree.

11.4 Plan Expenses: The expenses of administering the Plan and Fund, including (i) expenses incurred by the Board in the administration of the Plan and Fund, (ii) fees and expenses approved by the Board for investment advisory, custodial, recordkeeping, and other plan administration and communication services, and (iii) any other expenses or charges allocable to the Plan or the Fund that have been approved by the Board shall be charged to the Fund or, as appropriate, to a particular Investment Option or Investment Options under the Fund and shall be reflected in Participants' Account balances as provided in Section 5.2. Brokerage fees, transfer taxes, and any other costs incident to the purchase or sale by the Fund of securities or other investments shall be deemed to be part of the cost of such securities or investments or deducted in computing the sales proceeds therefrom and shall be accounted for accordingly. Notwithstanding the foregoing, the Board reserves the right, as provided in section 21675 of the Government Code, to enter into arrangements with Employers under which specified administration costs are borne by such Employers or charged against additional Deferrals under Section 3.7 at the time invested in the Fund.

11.5 Communications from Participants: All enrollments, elections, designations, applications and other communications by or from an Employee, Participant, Beneficiary, or legal representative of any such person regarding that person's rights under the Plan shall be made in the form and manner established by the Board and shall be deemed to have been made and delivered only upon actual receipt by the person designated by the Board to receive such communication. Neither the Board nor the Employer shall be required to give effect to any such communication that is not made on the prescribed form and in the prescribed manner and that does not contain all

information called for on the prescribed form. The Employer shall promptly furnish the Board or its designee a copy of any such communication that is delivered or transmitted to the Employer.

11.6 Communications to Employers: All notices, statements, reports, and other communications from the Board to any Employer shall be deemed to have been duly given when delivered to, including electronic delivery, or when mailed by first class mail, to the official of the Employer who has been designated by the Employer in connection with its Adoption Agreement (or as a modification of the information provided in connection with its Adoption Agreement) to receive such communications.

11.7 Communications to Participants: All notices, statements, reports, and other communications from the Board or an Employer to any Employee, Participant, Beneficiary, or legal representative of any such person shall be deemed to have been duly given when delivered to, including electronic delivery, or when mailed by first class mail, to such person at his or her last mailing address appearing on the Plan records.

11.8 Time Periods: As necessary or desirable to facilitate the proper administration of the Plan and consistent with the requirements of section 457 of the Code, the Board may further restrict the time periods during which a Participant or Beneficiary is required to make any election under the Plan, including the making or amending of a Deferral Agreement, the making or amending of Investment Option selections, the election of distribution commencement dates or distribution forms.

Article XII - General Provisions

12.1 Amendment: Subject to the requirements of the Government Code, the Board reserves the right at any time to amend or modify the Plan without the consent of any Employer, Participant, or Beneficiary. The Board shall give notice of any such amendment or modification to participating Employers. Except as may be required to maintain the status of the Plan as an Eligible Deferred Compensation Plan under section 457 of the Code or to comply with other applicable law, no amendment or modification shall impair any individual's right to benefits under the Plan or expand any Employer's obligation to provide benefits with respect to amounts previously credited to Participants' Accounts.

12.2 Effect on Employment: Nothing contained herein shall give any Employee the right to be retained in the employment of an Employer or affect the right of an Employer to terminate any Employee's employment.

12.3 Binding Contract: The terms of this Plan, as duly amended from time to time, shall constitute a contract between each Participant and the Employer and shall be binding, as applicable, upon their heirs, administrators, trustees, successors, assigns, and Beneficiaries.

12.4 Supplementary Information and Procedures: Any explanatory brochures, pamphlets, or notices distributed by the Board to Employees, Participants, Beneficiaries, or Employers shall be distributed for information purposes and shall not override any provision of this Plan or give any person any claim or right not provided for under this Plan. Notwithstanding the foregoing, to the extent that the terms of this Plan document authorize the Board to adopt supplementary guidelines or procedures, any publication announcing such guidelines or procedures may be relied upon by the persons to whom it is distributed, unless and until modified by a subsequent publication. Any procedural requirement described in any such publication shall be binding upon the Employee, Participant, Beneficiary, or Employer, as applicable, to the same extent as if such requirement were set forth in this Plan document.

12.5 Incompetence of Payee: If an Employer or the Board shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, any payment due him or her, or his or her estate, may be paid to his or her spouse, a child, a relative, or any other person having maintaining or having custody of such person, unless a prior claim therefor has been made by a duly appointed legal representative. Any such payment shall be a complete discharge of all liability under the Plan thereof.

12.6 Inability to Locate Beneficiary: Each Participant and each Beneficiary designated by the Participant (to the extent the Participant is deceased) shall be responsible for filing with the Board the Participant's or Beneficiary's (as applicable) current mailing address and other contact information that may be requested by the Board. Any communication, statement or notice addressed to a Participant or Beneficiary at the mailing address on file with the Board shall be binding on the Participant and each Beneficiary for all purposes of the Plan. If the Board notifies a Participant or Beneficiary at such mailing address that the Participant or Beneficiary is entitled to payment, and the Participant or Beneficiary fails to claim the his or her benefits or is not able to be located after reasonable diligence within three (3) years after such notification, the Participant's or Beneficiary's benefits shall escheat to the state of California, to the extent permitted by applicable law.

12.7 Applicable Law: This Plan shall be construed under the laws of the State of California and in conformity with the requirements of section 457 of the Code and all regulations thereunder applicable to Eligible Deferred Compensation Plans.

ITEM: ADOPT LATHROP POLICE DEPARTMENT POSITIONS

RECOMMENDATION: Adopt a Resolution Approving the Creation of Police Department Positions, Job Descriptions, Sworn Compensation Plan, and Amend the Grade Step Table and Position Control Roster

SUMMARY:

At the May 10, 2021 Council Meeting, the City Council approved the creation of the Police Chief position and recruitment began. Since the approval, the Police Chief Job Description has been modified to align with the proposed new job descriptions of the remaining positions. On July 2, 2021, the first round of Police Chief applications were reviewed and the first round of interviews have been scheduled.

To prepare to recruit and appoint personnel to staff the Lathrop Police Department, positions for the Police Department must be placed in the City's classification and compensation system.

To determine appropriate placement in the City's compensation system, consideration has been given to several factors:

- 1) The ability to pay is the most important factor to maintain a sustainable work force.
- 2) Consideration of external data, which is the marketplace for the position.
- 3) Evaluation of internal factors, where this position fits into the organization and existing pay system.

Based on the three factors described above, and the importance of the positions being competitive in the market to recruit highly qualified and experienced candidates, the recommendation is to establish the following positions and place them on the City's Grade Step Table and Position Control Roster:

**CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
ADOPT POLICE DEPARTMENT POSITIONS**

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Position	Dept	Grade	Annual Salary Range	FTE	Estimated Start Date
Police Commander	PD	82	\$140,358 – \$170,607	2.0	October 2021
Police Sergeant	PD	72	\$109,658 - \$133,289	6.0	January 2022
Police Officer	PD	65	\$92,248 - \$112,128	24.0	April 2022
Police Officer Trainee (non-sworn)	PD	46	\$57,699 - \$70,134	0.0	
*Police Records Supervisor	PD	53	\$68,598 - \$83,382	1.0	March 2022
*Police Records Assist I/II	PD	43/46	\$53,581 - \$65,128	2.0	April 2022
			\$57,699 - \$70,134		
*HR Analyst I/II	HR	52/56	\$66,914 - \$81,334	1.0	January 2022
			\$73,861 - \$89,778		
*Accountant I/II (Special Payroll Public Safety)	Fin	52/56	\$66,914 - \$81,334	1.0	April 2022
			\$73,861 - \$89,778		
*Com Service Officer I/II/III	PD	52/55/59	\$66,914 - \$81,334	2.0	April 2022
			\$72,072 - \$87,604		
			\$79,539 - \$96,680		
*Crime & Intel Analyst	PD	51	\$65,291 - \$79,362	1.0	April 2022
*IT Engineer I/II/III	IT	60/67/71	\$81,536 - \$99,108	1.0	August 2021
			\$96,907 - \$117,791	1.0	July 2022
			\$106,974 - \$130,028		
Total FTE				42	

***Add to position Control Roster 10.0 FTE**

****Does not include positions previously funded in 21/22 budget, including: Police Chief, HR Director, Police Services Manager and Sr. Admin Assistant.**

Positions above that do not perform sworn police duties provide support to police department operations in a variety of capacities. Police Records staff create, organize and file records produced in the daily operation of the Police Department, including administrative hearing packets, warrants, criminal complaints and booking documents. Human Resources functions of recruitment and selection, risk management and workers compensation, training, labor relations and benefits administration will all see increases in activity and complexity from the addition of over 40 full-time positions. A Human Resources Director will be recruited to provide strategic and technical expertise, along with a new position of Human Resources Analyst to provide overall HR support to the Police Department and the City. An additional Accountant is proposed in support of payroll functions that similarly will become more complex and expand in scope with the addition of the Police Department. Community Service Officer positions assist with field and office work that allows sworn officers to focus on core work responsibilities. The Crime and Intelligence Analyst prepares mandated reports required from various governmental agencies and develops statistics used for crime solving and prevention. Lastly, two Information Technology positions are needed to outfit and maintain police equipment including: vehicles with computers, body cameras, radio communication devices and computers, printers and other devices included in the new Lathrop Police Department.

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Hiring sworn officers is very competitive process. The recruiting team has reviewed common compensation packages used in comparable agencies. The compensation factors collected were used to prepare a Sworn Compensation Plan (Attachment J) for the new Lathrop Police Department. This Plan provides compensation elements that may be offered to newly hired sworn officers following the recruitment process.

Some of these benefits are incentives to bring in experienced officers from other agencies, including an annual City contribution to deferred compensation, a one-time signing bonus, credit for service time to assign vacation accrual and an initial sick leave and vacation bank of 40 hours each upon hire. Other benefits, consistent with compensation practices in police agencies throughout the State, include special assignment pay in recognition of additional training and performance requirements, uniform allowance and compensation for education and Peace Officer Standards and Training (POST) training. Lastly, other benefits are consistent with existing City compensation, including Management Leave. The proposed incentives include the following:

	Officers	Sergeants	Commanders	Chief	Notes
Deferred Comp	\$3,000	\$3,000	\$4,000	\$5,000	Annual
Intermediate Post	2.5%				
Advanced Post	2.5%	2.5%			
Supervisory Post		2.5%	2.5%		
Management Post			2.5%		
AA/BA+	2.5%/5%	2.5%/5%	2.5%/5%		Max of 5%
Uniform Allow	\$1,200	\$1,200	\$1,200	\$1,200	Annual
Signing Bonus	\$5,000	\$5,000	\$5,000	\$5,000	1 time
Management Leave			100 hrs	120 hrs	Annual
Vacation Bank	40 hrs	40 hrs	40 hrs	40 hrs	1 time
Sick Leave Bank	40 hrs	40 hrs	40 hrs	40 hrs	1 time

Tonight, staff is requesting Council approve the following:

1. Amend the Police Chief Job Description with minor adjustments (Attachment B)
2. Create Position and Job Description:
 - a. Police Commander (Grade 81) (Attachment C)
 - b. Police Sergeant (Grade 72) (Attachment D)
 - c. Police Officer (Grade 65) (Attachment E)
 - d. Police Officer Trainee (non-sworn) (Grade 46) (Attachment F)
 - e. Police Records Supervisor (Grade 53) (Attachment G)
 - f. Police Records Assistant I/II (Grade 43/46) (Attachment H)
 - g. HR Analyst I/II (Grade 52/56) (Attachment I)
3. Approve Sworn Compensation Plan (Attachment J)
4. Amend the Grade Step Table (Attachment K)
5. Amend Position Control Roster (Attachment L)

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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.

At the May 10, 2021 Council Meeting, the City Council approved the creation of the Police Chief position and recruitment began. On July 2, 2021, the first round of applications were reviewed and the first round of interviews have been scheduled.

Staff has created positions and developed written job descriptions for the remaining sworn and non-sworn staff in the new Department. These documents are a statement of each classification, general duties and responsibilities, describes minimum qualifications and basic working conditions. Job descriptions are intended to illustrate the level and authority of a position within an organization. These documents do not list every task and responsibility, but provide a summary of the types and complexity of work. Job descriptions are important for many purposes including recruitment, training, performance management and properly allocating positions into the compensation system.

To determine appropriate placement in the City's compensation system, consideration is given to several factors:

- 1) The ability to pay is the most important factor to maintain a sustainable work force.
- 2) Consideration of external data, which is the marketplace for the position.
- 3) It is also important to look at internal factors as well, where this position fits into the organization and existing pay system.

Ability to Pay

The City has conducted extensive short- and long-term financial planning and is one of the most financially stable cities in the State according to the State Auditor's current ranking. After years of financial analysis, projections and planning, the City is now able to initiate an increase in City services provided to the community by forming its own Police Department.

External Factor – Market Research

It is a common public sector human resources practice to identify comparable agencies based on characteristics including geographic proximity, potential for providing candidates, similar size and complexity.

Recently market data has been gathered from 10 comparable agencies, including the Cities of Brentwood, Galt, Livermore, Lodi, Manteca, Merced, Oakley, Pleasanton, Tracy and Turlock. Four of these are aligned closer to the Bay Area, and six are in the greater Valley area. There is no City exactly like Lathrop, but these agencies will likely be good sources for recruitment. All of these cities have a police department; including the City of Oakley, which transitioned from Contra Costa County Sheriff Department to their own Police Department approximately 5 years ago.

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Typically, the median salary point from comparable cities serves as a benchmark for measurement, and minimizes the impact of any outlying data points. The median is the center point of the data, with half of the data entries above and half below the median value.

Internal Factor – City of Lathrop Existing Personnel System

The Police Department will be the largest Department in the City; only the City Manager will have a larger span of control than the Police Chief. Other factors considered include the complexity and impact of each position on delivery of services to the community. Police personnel are responsible for the most critical life and safety protections to residents and the public.

Based on the three factors described above, the recommendation is to establish the following new positions and place them on the Grade Step Table and Position Control Roster:

Position	Dept	Grade	Annual Salary Range	FTE	Estimated Start Date
Police Commander	PD	82	\$140,358 – \$170,607	2.0	October 2021
Police Sergeant	PD	72	\$109,658 - \$133,289	6.0	January 2022
Police Officer	PD	65	\$92,248 - \$112,128	24.0	April 2022
Police Officer Trainee (non-sworn)	PD	46	\$57,699 - \$70,134	0.0	
*Police Records Supervisor	PD	53	\$68,598 - \$83,382	1.0	March 2022
*Police Records Assist I/II	PD	43/46	\$53,581 - \$65,128 \$57,699 - \$70,134	2.0	April 2022
*HR Analyst I/II	HR	52/56	\$66,914 – \$81,334 \$73,861 - \$89,778	1.0	January 2022
*Accountant I/II (Special Payroll Public Safety)	Fin	52/56	\$66,914 – \$81,334 \$73,861 - \$89,778	1.0	April 2022
*Com Service Officer I/II/III	PD	52/55/59	\$66,914 - \$81,334 \$72,072 – \$87,604 \$79,539 – \$96,680	2.0	April 2022
*Crime & Intel Analyst	PD	51	\$65,291 - \$79,362	1.0	April 2022
*IT Engineer I/II/III	IT	60/67/71	\$81,536 – \$99,108 \$96,907 – \$117,791 \$106,974 - \$130,028	1.0 1.0	August 2021 July 2022
Total FTE				42	

***Add to position Control Roster 10.0 FTE**

****Does not include positions previously funded in 21/22 budget, including: Police Chief, HR Director, Police Services Manager and Sr. Admin Assistant.**

Non-Sworn Positions

Positions above that do not perform sworn police duties provide support to police department operations in a variety of capacities. Police Records staff create, organize and file records produced in the daily operation of the Police Department, including administrative hearing packets, warrants, criminal complaints and booking documents. Human Resources functions of recruitment and selection, risk management and workers compensation, training, labor relations and benefits administration will all see increases in activity and complexity from the addition of over 40 full-time positions. A Human Resources Director will be recruited to provide strategic and technical expertise, along with a new position of Human Resources Analyst to provide overall HR support to the Police Department and the City. An additional Accountant is proposed in support of payroll functions that similarly will become more complex and expand in scope. Community Service Officer positions assist with field and office work that allows sworn officers to focus on core work responsibilities. The Crime and Intelligence Analyst prepares mandated reports required from various governmental agencies and develops statistics used for crime solving and prevention. Lastly, two Information Technology positions are needed to outfit and maintain police equipment including: vehicles with computers, body cameras, radio communication devices and computers, printers and other devices included in the new Lathrop Police Department.

Sworn Officer Positions

The City intends to fill the Lathrop Police Department Officer positions with experienced lateral officers. However, if needed, the City may choose to send a candidate through the police academy or hire a current police academy student. In both of those cases the employment would be non-sworn as a Police Officer Trainee. Once graduated and sworn in, then the employee would move into a Police Officer position. These classifications provide options to the City in staffing the Lathrop Police Department.

Sworn Officer Compensation

Hiring sworn officers is very competitive process. The recruiting team has reviewed common compensation packages used in comparable agencies. The compensation factors collected were used to prepare a Sworn Compensation Plan (Attachment J) for the new Lathrop Police Department. This Plan provides compensation elements that may be offered to newly hired sworn officers following the recruitment process.

Some of these benefits are incentives to bring over experienced officers from other agencies, including an annual City contribution to deferred compensation, a one-time signing bonus, credit for service time to assign vacation accrual and an initial sick leave and vacation bank of 40 hours each upon hire. Other benefits, consistent with compensation practices in police agencies throughout the State, include special assignment pay in recognition of additional training and performance requirements, uniform allowance and compensation for education and Peace Officer Standards and

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Training (POST) training. Lastly, other benefits are consistent with existing City compensation, including Management Leave.

Staff and our consultants recommend these compensation factors to be able to make competitive employment offers to fill sworn Lathrop Police Department positions.

REASON FOR RECOMMENDATION:

The City is working with CPSHR Consulting to prepare a recruitment plan for all vacant Police Department positions. Once that is finalized, it will be posted on the City's website. Adopting the classifications and corresponding compensation now will enable the recruiters to prepare for the upcoming recruitments.

FISCAL IMPACT:

External and internal compensation factors have been reviewed, and the recommendation is to establish the following positions and salary ranges:

Position	Grade	Salary Range
Police Commander	82	\$140,358 - \$170,607
Police Sergeant	72	\$109,658 - \$133,289
Police Officer	65	\$92,248 - \$112,128
Police Officer Trainee	43	\$57,699 - \$70,134
Police Records Supervisor	53	\$68,598 - \$83,382
Police Records Assistant I/II	43/46	\$53,581 - \$65,128 \$57,699 - \$70,134
HR Analyst I/II	52/56	\$66,914 - \$81,334 \$73,861 - \$89,778

***All other positions are existing positions, have current Job Descriptions and are on the Grade Step Table.**

It is important for the positions to be competitive in the market to recruit highly qualified and experienced candidates to lead the opening of the new Lathrop Police Department. The annual cost of the positions was anticipated and is included in the City's budget.

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ATTACHMENTS:

- A. A Resolution Approving the Creation of Police Department Positions, Job Descriptions, Sworn Compensation Plan, and Amend the Grade Step Table and Position Control Roster
- B. Amended Police Chief Job Description
- C. Police Commander Job Description
- D. Police Sergeant Job Description
- E. Police Officer Job Description
- F. Police Officer Trainee Job Description
- G. Police Records Supervisor Job Description
- H. Police Records Assistant I/II Job Description
- I. Human Resources Analyst I/II
- J. Sworn Compensation Plan
- K. Grade Step Table 7/1/2021
- L. Position Control Roster

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APPROVALS:



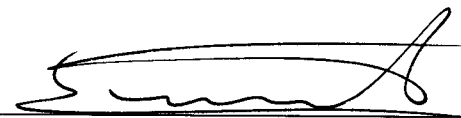
Cari James
Director of Finance &
Administrative Services

7/7/2021
Date



Teresa Vargas
Director of General Services &
City Clerk

7/8/2021
Date



Salvador Navarrete
City Attorney

7-7-2021
Date



Stephen J Salvatore
City Manager

7-8-21
Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE CREATION OF POLICE DEPARTMENT POSITIONS, JOB
DESCRIPTIONS, SWORN COMPENSATION PLAN, AND AMEND THE GRADE
STEP TABLE AND POSITION CONTROL ROSTER**

WHEREAS, at the May 10, 2021, City Council Meeting, the City Council approved the creation of the Police Chief position and recruitment began; and

WHEREAS, since the approval, the Police Chief job description has been modified to align with the proposed new job descriptions of the remaining positions; and

WHEREAS, to prepare to recruit and appoint personnel to staff the Lathrop Police Department, positions for the Police Department must be placed in the City's classification and compensation system; and

WHEREAS, to determine appropriate placement in the City's compensation system, consideration is given to several factors:

- 1) The ability to pay is the most important factor to maintain a sustainable work force.
- 2) Consideration of external data, which is the marketplace for the position.
- 3) It is also important to look at internal factors as well, where this position fits into the organization and existing pay system; and

WHEREAS, based on the three factors described above, and the importance of the positions being competitive in the market to recruit highly qualified and experienced candidates, the recommendation is to establish the following positions and place them on the City's Grade Step Table and Position Control Roster:

Position	Dept	Grade	Annual Salary Range	FTE	Estimated Start Date
Police Commander	PD	82	\$140,358 – \$170,607	2.0	October 2021
Police Sergeant	PD	72	\$109,658 - \$133,289	6.0	January 2022
Police Officer	PD	65	\$92,248 - \$112,128	24.0	April 2022
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*Police Records Supervisor	PD	53	\$68,598 - \$83,382	1.0	March 2022
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			\$57,699 - \$70,134		
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			\$73,861 - \$89,778		
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			\$73,861 - \$89,778		
*Com Service Officer I/II/III	PD	52/55/59	\$66,914 - \$81,334	2.0	April 2022
			\$72,072 - \$87,604		
			\$79,539 - \$96,680		
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*IT Engineer I/II/III	IT	60/67/71	\$81,536 - \$99,108	1.0	August 2021
			\$96,907 - \$117,791	1.0	July 2022
			\$106,974 - \$130,028		
Total FTE				42	

***Add to position Control Roster 10.0 FTE**

****Does not include positions previously funded in 21/22 budget, including: Police Chief, HR Director, Police Services Manager and Sr. Admin Assistant.**

WHEREAS, the recruiting team has reviewed common compensation packages used in comparable agencies. The compensation factors collected were used to prepare a Sworn Compensation Plan (Attachment J of the staff report) for the new Lathrop Police Department; and

WHEREAS, some of these benefits are incentives to bring in experienced officers from other agencies, including an annual City contribution to deferred compensation, a one-time signing bonus, credit for service time to assign vacation accrual and an initial sick leave and vacation bank of 40 hours each upon hire. Other benefits, consistent with compensation practices in police agencies throughout the State, include special assignment pay in recognition of additional training and performance requirements, uniform allowance and compensation for education and Peace Officer Standards and Training (POST) training; and

WHEREAS, the proposed incentives include the following:

	Officers	Sergeants	Commanders	Chief	Notes
Deferred Comp	\$3,000	\$3,000	\$4,000	\$5,000	Annual
Intermediate Post	2.5%				
Advanced Post	2.5%	2.5%			
Supervisory Post		2.5%	2.5%		
Management Post			2.5%		
AA/BA+	2.5%/5%	2.5%/5%	2.5%/5%		Max of 5%
Uniform Allow	\$1,200	\$1,200	\$1,200	\$1,200	Annual
Signing Bonus	\$5,000	\$5,000	\$5,000	\$5,000	1 time
Management Leave			100 hrs	120 hrs	Annual
Vacation Bank	40 hrs	40 hrs	40 hrs	40 hrs	1 time
Sick Leave Bank	40 hrs	40 hrs	40 hrs	40 hrs	1 time

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

1. Amend the Police Chief Job Description with minor adjustments (Attachment B of the staff report)
2. Create Position and Job Description:
 - a. Police Commander (Grade 81) (Attachment C of the staff report)
 - b. Police Sergeant (Grade 72) (Attachment D of the staff report)
 - c. Police Officer (Grade 65) (Attachment E of the staff report)
 - d. Police Officer Trainee (non-sworn) (Grade 46) (Attachment F of the staff report)
 - e. Police Records Supervisor (Grade 53) (Attachment G of the staff report)
 - f. Police Records Assistant I/II (Grade 43/46) (Attachment H of the staff report)
 - g. HR Analyst I/II (Grade 52/56) (Attachment I of the staff report)
3. Approve Sworn Compensation Plan (Attachment J of the staff report)
4. Amend the Grade Step Table (Attachment K of the staff report)
5. Amend Position Control Roster (Attachment L of the staff report)

The foregoing resolution was passed and adopted this 12th day of July, 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

CITY OF LATHROP

POLICE CHIEF

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction of the City Manager, the Police Chief is responsible with directing, planning, and managing the provisions of quality law enforcement; providing leadership and oversight for all functions and activities of the Police Department, including field operations, criminal investigations, communications, and management services; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs other related work as required.

DISTINGUISHING CHARACTERISTICS:

The **Police Chief** is the Department Director classification that oversees, directs, and participates in all activities of the Police Department, including short- and long-range planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager, or designee. Exercises direct supervision over assigned staff and general direction over assigned staff through subordinate levels of management and supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, directs, and oversees all City police functions, including patrol, law enforcement, investigation, police communications, community and administrative services; assumes full management responsibility for the Police Department programs, services, and activities.

- Develops and directs implementation of goals, objectives, policies, procedures, and work standards for the Police Department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Works closely with the City Manager, the City Council, City departments, a variety of public and private organizations, and citizen groups in developing programs and implementing projects to solve police service problems; prepares, reviews, and presents staff reports, presentations, various management and information updates, and reports on special projects as assigned by the City Manager.
- Directs the preparation and administration of the annual budget for the department; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures and budgetary adjustments as necessary.
- Selects, motivates, and directs Department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations.
- Develops specific proposals for action on current and future City and community needs; contributes to the overall quality of the department's service by continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Develops cooperative working relationships and mutual aid agreements with representatives of other local public safety departments; coordinates activities with other law enforcement and public service agencies, including participation in high profile or complex investigations.
- Monitors legal, regulatory, technological and societal changes and court decisions that may affect the work of the department; approves equipment acquisition, training programs, staff development and procedural changes to ensure retention and selection of qualified staff for the provision of services to the community in an effective, efficient and economical manner.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of police safety and other services as they relate to the area of assignment.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; drafts, prepares and makes interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance and consistency of application.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations.

- Serves as a spokesperson for the Police Department at a variety of community events, meetings, and other public relations activities.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be the equivalent to a Bachelor's Degree in criminal justice, police science, public administration, or a related field and five (5) years of supervisory or management experience in sworn police service including at least three (3) years in an administrative capacity at a level equivalent to a Police Captain/Commander with another public agency.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, prior to date of appointment. Possession of California P.O.S.T. Management Certificate or out-of-state equivalent is required and the ability to obtain a California P.O.S.T. Executive Certificate within three years of appointment. Completion of one of the following: a California P.O.S.T. Command College, a Federal Bureau of Investigation National Academy or equivalent law enforcement executive curriculum is highly desirable. Possession of, or ability to obtain, a valid CPR certification. Possession of, or the ability to obtain, a complete National Incident Management System (NIMS) Training within three years of appointment.

Additional Requirements:

Must currently be employed as a sworn peace officer, in good standing; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Administrative principles, practices and methods, including goals and objectives development, program development and implementation, work planning and organization, delegation, employee supervision assignment review and evaluation, discipline, and the

training of staff in work procedures; principles and practices of law enforcement, investigation, patrol, community services, and related police services; criminal law, codes, ordinances and court interpretations, including rights of citizens, apprehension, arrest, search and seizure, and rules of evidence; principles of budget development and administration. Local government organizations and functions as related to public safety. Principles and practices of leadership. Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area. Principles and practices of community policing. Principles and practices of police safety program development, management in a municipal setting, and police safety and occupational hazards program planning and budgeting. Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility. Methods and techniques for the use of modern computer and business software, development of presentations, contract negotiations, business correspondence, information distribution; research and reporting methods, techniques, and procedures; proper English and grammar. Police record and evidence keeping principles and procedures.

Ability to:

Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner. Provide administrative, management, and professional leadership for the Police Department. Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner. Plan, organize and oversee the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility. Analyze complex technical and administrative police services problems, evaluating alternative solutions, and adopting effective courses of action; effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of public safety programs and administrative activities; ; develop and implement goals, objectives, policies, procedures, work standards and internal controls; establish and maintain cooperative working relationships with a variety of citizens, public and private organizations, boards and commissions, and City staff; exercise sound independent judgment within general policy and administrative guidelines. Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed. Conduct effective negotiations and effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals. Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities. Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments. Prepare clear and concise reports, correspondence, policies, procedures, and other written materials. Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. The incumbent may respond to complex police situations or emergencies and is therefore subject to any of the hazards encountered by police patrol officers. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; Mobile display terminals (MDT), various audio-visual equipment and any other equipment assigned.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Work is generally performed in a typical office environment, with most time spent sitting, standing or walking. Position may require work outdoors and using body, ear and eye protection, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. ~~Incumbent may be required to work rotating shifts and assignments, and may work overtime with little or no notice.~~ Incumbent may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

Working Conditions

Must be ~~willing able to work extended shifts or be called back in~~ at any time, day or night, in emergency situations and respond to personal danger which may include exposure to

armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

CITY OF LATHROP

POLICE COMMANDER

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DEFINITION:

Under general direction, plans, directs, supervises, and coordinates the activities of any assigned major programs and activities of the department; maintains charge of department supervisors; assumes command as assigned; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Police Commander** is the management-level sworn classification and is responsible for the operations of assigned sworn and civilian personnel within the department in the protection of life and property, maintaining order, and enforcement of laws and ordinances. This class is required to manage various divisions, bureaus, and projects; investigate sensitive criminal or administrative matters; and assist the Police Chief in operations and support services functions as directed. This class is distinguished from Police Chief, which has overall management and budgetary responsibility for the Police Department. The Police Commander is distinguished from the next lower class of Police Sergeant in that the latter has lead responsibility over a team of Police Officers or professional staff.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Police Chief. Exercises general supervision directly and through subordinate supervisors over Police Sergeants, Police Officers, professional staff, and other staff as assigned.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Manages and supervises both sworn and professional staff and operational activities of a division, an assigned shift, or a function within a division; participates in the hiring process for subordinate positions and as needed.
- Organizes and assigns personnel among shifts; reviews shift activities and coordinates information gathered and work accomplished by subordinates.
- Supervises Police Sergeants and/or civilian supervisors to assure proper policies and procedures are followed; makes regular inspections of the holding area, building, and vehicles; investigates citizen complaints; appears in court as required.

- Responds to major crimes, accident scenes, and emergencies; supervises investigations, interviews, and interrogations in the field; conducts highly complex and sensitive investigations; solves problems as they arise within the unit or program.
- Participates in the development and implementation of goals, objectives, policies, and priorities.
- Participates in the development and management of the department budget for functional area of responsibility; monitors and approves expenditures as authorized.
- Identifies opportunities for improving service delivery methods and procedures.
- Directs, coordinates, and reviews the work plan for the assigned area of responsibility; assigns work activities and projects; monitors workflow; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Trains, motivates, supervises, and evaluates subordinate personnel; supervises and conducts personnel investigations and makes recommendations regarding discipline, assignment of personnel, and promotions.
- Coordinates assigned police activities with those of other units, divisions, other City departments, and outside agencies and organizations; provides staff assistance to the Police Chief; prepares and presents staff reports and other necessary correspondence.
- Responds to inquiries from the media and general public; conducts meetings with local groups; provides interviews to media personnel upon request.
- Reviews, corrects, and participates in the preparation of police reports and records.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the law enforcement field.
- May serve as Acting Police Chief when designated in the Police Chief's absence.
- May manage special programs or projects as required.
- Performs other related duties as required or assigned by a superior officer.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be the equivalent to a Bachelor's degree from an accredited college or university with major coursework in police science, criminal justice administration, public administration, or a related field; and at least six (6) years of increasingly responsible service as a full-time, sworn peace officer with a public agency, including two (2) years at a supervisory level.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Possession of a valid California P.O.S.T. Advanced Certificate. Possession of California P.O.S.T. Supervisory Certificate is highly desirable. Possession of, or ability to obtain, a valid CPR certification.

Additional Requirements:

Must currently be employed as a sworn peace officer, in good standing; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services, and activities of a comprehensive municipal law enforcement program; law enforcement theory, principles, and practices and their application to a wide variety of services and programs; methods and techniques used in providing the full range of law enforcement and crime prevention services and activities, including investigation and identification, patrol, traffic control, crime prevention, records management, and care and custody of persons and property; principles and practices of community policing; Peace Officer Bill of Rights and its application; modern methods and procedures of criminal identification and records; use of firearms and other modern police equipment; methods and techniques of public relations; principles of customer service; recent court decisions and how they affect department operations; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; office procedures, methods, and equipment including computers; principles of business letter writing and basic report preparation; thorough knowledge of pertinent federal, state, and local laws, ordinances, codes, and regulations.

Ability to:

Supervise, direct, and coordinate the work of assigned staff; select, train, and evaluate assigned staff; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; effectively deploy and review the work of officers and special investigational details; prepare clear and concise administrative reports; prepare and administer budgets; discharge firearms in a safe and effective manner; interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, and regulations; interpret and explain City law enforcement policies and procedures; supervise and conduct sensitive investigations; identify and prepare information for release to the media; analyze emergency situations and adopt quick, reasonable, and effective courses of action; respond to requests and inquiries from the general public; recommend improvements in departmental operations and in the rules, regulations, and policies governing the department; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations.

Working Conditions

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

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CITY OF LATHROP

POLICE SERGEANT

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DEFINITION:

Under direction, coordinates and supervises the activities and operations of a team of police employees, program, or function of the Police Department, to include field patrol, traffic, investigations, training, crime prevention, community relations, administrative services, and related services and activities; coordinates activities with other divisions, units, City departments, outside agencies, and organizations; performs the more difficult and responsible law enforcement and crime prevention supervision and planning; performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Sergeant** is the first line supervisory class in the sworn police class series. Incumbents function as supervisors over an assigned shift and provide leadership for ongoing law enforcement, crime prevention, and investigative and administrative activities. The classification is distinguished from the next higher class of Police Commander in that the latter is a mid-level manager responsible for the performance of multiple teams and complex department management duties.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Police Commander. Provides general supervision to sworn Police Officers and professional staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Directs and coordinates the activities of the assigned watch or unit; prepares work schedules; confers with subordinate staff regarding special assignments, providing instruction or direction as necessary; may participate in law enforcement activities as required; ensures activities are conducted in accordance with laws, ordinances, regulations, and policies.
- When assigned to Patrol, supervises and participates in assigned patrol shift operations; prepares and conducts briefings; assigns patrol beats; approves police reports and arrests; approves employee time sheets; reviews shift incidents and prepare log; participates in shift activities as necessary, including enforcing local and State laws; preparation and implementation of special operations; may issue citations, make arrests, and transport prisoners; testify in court.

- When assigned to Investigations, supervises and personally conducts complete and detailed investigations of a general and specialized nature; coordinates complex investigations, including those involving several officers, units, and divisions; oversees and participates in undercover and surveillance operations; reviews all investigation reports and make recommendations and suggestions to officers.
- When assigned to Support Services, supervises all support services units, including crime analysis, records, code enforcement, animal control, and other support services units that may be created; oversees contract support services.
- Provides liaison to the public, responding to inquiries and resolving complaints regarding subordinate officers or work unit service levels; coordinates law enforcement activities with other agencies; and as designated representative, participates in committee or community activities to contribute to discussions regarding police services.
- Reviews reports prepared by subordinates for accuracy, sufficiency, legality, clarity, and completeness; prepares special and/or summary reports; evaluates case/project progress; makes recommendations on case disposition.
- Supervises and coordinates special programs or projects as assigned including staff training, SWAT, School Resource Officer, Critical Incident Negotiation Team, and other programs and projects.
- Performs research and compiles statistics; gathers information and prepares reports.
- Advises subordinate personnel on job-related and personal matters; evaluates performance and provides assistance in improving skills and abilities, resolving personal conflicts or problematic situations arising out of assignments; creates positive work environment; maintains discipline and initiates corrective action; ensures compliance with safety practices and policies.
- Develops and participates in the conduct of officer training to ensure staff currency in law enforcement knowledge and skills; as assigned, prepares or directs the preparation of training manuals and instructional materials.
- Keeps superiors informed on events affecting area of responsibility, particularly personnel problems, complaints, and other occurrences having an impact on the department or City.
- Attends department staff meetings and training sessions; participates in employee development activities as assigned; keeps abreast of developments that affect law enforcement or information that would assist subordinates in the performance of their duties.
- Issues equipment; ensures vehicles and equipment used by subordinates are maintained in accordance with established procedures and standards.

- Prepares and administers operational budget(s) including purchasing for assigned unit(s) of responsibility.
- Acts as Commander, as directed.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be the equivalent to an Associate degree from an accredited college or university (or 60 semester or 90 quarter college units leading to a bachelor's degree) with major coursework in police science, criminal justice administration, public administration, or a related field; and at least five (5) years of service as a full-time, sworn peace officer with a public agency.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Possession of a valid California P.O.S.T. Basic Certificate or valid California P.O.S.T. Basic Course Waiver at the time of application. Possession of a valid California P.O.S.T. Intermediate Certificate or out-of-state equivalency. A California P.O.S.T. Intermediate Certificate must be obtained within 18 months of appointment if using an out-of-state equivalency to meet minimum qualifications. Possession of a California P.O.S.T. Advanced Certificate or out-of-state equivalency is highly desirable. Possession of, or ability to obtain, a valid CPR certification.

Additional Requirements:

Must currently be employed as a sworn peace officer in good standing; must be at least 21 years of age; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Principles and practices of modern law enforcement including patrol, investigations, and special operations functions; thorough knowledge of laws, regulations, ordinances and policies regarding search, seizure, arrest, evidence, court procedures and other safety and welfare issues, as well as legal rights of citizens and prisoners; vehicle and penal codes; principles and practices of community policing; Peace Officer Bill of Rights

and its application; public relations techniques; interagency communication and assistance techniques and practices; report writing skills; working knowledge of municipal organization and administration; physical layout of the City and adjoining areas; methods and techniques of supervision; verbal/physical control tactics; use and care of firearms and other police equipment; customer service principles and techniques; modern office practices, methods, and computer equipment and applications related to the work; basic first aid and cardiopulmonary resuscitation techniques (CPR); English usage, grammar, spelling, and punctuation.

Ability to:

Communicate clearly and concisely, both orally and in writing; learn, understand, and interpret laws; research and prepare reports on a variety of subjects; establish and maintain effective relationships with the community at large; supervise an assigned unit of the Police Department; schedule, train, supervise, and evaluate employees; gather, assemble, analyze, evaluate, and use facts and evidence; make decisions regarding operations and personnel functions; operate programs within allocated amounts; respond to emergency and problem situations in an effective manner; understand, explain, and apply policies and procedures; analyze unusual situations and resolve them through application of management principles and practices; respond to requests and inquiries from the general public; think and act quickly in emergencies, and judge situations and people accurately; observe and remember names, faces, numbers, incidents, and places; cope with stressful situations firmly, courteously, tactfully, and with respect for the rights of others; process good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations; demonstrate proficiency in the use and care of firearms; make clear and concise radio transmissions; work independently and as part of a team; operate a variety of motor vehicles as well as office equipment, including but not limited to computers and supporting word processing software applications; communicate clearly and concisely; follow instructions, both orally and in writing; meet standards of physical stature, endurance, and agility established by the City; demonstrate an awareness and appreciation of the diversity of the community; establish and maintain effective working relationships with other employees, staff, vendors, and the public.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening

and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations. Incumbents may be required to work rotating shifts and assignments, and may work overtime with little or no notice.

Working Conditions

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

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CITY OF LATHROP

POLICE OFFICER

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DEFINITION:

Under general supervision, performs law enforcement and crime prevention tasks and duties related to the protection of public health, safety, and welfare; patrols an assigned area to ensure the enforcement of all applicable federal, state, and local laws; performs investigative work; and performs additional related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Officer** is an entry/journey-level class in the sworn Police class series in which incumbents are expected to independently perform the full scope of assigned law enforcement duties and responsibilities under general supervision. Incumbents may receive special assignments to Investigations, Traffic, or special taskforces. This classification is distinguished from the next higher class of Police Sergeant in that the latter is the first line supervisory class in the sworn police class series. This class is distinguished from the lower class of Police Trainee in that the latter is the non-sworn entry-level class in the series for the purpose of attending and graduating from the police academy.

SUPERVISION RECEIVED/EXERCISED:

Receives direction and supervision from higher-level sworn personnel. Does not exercise supervision over staff unless assigned as a Field Training Officer.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Enforces State, County, and City ordinances and laws; patrols, either in a vehicle, bike, motorcycle, or on foot, an assigned area to prevent crime and maintain law and order; may conduct both preliminary and follow-up investigations of disturbances, prowlers, burglaries, thefts, holdups, suicides, deaths, and other criminal incidents.
- Prepares and serves warrants and subpoenas; makes arrests for all criminal violations of law; interviews victims, complainants, and witnesses; interrogates suspects; gathers and preserves evidence; testifies and presents evidence in court.
- Receives, searches, books, fingerprints, and transports prisoners.

- Contacts and cooperates with other law enforcement agencies in matters relating to the investigation of crimes and the apprehension of offenders.
- Investigates suspicious vehicles or persons; observes for stolen cars; performs crowd control, parade, or riot work.
- Makes traffic stops and issues warnings, citations, or makes arrests; checks vehicles and observes vehicle occupants; investigates scenes of vehicle accidents by interviewing drivers and witnesses; directs traffic and arranges for cleaning of roadway.
- Administers first aid and responds to calls for medical assistance.
- Prepares and submits written reports and field notes on all cases investigated; participates in staff development; attends briefings and training sessions; performs routine maintenance on assigned patrol vehicles, firearms, and other equipment.
- Establishes and maintains good relationships with the general public and works with the community to identify problems and solutions that may or may not be enforcement related.
- May participate in or be assigned to special programs such as crime prevention, investigations, Narcotics Task Force, SWAT, dog handler, and traffic investigator; also, may make presentations before a variety of public groups, and work as a member of the school resource programs (e.g., DARE team; school resource officer) as a rotating assignment.
- When assigned to Investigations, coordinates and conducts complete and detailed investigations of crimes involving juveniles and adults, crimes against persons and property, and crimes involving vice, gaming, and narcotics violations; performs undercover and surveillance activities; interviews victims, complainants, witnesses, and suspects; collects, preserves, and maintains evidence and property found that is involved with suspected crimes; prepares and executes search warrants; prepares investigative reports and case information.
- When assigned as School Resource Officer, serves as law enforcement officer, law related counselor, and law related instructor for the Drug Abuse Resistance Education program at assigned school; supervises City-wide truancy sweeps; assists with special juvenile enforcement details; supervises security for school functions.
- When assigned as a Field Training Officer, trains new recruits and lateral police officers; documents trainee progress and prepare evaluations; serves as acting field supervisor as assigned.
- Perform other related duties and responsibilities as assigned.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be graduation from high school or equivalent and successful completion of a Peace Officer Standards and Training (P.O.S.T.) certified Police Academy. College level course work and specialized training in law enforcement, criminal justice, or a related field is highly desirable.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Qualify for or possession of a valid California P.O.S.T. Basic Certificate or valid California P.O.S.T Basic Course Waiver upon completion of probation. Possession of, or ability to obtain, a valid CPR certification.

Additional Requirements:

Must be at least 21 years of age; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Operations, services, and standard operating procedures of a modern police department; the principles, methods, materials, equipment, and techniques of peace officers as well as staying abreast of recent developments, current literature, and sources of information on peace officers; vehicle and penal codes, as well as state and local traffic laws; laws governing search and seizure, admissibility and presentation of evidence, laws of arrest, crime scene procedures, and court procedures; principles and practices of community policing; Peace Officer Bill of Rights and its application; verbal/physical control tactics; use and care of firearms and other police equipment; customer service principles and techniques; modern office practices, methods, and computer equipment and applications related to the work; basic first aid and cardiopulmonary resuscitation techniques (CPR); English usage, grammar, spelling, and punctuation.

Ability to:

Learn, understand, and interpret laws; prepare accurate and grammatically correct written reports; respond to requests and inquiries from the general public; think and act quickly in emergencies, and judge situations and people accurately; observe and remember names, faces, numbers, incidents, and places; cope with stressful situations firmly, courteously,

tactfully, and with respect for the rights of others; possess good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations; demonstrate proficiency in the use and care of firearms; make clear and concise radio transmissions; work independently and as part of a team; operate a variety of motor vehicles as well as office equipment, including but not limited to computers and supporting word processing software applications; communicate clearly and concisely; follow instructions, both orally and in writing; meet standards of physical stature, endurance, and agility established by the City; demonstrate an awareness and appreciation of the diversity of the community; establish and maintain effective working relationships with other employees, staff, vendors, and the public.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety

operations. Incumbents may be required to work rotating shifts and assignments, and may work overtime with little or no notice.

Working Conditions

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

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CITY OF LATHROP

POLICE OFFICER TRAINEE (NON-SWORN)

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DEFINITION:

Under direct supervision, actively participates in the P.O.S.T. (Commission on Peace Officer Standards and Training) police academy training program; performs related learning and testing activities; performs a variety of routine to complex field and administrative activities in support of police services and programs for the City's Police Department; provides comprehensive non-sworn staff support to Police Department personnel on a wide variety of law enforcement programs, projects, and services; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Police Officer Trainee (Non-Sworn)** is the non-sworn, trainee-level class in the Police Officer series in which incumbents remain in probationary status and are expected to learn law enforcement techniques and practices as well as City systems, operations, practices, policies, and procedures, and to perform non-sworn police support duties while completing the mandated peace officer academy to obtain Basic P.O.S.T. certification.

Upon successful graduation from the academy, and final review by the Police Chief, incumbents may be appointed to the position of a sworn probationary Police Officer. Employment in the Police Officer Trainee classification is contingent upon maintaining enrollment in a P.O.S.T.-approved academy for which he/she is enrolled. Incumbents who fail to maintain enrollment in a P.O.S.T.-approved academy for any reason will be released from employment without cause and without the right of appeal.

SUPERVISION RECEIVED/EXERCISED:

Receives direct supervision from higher-level sworn personnel. Does not exercise supervision over staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Attends and successfully completes the P.O.S.T. Basic Academy approved by the City of Lathrop.
- Learns and applies knowledge of the City of Lathrop Police Department's organization, rules, and regulations.

- Learns principles and techniques of patrol procedures, community service, crime prevention, and public relations.
- Learns and applies knowledge of enforcement and procedural aspects of criminal law, arrest and control techniques, crowd control, and the enforcement of those laws.
- Learns principles and techniques of proper use and maintenance of firearms.
- Learns vehicle operation, including Vehicle Code.
- Learns basic criminal investigation processes and techniques, including the identification, collection, and preservation of evidence, courtroom testimony, and interviewing witnesses.
- Learns and practices physical fitness and defense techniques programs.
- Perform other related duties and responsibilities as assigned.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be graduation from high school or equivalent and enrollment in a Peace Officer Standards and Training (P.O.S.T.) certified Police Academy. Specialized training or college-level coursework in law enforcement, criminal justice or related field is highly desirable.

License/Certificate:

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Possession of, or ability to obtain, a valid CPR certification.

Additional Requirements:

Ability to satisfy selection standards for peace officers in California as set forth in Government Code Sections 1029 and 1031 and by the City of Lathrop. Government Code 1031 does not preclude the City of Lathrop from adopting additional or higher selection standards, including age.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Basic function, principles, and practices of law enforcement agencies; basic principles of record keeping; techniques for providing a high level of customer service; customer service principles and techniques; modern office practices, methods, and computer equipment and applications related to the work; basic first aid and cardiopulmonary resuscitation techniques (CPR); English usage, grammar, spelling, and punctuation.

Ability to:

Learn, understand, and interpret laws; prepare accurate and grammatically correct written reports; respond to requests and inquiries from the general public; think and act quickly in emergencies, and judge situations and people accurately; observe and remember names, faces, numbers, incidents, and places; cope with stressful situations firmly, courteously, tactfully, and with respect for the rights of others; possess good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations; work independently and as part of a team; operate a variety of motor vehicles as well as office equipment, including but not limited to computers and supporting word processing software applications; communicate clearly and concisely; follow instructions, both orally and in writing; meet standards of physical stature, endurance, and agility established by the City; demonstrate an awareness and appreciation of the diversity of the community; establish and maintain effective working relationships with other employees, staff, vendors, and the public.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as

telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Environmental Conditions

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations. Incumbents may be required to work rotating shifts and assignments, and may work overtime with little or no notice.

Working Conditions

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

CITY OF LATHROP
POLICE RECORDS SUPERVISOR

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DEFINITION:

Under general direction, plans, organizes, assigns, supervises, reviews, and participates in the work of staff providing records management support to the Police Department; compiles and maintains police reports and records; responds to public requests for information; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Police Records Supervisor is the full supervisory-level class in the Police Records series. Incumbent exercises independent judgment on diverse and specialized police records management activities with accountability and ongoing decision-making responsibilities. Incumbent is responsible for planning, organizing, supervising, reviewing, and evaluating the work of staff and for providing technical support to management in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines. This class is distinguished from Police Records Assistant I/II in that the latter does not supervise staff.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from a Police Sergeant or other supervisory or management personnel. Exercises direct supervision over Police Records Assistants.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, organizes, assigns, supervises, reviews, and participates in the work of staff providing records management support to the Police Department; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion; reviews and approves payroll for assigned staff.
- Monitors activities of the assigned work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.

POLICE RECORDS SUPERVISOR

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- Coordinates assigned services and operations with those of other divisions and outside agencies.
- Prepares police arrest reports and supporting documentation for submission to the office of the District Attorney in accordance with legal/court requirements.
- Serves as point of contact for public and representatives of other agencies requesting police records or related services at a public counter or over the telephone; determines the nature of the contact; provides factual information regarding services, policies, and procedures or directs the caller to the proper individual or agency.
- Prepares and processes a variety of reports and records and following established formats, distributes to the proper individual or agency, files reports, and maintains automated or manual logs of departmental actions.
- Processes warrants and subpoenas; confirms information provided; distributes to sworn personnel; maintains status and disposition records; notifies appropriate agencies as required.
- Maintains security of records and ensures that information is released in accordance with laws and established Department policies and processes.
- Responds to requests from department sworn detective staff and conducts research on possible or past criminal activities of persons identified by detectives; provides results of research.
- Maintains scheduling for staff with respect to Duces Tecum/court orders and subpoenas; enters data into the system; notifies staff; communicates with law offices and the District Attorney.
- Utilizes specialized databases and communication systems to enter, modify, and retrieve data for department operations.
- Maintains accurate departmental and law enforcement records and files in all department areas; researches and compiles information from such files.
- Compiles, generates, and submits reports and statistics on assigned functional area to supervisors and management.
- Maintains, orders, and logs supplies needed for the assigned unit.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be equivalent to a high school diploma or GED and four (4) years of increasingly responsible experience in police records management. One (1) year of experience in a lead or supervisory capacity preferred.

License/Certificate:

Possession of a valid California Class C Driver's License.

Additional Requirements:

Must successfully complete a comprehensive background investigation.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Applicable federal, state, and local laws, codes, and procedures relevant to assigned area of responsibility. Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures. Principles and practices of leadership. Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly. Operations and services of law enforcement agencies. Standard operating procedures and legal obligations with respect to the release of data and reports to the public and other agencies. Operational characteristics of databases and communication systems used in law enforcement. Court related processes as they relate to the dissemination of records and reports. Principles and practices of complex record keeping. Research and reporting methods, techniques. Methods and techniques of preparing reports and correspondence. City and mandated safety rules, regulations, and protocols. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff. The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar. Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner. Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards. Perform a variety of technical and administrative tasks within assigned law enforcement program area. Interpret, apply, and explain laws, codes, regulations, and ordinances. Maintain confidentiality of information obtained in the course of performing duties. Conduct research on a diverse range of topics for assigned programs. Perform technical, detailed, and responsible office support work. Compose business correspondence and documentation. Prepare clear and concise reports, correspondence, and other written materials. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines. Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks. Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen and to operate a motor vehicle and visit various City sites; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

Environmental Conditions

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Working Conditions

Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures; employees will wear a uniform. May be required to work night and/or weekend hours and holidays.

Disaster Service Worker

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CITY OF LATHROP

POLICE RECORDS ASSISTANT I/II

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DEFINITION:

Under general supervision, performs specialized and complex clerical work in a centralized police records center; applies complex release of information policies when providing restricted access to law enforcement information; inputs, modifies, and retrieves data in complex state and national law enforcement computer systems; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Police Records Assistant I is the entry-level class in the Police Records series. Initially, under immediate supervision, incumbents perform the more routine and less complex assignments within an established procedural framework. As knowledge and abilities increase, the incumbent may advance to the journey level after gaining experience and demonstrating a level of proficiency that meets the qualifications for the journey level Police Records Assistant II class.

Police Records Assistant II is the journey-level class in the Police Records series. Incumbents are expected to independently perform the full scope of assigned duties. This class is distinguished from the Police Records Supervisor in that the latter is a supervisor class responsible for overseeing the Police Records section of the Police Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Receives, logs, and files a variety of documents, records, forms, and reports by alphabetical, numerical, and subject matter classification.
- Receives and reviews documents, records, forms, and reports for completeness, accuracy, and compliance with established regulations; instructs appropriate personnel regarding how to comply with established regulations; works closely with Watch Commander in assuring completeness of reports.

- Researches and disseminates records information of a sensitive nature upon appropriate request from the public and City staff.
- Purges appropriate records and files, assuring destruction of purged files and proper security of maintained records; maintains confidentiality of all reports; prepares reports and criminal complaints for court, department personnel, and other agencies for purposes of criminal prosecution, follow-up investigation, etc.
- Compiles, maintains, and updates local computer databases; enters, updates, and retrieves records relating to wanted/missing persons, stolen property, vehicle information, juvenile arrests, sex and arson registrations, criminal histories, warrant information, and numerous other types of information from the computer and teletype networks.
- Conducts criminal record checks using national, state, and DMV databases; contacts other police agencies.
- Enters data into police records database for use by investigations and patrol personnel; validates entries into the Department of Justice database by reviewing the original entry and supporting documentation and consulting with the investigator, reporting party, victim, court, or others to clarify; corrects entry when necessary.
- Provides information and assistance regarding complaints and general information to citizens, attorneys, victims, suspects, etc.
- Processes court ordered booking documents.
- Inputs statistical information for use by the Department of Justice in compiling a monthly report on crimes and arrests.
- Processes felony and misdemeanor criminal complaints for court; applies interpretation of Public Records Act provisions to ensure appropriate release of information; redacts reports as necessary; processes and inputs citations and bail payments.
- Keeps current on updates involving processing methods and all computer databases, including mandatory bi-annual recertification.
- Processes mail and fax requests for reports.
- Produces, packages, and distributes 911 recordings, mobile video, officer recordings, and jail video in response to District Attorney requests, subpoenas, officer requests, discovery requests, and all other requests as appropriate.
- Processes, packages and, distributes District Attorney requests for discovery, including audio/video, booking photos, CSI photos, surveillance video, PAS logs, DUI checkpoint packets, and call histories.

- Coordinates, receives, logs, and tracks civil and criminal officer appearance subpoenas, including the coordination of officer schedules, testimony, standby, and overtime.
- Monitors EDC (Electronic Directions for Complaint) workflow queues, including in-progress, rejected, lack of sufficient evidence, and returned cases.
- Delivers or retrieves time-sensitive documentation to/from the courts by making daily court runs.
- Creates weekly traffic court calendar, monitors traffic subpoenas, and requests traffic subpoena witnesses.
- Monitors traffic trial by declarations and processes other traffic court paperwork.
- Uses a computer to input and maintain records, conduct research as needed, and to perform other job-related tasks.
- Duplicates and distributes reports for internal department or follow-up investigations, and for outside requests from citizens, insurance companies, and attorneys.
- Performs other duties as assigned.

QUALIFICATIONS: *(The following are minimum qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Police Records Assistant I

Equivalent to a high school diploma or GED and one (1) year of increasingly responsible clerical experience. Experience within a law enforcement environment is preferred.

Police Records Assistant II

Equivalent to a high school diploma or GED and two (2) years of increasingly responsible clerical experience, including one (1) year of experience comparable to a Police Records Assistant I.

License/Certificate:

Possession of a valid California Class C Driver's License.

Additional Requirements:

Must successfully complete a comprehensive background investigation.

KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Police Records Assistant I

Principles and practices of complex record keeping. Research and reporting methods and techniques. Methods and techniques of preparing reports and correspondence. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff. The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar. Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Police Records Assistant II

In addition to the knowledge required for Police Records Assistant I:

Applicable federal, state, and local laws, codes, and procedures relevant to assigned area of responsibility. Police terminology and law enforcement codes. Police Department organization and procedures as they relate to the processing of police records. Standard operating procedures and legal obligations with respect to the release of data and reports to the public and other agencies. Operational characteristics of databases and communication systems used in law enforcement. Court related processes as they relate to the dissemination of records and reports. City and mandated safety rules, regulations, and protocols.

Ability to:

Perform a variety of technical and administrative tasks within assigned law enforcement program area. Interpret, apply, and explain laws, codes, regulations, and ordinances. Maintain confidentiality of information obtained in the course of performing duties. Conduct research on a diverse range of topics for assigned programs. Perform technical, detailed, and responsible office support work. Compose business correspondence and documentation. Prepare clear and concise reports, correspondence, and other written materials. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines. Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks. Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen and to operate a motor vehicle and visit various City sites; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

Environmental Conditions

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Working Conditions

Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures; employees will wear a uniform. May be required to work night and/or weekend hours and holidays.

Disaster Service Worker

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CITY OF LATHROP HUMAN RESOURCES ANALYST I/II

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DEFINITION:

Under general supervision, learns to perform and performs professional and para-professional level of human resources duties, including but not limited to recruitment and selection, benefits administration, training and workers compensation; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

Human Resources Analyst I

The **Human Resources Analyst I** is the entry level classification in the professional HR Analyst series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine duties while learning City policies and procedures. As experience is gained, there is more diversity in assignments and greater independence of action within established guidelines. This classification is alternatively staffed with Human Resources Analyst II, and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher level class.

Human Resources Analyst II

The **Human Resources Analyst II** is the journey level classification in which incumbents are expected to perform the full scope of professional analyst duties with minimum supervision. Successful performance requires a thorough knowledge of City of Lathrop Human Resources policies and procedures and the ability to exercise sound independent judgment. This classification is distinguished from the next higher classification of Human Resources Manager in that the latter is responsible for the more complex and difficult duties and supervises the Human Resources Analyst I/II position(s).

SUPERVISION RECEIVED/EXERCISED:

Human Resources Analyst I

Receives immediate supervision from the Human Resources Manager. May exercise functional and technical supervision over lower level staff.

Human Resources Analyst II

Receives general supervision from the Human Resources Manager. May exercise functional and technical supervision over lower level staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assists management and hiring department with the recruitment planning; receives and reviews recruitment requisitions; tracks status of recruitment; coordinates interview process; determines appropriate recruitment, testing, and selection procedures based on policies and past practices; prepares job announcements, advertisements, and internal postings.

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- Conducts background checks; tracks applicants; may participate on interview panel and recommend final candidates as part of selection process.
- Tracks performance appraisals, employee action forms, position requests, employee hours, and data transactions for completeness and accuracy.
- Participates in human resources and risk management projects and surveys, tabulates statistics, prepares reports, and makes related recommendations; answers technical questions from human resources support staff related to human resources and risk management practices and procedures.
- Researches and provides assistance to applicants, employees, other internal departments, agencies, and the general public regarding questions related to the City's employment and personnel practices and policies.
- Gather and analyze data for collective bargaining purposes, and develop recommendations for consideration.
- Reviews, recommends changes, and administers Personnel Rules, and policies and procedures.
- Assists with the administration of employee benefits program; receives and process benefit related enrollment and change documents; processes COBRA documents; coordinates changes with insurance carriers.
- Assists with processing Worker's Compensation claims and coordinating with Third Party Administrator (TPA).
- Assists with the identification of City-wide training needs and coordination of training programs for human resources and risk management.
- Tabulates, tracks, and summarizes statistics for various human resources and risk management reports and completes various annual reports as assigned.
- Assists in the preparation and monitoring of department budget expenditures.
- Represents the Human Resources Department at meetings and conferences, as assigned; participates on City-wide committees.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Human Resources Analyst I/II**. A typical way of obtaining the required qualifications is to possess:

Human Resources Analyst I

One year of responsible para-professional and professional Human Resources experience. Public sector human resources experience is highly desirable. An Associate of Arts degree in business administration, political science or a related field is highly desirable.

Human Resources Analyst II

In addition to the above, one year of experience equivalent to that of a Human Resources Analyst I with the City of Lathrop. Human Resources certification received from SHRM or other professional Human Resources organizations is highly desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and skills listed below vary between the I and the II levels.)*

Knowledge of:

Principles and practices of public personnel administration; principles, methods and techniques related to public sector recruitment, selection, classification, compensation and benefits administration; applicable federal and state employment laws and regulations; usage of human resources information systems; basic knowledge of California Public Employees' Retirement System, Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act and the Fair Labor Standards Act. Basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Interpret, explain and apply applicable laws, codes, City personnel programs and policies to employees and department managers; interpret and analyze information; coordinate a variety of tasks, activities and assignments; elicit the cooperation of others; use a variety of computer software programs, including NewWorld, NEOGOV, Microsoft Word, Excel and PowerPoint.

Skill to:

Preparing clear, concise and complete analysis, proposals, reports and other written materials; maintaining accurate records and meeting critical deadlines; researching and analyzing moderately complex problems, evaluating varied information and data, either in statistical or narrative form, and exercising sound judgment within established guidelines; establishing and maintaining effective working relationships, and working collaboratively with diverse individuals and groups contacted in the course of work.

Disaster Service Worker:

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City of Lathrop Police Department Sworn Compensation Plan

In order to recruit and retain employees for the new Lathrop Police Department, the City has identified the following compensation components to be considered during the hiring process. We anticipate this list may be updated later this year once the Lathrop Police Chief has been hired.

Incentive pay is based upon current salary step and range for the employee. The incentive pays are cumulative unless specifically stated.

Pension Plan

The City is currently working with CalPERS to amend the City's CalPERS contract to adopt a new safety plan for the 2.7% @ 57 pension formula for sworn personnel.

Deferred Compensation

For new hires coming from a 3% @ 50 pension plan or 3% @ 55 pension plan, the City will offer the following deferred compensation contribution:

Chief: \$5,000 per year
Commander: \$4,000 per year
Sergeant and Lateral Officer: \$3,000 per year

Education and Police Officer Standards and Training (POST) Certification

The Commission on Peace Officer Standards and Training (POST), through the POST Professional Certificates Unit, awards professional certificates at the following levels: Basic, Intermediate, Advanced, Supervisory, Management, and Executive.

These POST Professional Certificate Programs provide education, training, and support professionalism in law enforcement. Participation in POST training raises the level of competence of law enforcement officers and fosters cooperation between the Commission, Public Safety Departments, and individuals.

Incentive pay for POST certification will be provided as follows:

Officers:

- 2.5% Intermediate Certificate
- 2.5% Advanced Certificate

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Sergeants:

- 2.5% Advanced Certificate
- 2.5% Supervisory Certificate

Commanders:

- 2.5% Supervisory Certificate
- 2.5% Management Certificate

The City will pay a 2.5% incentive on the existing salary step and range for sworn employees who possess an Associates of Arts degree. The City will pay a 5% incentive on existing salary step and range for sworn employees with a Bachelor's Degree or higher. A maximum of 5% education incentive will be provided for this benefit.

Vacation Leave

Vacation Leave for employees shall accrue as follows:

Years of Service	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Newly hired employees who begin employment from August 1, 2021 to December 31, 2022 will accrue vacation leave as follows:

Years of Service at Prior Agency	Hours Per Pay Period	Hours Per Year	Maximum Accrual
0-4	3.08	80	240 hours
5-9	4.61	120	360 hours
10+	6.15	160	480 hours

Vacation accrual increase shall include years of service at prior agency in accordance with the timeframe above. Also within that hiring timeframe, newly hired sworn personnel will be provided an initial vacation bank of 40 hours upon hire.

Sick Leave

The City understands there are times when an employee, because of illness or injury, or caring for a family member who is ill or injured, cannot and should not be at work. Sick leave is provided on an accrual basis at eight (8) hours per month.

Sworn employees hired from August 1, 2021 to December 31, 2022 will be provided an initial sick leave bank of 40 hours upon hire.

Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of City service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents shall be entitled to continued insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the retiree and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the retiree's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the retiree and his/her dependents.

Uniform

The City will provide a uniform allowance of \$1,200 per year.

Signing Bonus

Sworn personnel hired between August 1, 2021 and December 31, 2022 will receive a cash bonus of \$5,000 upon hire.

Special Assignment Pay

Sworn personnel assigned to perform special assignments shall receive the following compensation:

- Detective 5%
- School Resource Officer 5%
- Traffic 5%
- Field Training Officer 5%

Canine Officer may receive a stipend of \$600 per month.

Management Leave

The Chief of Police will receive 120 hours of Management Leave in accordance with City rules. Police Commanders will receive 100 hours of Management Leave in accordance with City rules.

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 07/12/2021

Adopted Per Resolution No. 21-_____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 14.60	\$ 15.33	\$ 16.10	\$ 16.90	\$ 17.75
			bi-weekly	1,168	1,226	1,288	1,352	1,420
			monthly	2,531	2,657	2,790	2,930	3,076
			annual	30,368	31,886	33,481	35,155	36,912
21	RECREATION LEADER		hourly	\$ 14.96	\$ 15.71	\$ 16.49	\$ 17.32	\$ 18.18
			bi-weekly	1,197	1,257	1,319	1,385	1,455
			monthly	2,593	2,723	2,859	3,002	3,152
			annual	31,117	32,673	34,306	36,022	37,823
22			hourly	\$ 15.34	\$ 16.11	\$ 16.91	\$ 17.76	\$ 18.65
			bi-weekly	1,227	1,289	1,353	1,421	1,492
			monthly	2,659	2,792	2,931	3,078	3,232
			annual	31,907	33,503	35,178	36,937	38,783
23			hourly	\$ 15.72	\$ 16.51	\$ 17.33	\$ 18.20	\$ 19.11
			bi-weekly	1,258	1,320	1,387	1,456	1,529
			monthly	2,725	2,861	3,004	3,154	3,312
			annual	32,698	34,332	36,049	37,852	39,744
24	SENIOR RECREATION LEADER	SEIU	hourly	\$ 16.11	\$ 16.92	\$ 17.76	\$ 18.65	\$ 19.58
			bi-weekly	1,289	1,353	1,421	1,492	1,567
			monthly	2,792	2,932	3,079	3,233	3,394
			annual	33,509	35,184	36,943	38,791	40,730
25			hourly	\$ 16.52	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08
			bi-weekly	1,322	1,388	1,457	1,530	1,606
			monthly	2,863	3,007	3,157	3,315	3,481
			annual	34,362	36,080	37,884	39,778	41,767
26			hourly	\$ 16.93	\$ 17.78	\$ 18.67	\$ 19.60	\$ 20.58
			bi-weekly	1,354	1,422	1,493	1,568	1,646
			monthly	2,935	3,081	3,235	3,397	3,567
			annual	35,214	36,975	38,824	40,765	42,803
27			hourly	\$ 17.35	\$ 18.22	\$ 19.13	\$ 20.08	\$ 21.09
			bi-weekly	1,388	1,457	1,530	1,607	1,687
			monthly	3,007	3,158	3,316	3,481	3,655
			annual	36,088	37,892	39,787	41,776	43,865
28			hourly	\$ 17.79	\$ 18.68	\$ 19.61	\$ 20.59	\$ 21.62
			bi-weekly	1,423	1,494	1,569	1,648	1,730
			monthly	3,084	3,238	3,400	3,570	3,748
			annual	37,003	38,853	40,796	42,836	44,978
29			hourly	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.10	\$ 22.16
			bi-weekly	1,458	1,531	1,608	1,688	1,773
			monthly	3,160	3,318	3,484	3,658	3,841
			annual	37,918	39,814	41,805	43,895	46,090
30			hourly	\$ 18.69	\$ 19.62	\$ 20.61	\$ 21.64	\$ 22.72
			bi-weekly	1,495	1,570	1,648	1,731	1,817
			monthly	3,240	3,402	3,572	3,750	3,938
			annual	38,875	40,819	42,860	45,003	47,253
31			hourly	\$ 19.15	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28
			bi-weekly	1,532	1,609	1,689	1,773	1,862
			monthly	3,319	3,485	3,660	3,843	4,035
			annual	39,832	41,824	43,915	46,111	48,416
32	OFFICE ASSISTANT I	SEIU	hourly	\$ 19.63	\$ 20.61	\$ 21.64	\$ 22.72	\$ 23.86
			bi-weekly	1,570	1,649	1,731	1,818	1,909
			monthly	3,403	3,573	3,751	3,939	4,136
			annual	40,830	42,872	45,016	47,266	49,630
33			hourly	\$ 20.12	\$ 21.13	\$ 22.18	\$ 23.29	\$ 24.46
			bi-weekly	1,610	1,690	1,775	1,863	1,956
			monthly	3,487	3,662	3,845	4,037	4,239
			annual	41,850	43,942	46,139	48,446	50,868
34			hourly	\$ 20.63	\$ 21.66	\$ 22.74	\$ 23.88	\$ 25.08
			bi-weekly	1,650	1,733	1,820	1,911	2,006
			monthly	3,576	3,755	3,942	4,140	4,346
			annual	42,910	45,056	47,309	49,674	52,158

ATTACHMENT " K "

**CITY OF LATHROP
GRADE-STEP TABLE**

FOR REFERENCE USE ONLY

Eff. 07/12/2021

Adopted Per Resolution No. 21-_____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 21.14	\$ 22.20	\$ 23.31	\$ 24.47	\$ 25.70
			bi-weekly	1,691	1,776	1,865	1,958	2,056
			monthly	3,664	3,847	4,040	4,242	4,454
			annual	43,971	46,170	48,478	50,902	53,447
36			hourly	\$ 21.67	\$ 22.75	\$ 23.89	\$ 25.09	\$ 26.34
			bi-weekly	1,734	1,820	1,911	2,007	2,107
			monthly	3,756	3,944	4,141	4,348	4,566
			annual	45,074	47,327	49,694	52,178	54,787
37	ANIMAL SERVICES ASSISTANT RECREATION SPECIALIST	SEIU	hourly	\$ 22.21	\$ 23.32	\$ 24.49	\$ 25.71	\$ 27.00
		SEIU	bi-weekly	1,777	1,866	1,959	2,057	2,160
			monthly	3,850	4,042	4,244	4,457	4,679
			annual	46,197	48,507	50,932	53,479	56,152
38	ACCOUNTING SPECIALIST I WATER METER READER I	SEIU	hourly	\$ 22.77	\$ 23.91	\$ 25.10	\$ 26.36	\$ 27.68
		SEIU	bi-weekly	1,822	1,913	2,008	2,109	2,214
			monthly	3,947	4,144	4,351	4,569	4,797
			annual	47,362	49,730	52,216	54,827	57,568
39			hourly	\$ 23.34	\$ 24.51	\$ 25.73	\$ 27.02	\$ 28.37
			bi-weekly	1,867	1,961	2,059	2,162	2,270
			monthly	4,046	4,248	4,460	4,683	4,917
			annual	48,547	50,975	53,523	56,199	59,009
40			hourly	\$ 23.92	\$ 25.12	\$ 26.37	\$ 27.69	\$ 29.07
			bi-weekly	1,914	2,009	2,110	2,215	2,326
			monthly	4,146	4,353	4,571	4,800	5,040
			annual	49,754	52,241	54,853	57,596	60,476
41	ADMINISTRATIVE ASSISTANT I UTILITY OPERATOR I MAINTENANCE WORKER I	SEIU	hourly	\$ 24.52	\$ 25.75	\$ 27.03	\$ 28.38	\$ 29.80
		SEIU	bi-weekly	1,962	2,060	2,163	2,271	2,384
		SEIU	monthly	4,250	4,463	4,686	4,920	5,166
			annual	51,002	53,552	56,229	59,041	61,993
42	ACCOUNTING SPECIALIST II WATER METER READER II	SEIU	hourly	\$ 25.13	\$ 26.39	\$ 27.71	\$ 29.09	\$ 30.55
		SEIU	bi-weekly	2,010	2,111	2,216	2,327	2,444
			monthly	4,356	4,574	4,802	5,042	5,295
			annual	52,270	54,884	57,628	60,510	63,535
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN	hourly	\$ 25.76	\$ 27.05	\$ 28.40	\$ 29.82	\$ 31.31
		SEIU	bi-weekly	2,061	2,164	2,272	2,386	2,505
			monthly	4,465	4,688	4,923	5,169	5,427
			annual	53,581	56,260	59,073	62,026	65,128
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 26.40	\$ 27.72	\$ 29.11	\$ 30.56	\$ 32.09
			bi-weekly	2,112	2,218	2,328	2,445	2,567
			monthly	4,576	4,805	5,045	5,297	5,562
			annual	54,912	57,658	60,540	63,568	66,746
45	ADMINISTRATIVE ASSISTANT II RECREATION COORDINATOR UTILITY OPERATOR II MAINTENANCE WORKER II	SEIU	hourly	\$ 27.07	\$ 28.42	\$ 29.84	\$ 31.34	\$ 32.90
		SEIU	bi-weekly	2,166	2,274	2,388	2,507	2,632
		SEIU	monthly	4,692	4,927	5,173	5,432	5,703
		SEIU	annual	56,306	59,121	62,077	65,181	68,440
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 27.74	\$ 29.13	\$ 30.58	\$ 32.11	\$ 33.72
			bi-weekly	2,219	2,330	2,447	2,569	2,697
			monthly	4,808	5,049	5,301	5,566	5,844
			annual	57,699	60,584	63,613	66,794	70,134
47	PERMIT TECHNICIAN ADMINISTRATIVE TECHNICIAN I ADMINISTRATIVE ASSISTANT III	SEIU	hourly	\$ 28.44	\$ 29.86	\$ 31.36	\$ 32.92	\$ 34.57
		SEIU	bi-weekly	2,275	2,389	2,508	2,634	2,766
		SEIU	monthly	4,930	5,176	5,435	5,707	5,992
			annual	59,155	62,113	65,219	68,480	71,904
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD.	SEIU	hourly	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.74	\$ 35.43
		SEIU	bi-weekly	2,332	2,449	2,571	2,700	2,835
			monthly	5,053	5,305	5,571	5,849	6,142
			annual	60,632	63,664	66,847	70,189	73,699
49	ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 29.87	\$ 31.36	\$ 32.93	\$ 34.58	\$ 36.31
			bi-weekly	2,390	2,509	2,635	2,766	2,905
			monthly	5,177	5,436	5,708	5,994	6,293
			annual	62,130	65,236	68,498	71,923	75,519

**CITY OF LATHROP
GRADE-STEP TABLE**

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Eff. 07/12/2021

Adopted Per Resolution No. 21- _____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 30.62	\$ 32.15	\$ 33.76	\$ 35.45	\$ 37.22
			bi-weekly	2,450	2,572	2,701	2,836	2,978
			monthly	5,307	5,573	5,851	6,144	6,451
			annual	63,690	66,874	70,218	73,729	77,415
51	CRIME & INTELLIGENCE ANALYST SENIOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICIAN II	SEIU	hourly	\$ 31.39	\$ 32.96	\$ 34.61	\$ 36.34	\$ 38.15
			bi-weekly	2,511	2,637	2,769	2,907	3,052
			monthly	5,441	5,713	5,999	6,299	6,613
			annual	65,291	68,556	71,984	75,583	79,362
52	ACCOUNTANT I BUILDING INSPECTOR I COMMUNITY SERVICE OFFICER I HR ANALYST I	SEIU	hourly	\$ 32.17	\$ 33.78	\$ 35.47	\$ 37.24	\$ 39.10
			bi-weekly	2,574	2,702	2,837	2,979	3,128
			monthly	5,576	5,855	6,148	6,455	6,778
			annual	66,914	70,259	73,772	77,461	81,334
53	CONSTRUCTION INSPECTOR I POLICE RECORDS SUPERVISOR LEGAL SECRETARY	SEIU	hourly	\$ 32.98	\$ 34.63	\$ 36.36	\$ 38.18	\$ 40.09
			bi-weekly	2,638	2,770	2,909	3,054	3,207
			monthly	5,717	6,002	6,302	6,618	6,948
			annual	68,598	72,028	75,630	79,411	83,382
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	SEIU	hourly	\$ 33.80	\$ 35.49	\$ 37.26	\$ 39.13	\$ 41.08
			bi-weekly	2,704	2,839	2,981	3,130	3,287
			monthly	5,859	6,152	6,459	6,782	7,121
			annual	70,304	73,819	77,510	81,386	85,455
55	ASSISTANT PLANNER BUILDING INSPECTOR II COMMUNITY SERVICE OFFICER II SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 34.65	\$ 36.38	\$ 38.20	\$ 40.11	\$ 42.12
			bi-weekly	2,772	2,911	3,056	3,209	3,369
			monthly	6,006	6,306	6,622	6,953	7,300
			annual	72,072	75,676	79,459	83,432	87,604
56	ACCOUNTANT II MANAGEMENT ANALYST I (CONFIDENTIAL) DEPUTY CITY CLERK HR ANALYST II	SEIU	hourly	\$ 35.51	\$ 37.29	\$ 39.15	\$ 41.11	\$ 43.16
			bi-weekly	2,841	2,983	3,132	3,289	3,453
			monthly	6,155	6,463	6,786	7,125	7,482
			annual	73,861	77,554	81,432	85,503	89,778
57	CONSTRUCTION INSPECTOR II LEGAL ASSISTANT PARKS & RECREATION SUPERVISOR	SEIU	hourly	\$ 36.40	\$ 38.22	\$ 40.13	\$ 42.14	\$ 44.24
			bi-weekly	2,912	3,058	3,210	3,371	3,540
			monthly	6,309	6,625	6,956	7,304	7,669
			annual	75,712	79,498	83,472	87,646	92,028
58	ASSOCIATE PLANNER JUNIOR ENGINEER SENIOR ENGINEERING TECHNICIAN	SEIU	hourly	\$ 37.31	\$ 39.18	\$ 41.13	\$ 43.19	\$ 45.35
			bi-weekly	2,985	3,134	3,291	3,455	3,628
			monthly	6,467	6,790	7,130	7,486	7,861
			annual	77,605	81,485	85,559	89,837	94,329
59	BUILDING INSPECTOR III CHIEF UTILITY OPERATOR COMMUNITY SERVICE OFFICER III UTILITY OPERATOR III MAINTENANCE SERVICES SUPERVISOR	SEIU	hourly	\$ 38.24	\$ 40.15	\$ 42.16	\$ 44.27	\$ 46.48
			bi-weekly	3,059	3,212	3,373	3,541	3,718
			monthly	6,628	6,960	7,308	7,673	8,057
			annual	79,539	83,516	87,692	92,077	96,680
60	EXECUTIVE ASSISTANT TO THE CITY MANAGER HUMAN RESOURCES MANAGER MANAGEMENT ANALYST II (CONFIDENTIAL) INFORMATION TECHNOLOGY ENGINEER I	LMCEA	hourly	\$ 39.20	\$ 41.16	\$ 43.22	\$ 45.38	\$ 47.65
			bi-weekly	3,136	3,293	3,457	3,630	3,812
			monthly	6,795	7,134	7,491	7,866	8,259
			annual	81,536	85,613	89,893	94,388	99,108
61	POLICE SERVICES MANAGER CONSTRUCTION INSPECTOR III UTILITY MAINTENANCE SUPERVISOR	LMCEA	hourly	\$ 40.18	\$ 42.19	\$ 44.30	\$ 46.51	\$ 48.84
			bi-weekly	3,214	3,375	3,544	3,721	3,907
			monthly	6,965	7,313	7,678	8,062	8,465
			annual	83,574	87,753	92,141	96,748	101,585
62	WASTEWATER TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 41.18	\$ 43.24	\$ 45.40	\$ 47.67	\$ 50.05
			bi-weekly	3,294	3,459	3,632	3,814	4,004
			monthly	7,138	7,495	7,869	8,263	8,676
			annual	85,654	89,937	94,434	99,156	104,113
63	SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 42.21	\$ 44.32	\$ 46.54	\$ 48.86	\$ 51.31
			bi-weekly	3,377	3,546	3,723	3,909	4,105
			monthly	7,316	7,682	8,066	8,470	8,893
			annual	87,797	92,187	96,796	101,636	106,718

**CITY OF LATHROP
GRADE-STEP TABLE**

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
64	ANIMAL SERVICES MANAGER ASSISTANT ENGINEER PARKS AND RECREATION ADMINISTRATOR	LMCEA SEIU SEIU	hourly	\$ 43.27	\$ 45.43	\$ 47.71	\$ 50.09	\$ 52.59
			bi-weekly	3,462	3,635	3,816	4,007	4,208
			monthly	7,500	7,875	8,269	8,682	9,116
			annual	90,002	94,502	99,227	104,188	109,398
65	BUDGET MANAGER SENIOR ACCOUNTANT POLICE OFFICER	LMCEA LMCEA SWORN	hourly	\$ 44.35	\$ 46.57	\$ 48.90	\$ 51.34	\$ 53.91
			bi-weekly	3,548	3,725	3,912	4,107	4,313
			monthly	7,687	8,072	8,475	8,899	9,344
			annual	92,248	96,860	101,703	106,789	112,128
66			hourly	\$ 45.46	\$ 47.73	\$ 50.12	\$ 52.63	\$ 55.26
			bi-weekly	3,637	3,819	4,010	4,210	4,421
			monthly	7,880	8,274	8,687	9,122	9,578
			annual	94,557	99,285	104,249	109,461	114,934
67	COMMUNITY SERVICES SUPERVISOR INFORMATION TECHNOLOGY ENGINEER II SENIOR PLANNER SENIOR MANAGEMENT ANALYST SPECIAL DISTRICTS MANAGER	LMCEA LMCEA LMCEA LMCEA LMCEA	hourly	\$ 46.59	\$ 48.92	\$ 51.37	\$ 53.93	\$ 56.63
			bi-weekly	3,727	3,914	4,109	4,315	4,530
			monthly	8,076	8,479	8,903	9,349	9,816
			annual	96,907	101,753	106,840	112,182	117,791
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 47.76	\$ 50.15	\$ 52.66	\$ 55.29	\$ 58.05
			bi-weekly	3,821	4,012	4,212	4,423	4,644
			monthly	8,278	8,692	9,127	9,583	10,062
			annual	99,341	104,308	109,523	114,999	120,749
69	UTILITY PLANT SUPERVISOR	LMCEA	hourly	\$ 48.95	\$ 51.40	\$ 53.97	\$ 56.67	\$ 59.50
			bi-weekly	3,916	4,112	4,317	4,533	4,760
			monthly	8,485	8,909	9,354	9,822	10,313
			annual	101,816	106,907	112,252	117,865	123,758
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 50.18	\$ 52.69	\$ 55.32	\$ 58.09	\$ 60.99
			bi-weekly	4,014	4,215	4,426	4,647	4,880
			monthly	8,698	9,133	9,589	10,069	10,572
			annual	104,374	109,593	115,073	120,826	126,868
71	PARKS AND RECREATION SUPERINTENDENT INFORMATION TECHNOLOGY ENGINEER III	LMCEA LMCEA	hourly	\$ 51.43	\$ 54.00	\$ 56.70	\$ 59.54	\$ 62.51
			bi-weekly	4,114	4,320	4,536	4,763	5,001
			monthly	8,915	9,360	9,828	10,320	10,836
			annual	106,974	112,323	117,939	123,836	130,028
72	PRINCIPAL PLANNER POLICE SERGEANT	LMCEA SWORN	hourly	\$ 52.72	\$ 55.36	\$ 58.12	\$ 61.03	\$ 64.08
			bi-weekly	4,218	4,428	4,650	4,882	5,127
			monthly	9,138	9,595	10,075	10,579	11,107
			annual	109,658	115,140	120,898	126,942	133,289
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 54.04	\$ 56.74	\$ 59.58	\$ 62.56	\$ 65.69
			bi-weekly	4,323	4,539	4,766	5,005	5,255
			monthly	9,367	9,835	10,327	10,843	11,386
			annual	112,403	118,023	123,925	130,121	136,627
74	CITY CLERK SENIOR CIVIL ENGINEER SENIOR ENGINEER FINANCE MANAGER	EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 55.39	\$ 58.16	\$ 61.07	\$ 64.12	\$ 67.33
			bi-weekly	4,431	4,653	4,885	5,130	5,386
			monthly	9,601	10,081	10,585	11,114	11,670
			annual	115,211	120,972	127,020	133,371	140,040
75			hourly	\$ 56.77	\$ 59.61	\$ 62.59	\$ 65.72	\$ 69.00
			bi-weekly	4,542	4,769	5,007	5,257	5,520
			monthly	9,840	10,332	10,849	11,391	11,961
			annual	118,082	123,986	130,185	136,694	143,529
76	ACCOUNTING MANAGER CONSTRUCTION SUPERINTENDENT DEPUTY DIRECTOR OF PARKS, REC & MAINT SERVICES PARKS PROJECT MANAGER PROJECTS MANAGER UTILITY OPERATIONS SUPERINTENDENT	LMCEA LMCEA LMCEA LMCEA LMCEA	hourly	\$ 58.19	\$ 61.10	\$ 64.15	\$ 67.36	\$ 70.73
			bi-weekly	4,655	4,888	5,132	5,389	5,658
			monthly	10,086	10,591	11,120	11,676	12,260
			annual	121,035	127,087	133,441	140,113	147,119
77	ASSISTANT CITY ATTORNEY CHIEF BUILDING OFFICIAL	EXEMPT EXEMPT	hourly	\$ 59.64	\$ 62.62	\$ 65.75	\$ 69.04	\$ 72.49
			bi-weekly	4,771	5,010	5,260	5,523	5,799
			monthly	10,338	10,854	11,397	11,967	12,565
			annual	124,051	130,254	136,766	143,605	150,785

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 07/12/2021

Adopted Per Resolution No. 21- _____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 61.14	\$ 64.20	\$ 67.41	\$ 70.78	\$ 74.32
			bi-weekly	4,891	5,136	5,393	5,662	5,945
			monthly	10,598	11,127	11,684	12,268	12,881
			annual	127,171	133,530	140,206	147,217	154,577
79	ECONOMIC DEVELOPMENT ADMINISTRATOR	LMCEA	hourly	\$ 62.66	\$ 65.79	\$ 69.08	\$ 72.54	\$ 76.16
	LAND DEVELOPMENT MANAGER	LMCEA	bi-weekly	5,013	5,263	5,527	5,803	6,093
			monthly	10,861	11,404	11,974	12,573	13,202
			annual	130,333	136,849	143,692	150,877	158,420
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR	LMCEA	hourly	\$ 64.23	\$ 67.44	\$ 70.81	\$ 74.35	\$ 78.07
	CHIEF PLANNING OFFICIAL	LMCEA	bi-weekly	5,138	5,395	5,665	5,948	6,246
	PRINCIPAL ENGINEER	LMCEA	monthly	11,133	11,690	12,274	12,888	13,532
			annual	133,598	140,278	147,292	154,657	162,390
81	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 65.84	\$ 69.13	\$ 72.59	\$ 76.22	\$ 80.03
	CHIEF INFORMATION OFFICER	EXEMPT	bi-weekly	5,267	5,531	5,807	6,097	6,402
			monthly	11,412	11,983	12,582	13,211	13,872
			annual	136,947	143,795	150,984	158,534	166,460
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 67.48	\$ 70.85	\$ 74.40	\$ 78.12	\$ 82.02
	POLICE COMMANDER	SWORN	bi-weekly	5,398	5,668	5,952	6,249	6,562
			monthly	11,697	12,281	12,895	13,540	14,217
			annual	140,358	147,376	154,745	162,482	170,607
83			hourly	\$ 69.17	\$ 72.63	\$ 76.26	\$ 80.07	\$ 84.08
			bi-weekly	5,534	5,810	6,101	6,406	6,726
			monthly	11,989	12,589	13,218	13,879	14,573
			annual	143,874	151,067	158,621	166,552	174,879
84			hourly	\$ 70.90	\$ 74.45	\$ 78.17	\$ 82.08	\$ 86.18
			bi-weekly	5,672	5,956	6,253	6,566	6,894
			monthly	12,289	12,904	13,549	14,226	14,938
			annual	147,472	154,846	162,588	170,717	179,253
85	DIRECTOR OF HUMAN RESOURCES	EXEMPT	hourly	\$ 72.67	\$ 76.30	\$ 80.12	\$ 84.12	\$ 88.33
	DIRECTOR OF PARKS, RECREATION & MAINT SERVICES	EXEMPT	bi-weekly	5,814	6,104	6,409	6,730	7,066
	DIRECTOR OF GOVERNMENT SERVICES/CITY CLERK	EXEMPT	monthly	12,596	13,226	13,887	14,582	15,311
			annual	151,154	158,711	166,647	174,979	183,728
86			hourly	\$ 74.49	\$ 78.21	\$ 82.13	\$ 86.23	\$ 90.54
			bi-weekly	5,959	6,257	6,570	6,899	7,243
			monthly	12,912	13,557	14,235	14,947	15,694
			annual	154,939	162,686	170,820	179,361	188,330
87	DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS	EXEMPT	hourly	\$ 76.35	\$ 80.17	\$ 84.18	\$ 88.38	\$ 92.80
	DIRECTOR OF FINANCE	EXEMPT	bi-weekly	6,108	6,413	6,734	7,071	7,424
			monthly	13,234	13,896	14,590	15,320	16,086
			annual	158,808	166,748	175,086	183,840	193,032
88	DIRECTOR OF COMMUNITY DEVELOPMENT	EXEMPT	hourly	\$ 78.26	\$ 82.17	\$ 86.28	\$ 90.60	\$ 95.13
	DIRECTOR OF PUBLIC WORKS	EXEMPT	bi-weekly	6,261	6,574	6,903	7,248	7,610
			monthly	13,565	14,243	14,955	15,703	16,488
			annual	162,781	170,920	179,466	188,439	197,861
89	CITY ENGINEER	EXEMPT	hourly	\$ 80.22	\$ 84.23	\$ 88.44	\$ 92.86	\$ 97.51
			bi-weekly	6,418	6,738	7,075	7,429	7,801
			monthly	13,905	14,600	15,330	16,097	16,901
			annual	166,858	175,200	183,961	193,159	202,816
90			hourly	\$ 82.22	\$ 86.33	\$ 90.65	\$ 95.18	\$ 99.94
			bi-weekly	6,578	6,906	7,252	7,614	7,995
			monthly	14,251	14,964	15,712	16,498	17,323
			annual	171,018	179,568	188,547	197,974	207,873
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 84.28	\$ 88.49	\$ 92.92	\$ 97.56	\$ 102.44
			bi-weekly	6,742	7,080	7,433	7,805	8,195
			monthly	14,609	15,339	16,106	16,911	17,757
			annual	175,302	184,068	193,271	202,934	213,081
92			hourly	\$ 86.39	\$ 90.71	\$ 95.24	\$ 100.00	\$ 105.00
			bi-weekly	6,911	7,257	7,619	8,000	8,400
			monthly	14,974	15,722	16,509	17,334	18,201
			annual	179,685	188,669	198,103	208,008	218,408

CITY OF LATHROP
GRADE-STEP TABLE
Eff. 07/12/2021

**FOR REFERENCE USE ONLY*

Adopted Per Resolution No. 21-_____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
93			hourly	\$ 88.55	\$ 92.97	\$ 97.62	\$ 102.50	\$ 107.63
			bi-weekly	7,084	7,438	7,810	8,200	8,610
			monthly	15,348	16,115	16,921	17,767	18,656
			annual	184,177	193,386	203,055	213,208	223,868
94	POLICE CHIEF	EXEMPT	hourly	\$ 90.76	\$ 95.30	\$ 100.06	\$ 105.07	\$ 110.32
			bi-weekly	7,261	7,624	8,005	8,405	8,826
			monthly	15,732	16,518	17,344	18,212	19,122
			annual	188,782	198,221	208,132	218,538	229,465
95			hourly	\$ 93.03	\$ 97.68	\$ 102.56	\$ 107.69	\$ 113.08
			bi-weekly	7,442	7,814	8,205	8,615	9,046
			monthly	16,125	16,931	17,778	18,667	19,600
			annual	193,501	203,176	213,335	224,002	235,202
96			hourly	\$ 95.36	\$ 100.12	\$ 105.13	\$ 110.39	\$ 115.90
			bi-weekly	7,628	8,010	8,410	8,831	9,272
			monthly	16,528	17,355	18,222	19,133	20,090
			annual	198,339	208,256	218,668	229,602	241,082

CONTRACT								
	CITY ATTORNEY	EXEMPT	annual	\$ 227,302				
	CITY MANAGER	EXEMPT	annual	\$ 241,634				

Changes

Added:

Police Commander Grade 82
Police Sergeant Grade 72
Police Officer Grade 65
Police Officer Trainee (non-sworn) Grade 43
Police Records Supervisor Grade 46
Police Records Assistant II Grade 46
Police Records Assistant I Grade 43
HR Analyst I Grade 52
HR Analyst II Grade 56

Budget for Fiscal Year 21/22 - 22/23

	2021/22 Proposed	2021/22 Amended 7/12/21	2022/23 Proposed	2022/23 Amended 7/12/21
CITY ATTORNEY				
City Attorney				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00
CITY CLERK				
City Clerk				
Deputy City Clerk	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50
CITY MANAGER				
City Manager				
City Engineer	0.15	0.15	0.15	0.15
City Manager	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00
Total	2.65	2.65	2.65	2.65
CITY MANAGER - Total	2.65	2.65	2.65	2.65
COMMUNITY DEVELOPMENT				
Planning				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Associate Planner	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	4.33	4.33	4.33	4.33
COMMUNITY DEVELOPMENT - Total	4.33	4.33	4.33	4.33
FINANCE				
Finance				
Accountant I/II	1.00	2.00	1.00	2.00
Accounting Manager	1.00	1.00	1.00	1.00
Accounting Specialist I/II/Technician	5.00	5.00	5.00	5.00
Administrative Technician I/II	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00
Director of Finance	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00
Management Analyst I/II	0.50	0.50	0.50	0.50
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00
Total	13.50	14.50	13.50	14.50
FINANCE - Total	13.50	14.50	13.50	14.50

Budget for Fiscal Year 21/22 - 22/23

	2021/22 Proposed	2021/22 Amended 7/12/21	2022/23 Proposed	2022/23 Amended 7/12/21
HUMAN RESOURCES				
Human Resources				
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
HR Analyst I/II	0.00	1.00	0.00	1.00
Total	2.00	3.00	2.00	3.00
HUMAN RESOURCES - Total	2.00	3.00	2.00	3.00
INFORMATION TECHNOLOGY				
Information Technology				
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Chief Information Officer	1.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	3.00	4.00	3.00	5.00
Total	4.50	5.50	4.50	6.50
INFORMATION TECHNOLOGY - Total	4.50	5.50	4.50	6.50
POLICE DEPARTMENT				
Sworn				
Police Chief	1.00	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00	2.00
Police Detective	2.00	2.00	1.00	1.00
Police Officer	22.00	22.00	18.50	18.50
Police Sergeant	6.00	6.00	5.00	5.00
Total	33.00	33.00	27.50	27.50
Non-Sworn				
Crime & Intelligence Analyst	0.00	1.00	0.00	1.00
Police Records Assistant I/II	0.00	2.00	0.00	2.00
Police Records Supervisor	0.00	1.00	0.00	1.00
Total	0.00	4.00	0.00	4.00
Administration				
Management Analyst I/II	0.00	0.00	1.00	1.00
Police Office Manager	0.00	0.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	1.00	1.00
Total	0.00	0.00	3.00	3.00
Community Services Division				
Community Services Supervisor	1.00	1.00	1.00	1.00
Community Services Officer I/II/III	3.00	5.00	3.00	5.00
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Animal Services Assistant	1.00	1.00	1.00	1.00
Total	5.50	7.50	5.50	7.50
POLICE DEPARTMENT - Total	38.50	44.50	36.00	42.00
MEASURE C				
Facility Attendant	0.00	0.00	0.00	0.00
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Parks and Recreation Superintendent	0.00	0.00	0.00	0.00
Senior Facility Attendant	0.00	0.00	0.00	0.00
Senior Recreation Leader	1.00	1.00	1.00	1.00

Cari James:
5.5 Officers
included in
Measure C
Essential City

Budget for Fiscal Year 21/22 - 22/23

	2021/22 Proposed	2021/22 Amended 7/12/21	2022/23 Proposed	2022/23 Amended 7/12/21
Total	3.90	3.90	3.90	3.90
Essential City Services - Contract Staff				
Deputy Sheriff II	1.00	1.00	0.00	0.00
Deputy Sheriff II for Community Impact	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II Patrol	0.50	0.50	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	5.50	5.50	0.00	0.00
Essential City Services - Police Department				
Police Detective	0.00	0.00	1.00	1.00
Police Officer	0.00	0.00	3.50	3.50
Police Sergeant	0.00	0.00	1.00	1.00
Total	0.00	0.00	5.50	5.50
Lathrop Manteca Fire District				
Battalion Chiefs	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	17.38	17.38
PARKS, RECREATION AND MAINTENANCE SERVICES				
Parks and Recreation				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Facility Attendant	0.00	0.00	0.00	0.00
Management Analyst I/II	1.25	1.25	1.25	1.25
Recreation Coordinator	3.00	3.00	3.00	3.00
Recreation Leaders	8.55	8.55	8.55	8.55
Recreation Supervisor	1.00	1.00	1.00	1.00
Senior Recreation Leaders	3.35	3.35	4.35	4.35
Total	19.15	19.15	20.15	20.15
Maintenance Services				
Maintenance Services Supervisor	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	9.00	9.00	9.00
Total	10.00	10.00	10.00	10.00
PARKS, RECREATION AND MAINTENANCE SERVICES - Total	29.15	29.15	30.15	30.15
PUBLIC SAFETY				
Administration				
Management Analyst I/II	1.00	1.00	0.00	0.00
Police Office Manager	1.00	1.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00

Budget for Fiscal Year 21/22 - 22/23

	2021/22 Proposed	2021/22 Amended 7/12/21	2022/23 Proposed	2022/23 Amended 7/12/21
Total	3.00	3.00	0.00	0.00
Contract Staff				
Chief of Police	1.00	1.00	0.00	0.00
Deputy Sheriff II for Com Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for Patrol	16.50	16.50	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Lieutenant to serve as Supervisor	1.00	1.00	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	22.50	22.50	0.00	0.00
*Included in Police Department				
PUBLIC SAFETY - Total	25.50	25.50	0.00	0.00
PUBLIC WORKS				
Building				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Building Inspector I/II/III	2.00	2.00	2.00	2.00
Chief Building Official	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	2.00	2.00
Total	6.33	6.33	6.33	6.33
*moved to Police Department - Community Services Division				
Public Works				
Administrative Assistant I/II	2.34	2.34	2.34	2.34
Assistant Engineer	1.00	1.00	1.00	1.00
Associate Engineer	1.00	1.00	1.00	1.00
City Engineer	0.85	0.85	0.85	0.85
Construction Inspector I/II	2.00	2.00	2.00	2.00
Construction Inspector III	1.00	1.00	1.00	1.00
Construction Superintendent	1.00	1.00	1.00	1.00
Development Manager	1.00	1.00	1.00	1.00
Director of Public Works	1.00	1.00	1.00	1.00
Maintenance Worker III	0.00	0.00	0.00	0.00
Management Analyst I/II	0.25	0.25	0.25	0.25
Principal Engineer	0.00	0.00	0.00	0.00
Public Works Superintendent	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Construction Inspector	0.00	0.00	0.00	0.00
Senior Management Analyst	0.00	0.00	0.00	0.00
Utility Operator I/II/III	5.00	5.00	5.00	5.00
Water Treatment Plant Manager	1.00	1.00	1.00	1.00
Total	23.44	23.44	23.44	23.44
PUBLIC WORKS - Total	29.77	29.77	29.77	29.77
Grand Total	171.78	180.78	144.78	154.78
Total City Staff Positions	135.80	144.80	136.80	146.80
Total Contractual Positions	35.98	35.98	7.98	7.98
Total Funded Positions	171.78	180.78	144.78	154.78

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ITEM 4.10

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **ADOPTION OF 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)**

RECOMMENDATION: **Adopt a Resolution Adopting 2021 Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting as the Land Use Agency**

SUMMARY:

Senate Bill 5 (SB5), and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Starting on July 2, 2016, prior to approving discretionary land use decisions for nonresidential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make a Finding of Adequate Progress toward provision of Urban Level Flood Protection (ULOP) 200-year flood protection.

City Council has adopted a series of Adequate Progress Finding Reports (APR) towards the 200-year ULOP within Reclamation District 2062 (June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, and October 12, 2020), and on October 12, 2020, City Council also adopted 2020 APR for Phase 2 levees that were constructed in 2019.

The 2021 APR (Exhibit A of Attachment C) for Phase 1 and 2 of River Islands will allow the City of Lathrop to continue to issue discretionary permits to commercial uses, and ministerial permits (building permits) for new residential homes through December 2022 subject to ongoing validation of that finding.

BACKGROUND:

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

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**ADOPT 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)**

The levees constructed for Phase 1 and Phase 2 of River Islands by RD 2062 meet the updated ULDC standards adopted by DWR in May 2012. With the pending Letter of Map Revision ("LOMR") for Phase 2 levees expected this year, along with additional internal drainage improvements by RD 2062, it is expected that all of River Islands will have achieved the ULOP next year (2022). Therefore, RD 2062 will be prepared for Council consideration at a later date when the LOMR, including additional internal drainage improvements, are completed.

In June 2021, MBK Engineers, the District Engineer for RD 2062, prepared the "River Islands at Lathrop Phase 1 + 2 Areas Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report" or simply "Adequate Progress Report" ("2021 APR"). The 2021 APR serves as a strategic plan describing and outlining the steps that the RD 2062 and the City as the land use authority will use to ultimately implement 200- year levee improvements for Phase 1 and 2. RD 2062 Board of Trustees, acting as the Local Flood Management Agency, approved the 2021 Annual Report (Exhibit A of Attachment C)

One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board on the efforts in working toward completion of the flood protection system. RD 2062 has provided this report (Attachment D) to CVFPB on behalf of the District and the City.

The June 2021 APR describes the progress made in constructing Phase 2 levees since the issuance of a grading permit by the City in May 2019, including:

- Completion of the River Islands Phase 2 Levee Project construction.
- Preparation of deeds and the transfer of real estate rights (easements) to RD 2062 for the Phase 2 levees.
- Progress on Scour Prevention Projects, including evaluation of the potential for erosion and scour failure of the Stage 1 Interior Levee, Stage 2A Levee and Stage 2B Levee caused by failure of the Old River Levee, as well as a separate analysis for the erosion and scour failure of the Cross Levee, due to its proximity to the UPRR embankment. These evaluations were completed in 2020 and indicate that six "check dams" are required to address the scour potential. RD 2062 has made application to the Central Valley Flood Protection Board (CVFPB) for an encroachment permit to construct the check dams. It is expected the check dams would be completed in 2022, since the CVFPB is still processing this permit application.
- Progress on the completion of the RD 2062 Operation and Maintenance (O&M) Manual Modernization Project, with expected completion by the end of 2021.

REASON FOR RECOMMENDATION:

Approval of the 2021 Annual Adequate Progress Report Update for a 200-Year ULOP for the RD 2062 (River Islands Phase 1 and 2) Area, and submission by RD 2062 of this report to the CVFPB (Attachment D), allows the City of Lathrop, as a Land Use

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**ADOPT 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)**

Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to within the RD 2062 area, discretionary permits to commercial and ministerial permits (building permits) for new residential homes while RD 2062 continues to make progress toward establishing ULOP 200-year flood protection through December 2022.

FISCAL IMPACT:

There is no budget impact to the City as to date, all technical reports and studies have been funded by RD 2062 and River Islands at cost in excess of \$2 million. This includes City staff time to review these documents.

ATTACHMENTS:

- A. Resolution Adopting 2021 Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, Acting as the Land Use Agency
- B. Vicinity Map of River Islands Levee System
- C. Letter from RD 2062 to the City of Lathrop, as the Local Flood Management Agency dated, June 22, 2021, including;
 - o Exhibit A: River Islands at Lathrop Phase 1+2 Areas Report of Adequate Progress Towards Urban Level of Flood Protection dated June 2021
- D. Draft Letter from RD 2062 to the CVFPB providing required notification of the Adequate Progress Finding

CITY MANAGER'S REPORT

PAGE 4

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

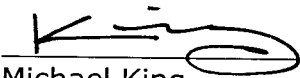
ADOPT 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

APPROVALS



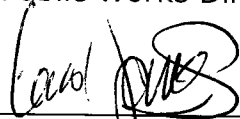
Glenn Gebhardt
City Engineer

7/6/21
Date



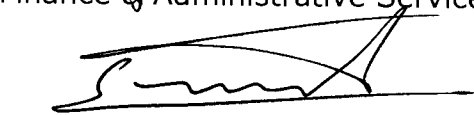
Michael King
Public Works Director

7/6/2021
Date



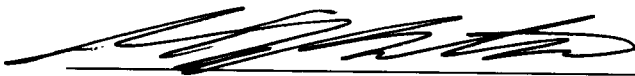
Cari James
Finance & Administrative Services Director

7/6/2021
Date



Salvador Navarrete
City Attorney

7-6-2021
Date



Stephen J. Salvatore
City Manager

7.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF LATHROP ADOPTING 2021 ADEQUATE PROGRESS FINDINGS TOWARD PROVIDING A 200-YEAR URBAN LEVEL OF FLOOD PROTECTION IN PHASES 1 AND 2 LEVEES OF ISLAND RECLAMATION DISTRICT 2062 BY THE YEAR 2025, ACTING AS THE LAND USE AGENCY

WHEREAS, California Senate Bill 5 (SB5), passed in 2007 and later amended by various bills, requires the State to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP), which was approved by the Central Valley Flood Protection Board (CVFPB) in June 2012; and

WHEREAS, SB5 also required all cities and counties in the Central Valley to incorporate the CVFPP into their general plans by July 2, 2015 and into their zoning ordinances by July 2, 2016, and both actions were completed by Lathrop within the deadlines; and

WHEREAS, SB5 restricted development beyond July 2, 2016 unless the land use agency makes a finding related to an Urban Level of Flood Protection (ULOP), a 200-year level of flood protection; and

WHEREAS, on June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019 and July 13, 2020, the City Council approved an Adequate Progressing Finding Report (APF) toward provision of 200-year ULOP in Island Reclamation District 2062 ("RD 2062"); and

WHEREAS, RD 2062, as the local maintenance agency for the levee system associated with the River Islands at Lathrop project, has provided the City documentation for the 2021 APR conformation with SB5 which allows development to continue within the River Islands at Lathrop Phase 1 and 2 Areas; and

WHEREAS, RD 2062 will transmit letter to CVFPB for the 2021 APF report update for ULOP should the Council adopt this resolution and approve the 2021 APR; and

WHEREAS, the 2021 APF pursuant to Government Code Section 65962 approved with the passage of this resolution, with the City as the local land use agency, will allow the City to approve discretionary and ministerial permits within the River Islands at Lathrop Phase 1 and 2 Areas; and

WHEREAS, this 2021 APF is based on substantial evidence in the record, including the 2021 Annual Report of Progress provided by RD 2062 as drafted by its District Engineer, included as Attachment C to the July 12, 2021 City Manager's Report and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the Land Use Agency as defined by State law, hereby adopts this Adequate Progress Finding pursuant to California Government Code Section 65962 based on substantial evidence in the record, including Attachment C to the July 12, 2021 City Manager's Report, that adequate progress towards providing a 200-year Urban Level of Flood Protection by the year 2025 for the River Islands at Lathrop Phase 1 and 2 is being made.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

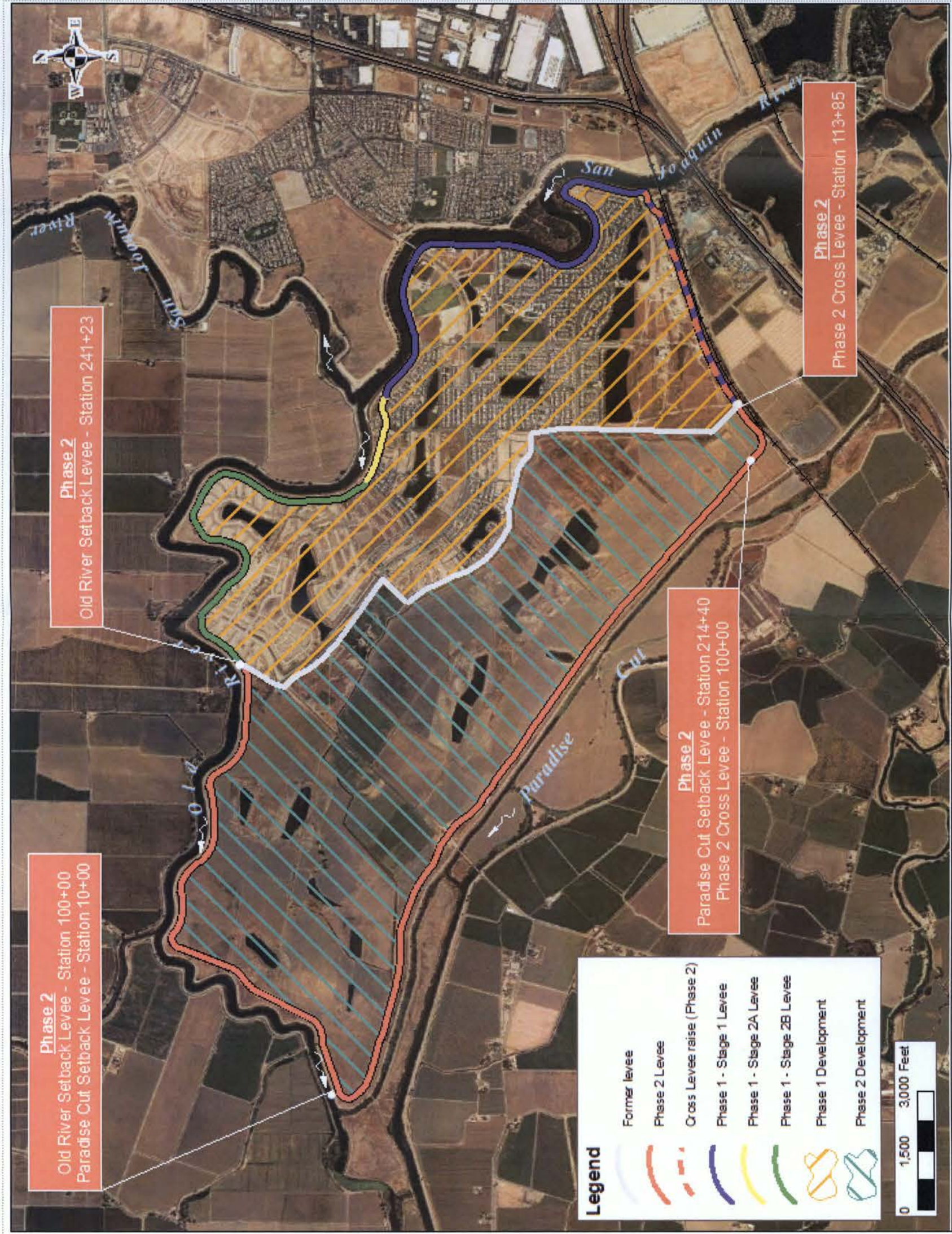
Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney



ISLAND RECLAMATION DISTRICT No. 2062

STEWART TRACT – SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 22, 2021

Mr. Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

Re: Adequate Progress Finding for Phases 1 and 2 – River Islands at Lathrop

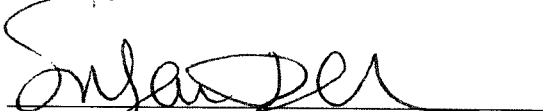
Dear Glenn,

At its June 21, 2021 special meeting, the Island Reclamation District 2062 Board of Trustees (RD 2062) unanimously adopted Resolution 21-3, approving "*The River Islands at Lathrop Phases 1 & 2 Areas Report of Adequate Progress Towards Urban Level of Flood Protection Annual Report* ("2021 Annual Report") and directed the President to provide the Annual Report to the City for adoption of an Adequate Progress Finding ("APF").

Substantial evidence is provided in the Annual Report that meets California Government Code Section 65007(a). This includes the required Engineer's Report, prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating that the development project and proposed subdivision will have an urban level of flood protection at the time when the flood protection system is completed. The Engineer's Report, drafted by MBK Engineers as the District Engineer, fulfills this requirement and is included in the Annual Report. The District and River Islands continues to improve the urban levee system within RD 2062, with only ancillary improvements and actions required to meet the ULOP Criteria.

The Annual Report is enclosed with this letter for your review and the City Council's adoption at their next available meeting.

Sincerely,


SUSAN BELL'OSSO
President, RD 2062

Encl.: 2021 Annual Report – Phases 1 and 2 Areas

RD 2062



RIVER ISLANDS AT LATHROP PHASE 1 + 2 AREAS

REPORT OF ADEQUATE PROGRESS TOWARDS URBAN LEVEL OF FLOOD PROTECTION

ANNUAL REPORT

JUNE 2021

Prepared by:

MBK 
ENGINEERS

455 University Avenue, Suite 100
Sacramento, California 95825

PURPOSE

Beginning in 2016 and continuing through 2020, the City of Lathrop adopted a finding of adequate progress (APF) toward an Urban Level of Flood Protection (ULOP) for the River Islands at Lathrop, Phase 1 urban area, and in 2020 adopted an APF for the Phase 2 urban area, both protected by the RD 2062 levees. When a local land use agency makes an APF, as described in the *Urban Level of Flood Protection Criteria* (ULOP Criteria), issued by the Department of Water Resources in 2013, Government Code Section 65007 (a) (5) requires the Local Flood Management Agency annually report to the Central Valley Flood Protection Board (CVFPB) on the progress toward the completion of the flood protection system. This report serves as that Annual Report for 2021. As required by the ULOP Criteria, this report will be made publicly available at www.ci.lathrop.ca.us.

RD 2062 is the local flood management agency. This report has been prepared by RD 2062's District Engineer, MBK Engineers.

ADEQUATE PROGRESS FINDING

The City of Lathrop's APFs were based on several supporting documents including:

- › RD 2062's March 2016 *River Islands at Lathrop Stage 1 Levee System, Urban Level of Flood Protection Engineer's Report*;
- › RD 2062's January 2017 *River Islands at Lathrop Stage 2A and 2B Levees, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report*;
- › RD 2062's February 2017 *River Islands at Lathrop, Phase 1 Area, Report of Adequate Progress towards an Urban Level of Flood Protection* (APF Report);
- › RD 2062's August 2020 *River Islands at Lathrop Phase 2 Levee, Adequate Progress Towards an Urban Level of Flood Protection Engineer's Report*; and
- › RD 2062's August 2020 *River Islands at Lathrop Phase 2, Report of Adequate Progress Towards an Urban Level of Flood Protection*.

These documents collectively describe an attainable, reasonable approach toward providing an urban level of flood protection for the River Islands at Lathrop, Phase 1 and Phase 2 Areas by 2025. Specifically, these documents describe the levee system and the urban area it protects; provide substantial evidence, including data and references, demonstrating the levee system will provide an urban level of flood protection; and the scope, schedule, cost and identified sources of funding and their expected timing to provide an urban level of flood protection. The Engineer's Reports and APF Reports are hereby incorporated by reference.

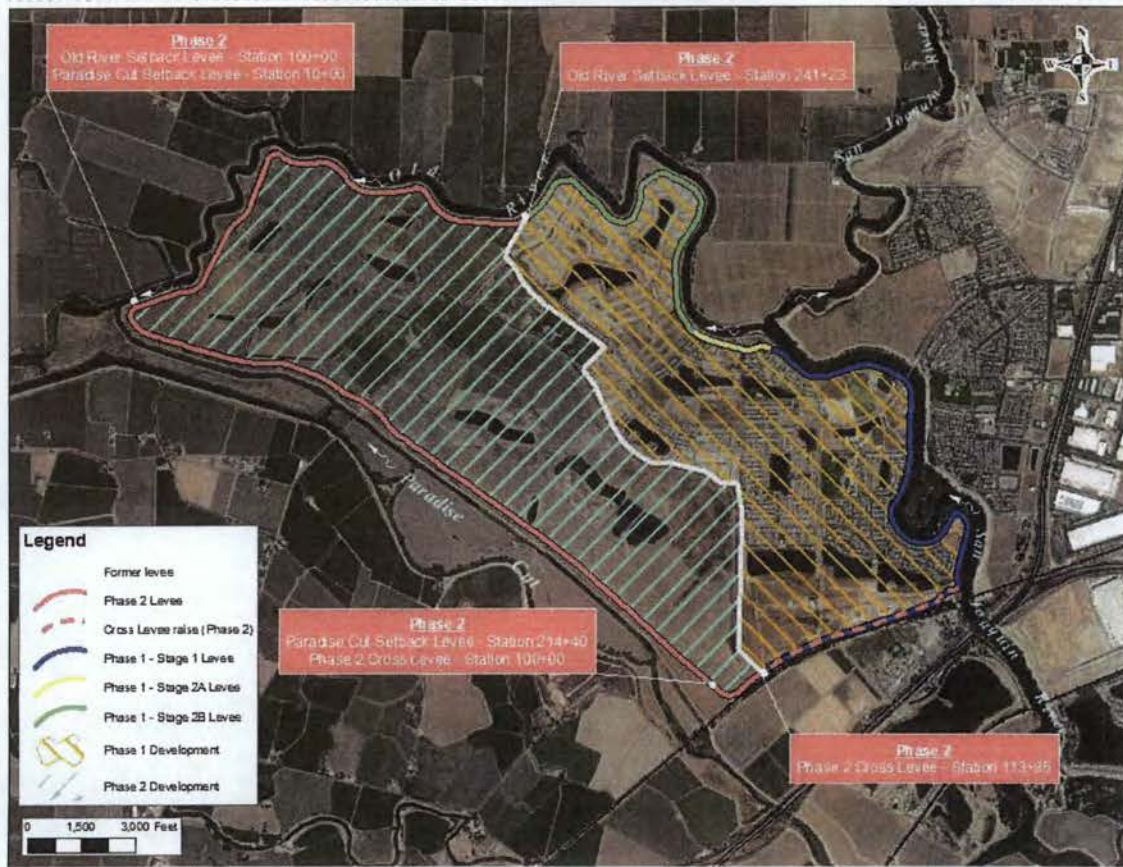
Pursuant to DWR's ULOP Criteria, a finding based on adequate progress has an effective period of 10 years or until the finding is superseded, whichever is sooner, provided that the adequate progress requirements per California Government Code Section 65007(a) are met. Based upon this criterion, the finding made by the City of Lathrop based upon the APF is valid until December 31, 2025,¹ so long as the requirements of Government Code §65007(a) are met by RD 2062, the local flood management agency.

¹ Pursuant to Government Code Sections 65865.5, 65962, and 66474.5, for area protected by SPFC levees, an urban level of flood protection shall be achieved by 2025, therefore, after 2025, a local agency can no longer rely on findings of adequate progress after 2025 for an area protected by SPFC levees.



CURRENT URBAN LEVEE SYSTEM

As described in the reports listed above, River Islands at Lathrop has built the urban levee system in phases. For each new phase of work, a new ring levee was designed and constructed to join with the previous phase. Thus, with each new ring levee, the resulting interior levees were removed, and a larger ring levee was formed. The current levee configuration for the River Islands at Lathrop Phase 1 and 2 Areas is shown below. This figure reflects the construction and connection of the Phase 2 levee with the Phase 1 levees (at one end with the Phase 1, Stage 2B levee, and at the other end with the Phase 1, Cross levee). The Phase 2 levee supersedes the need for the interior portions of the Phase 1 levee, and these portions are identified as "Former levee" in the figure.



PROGRESS

The Phase 1 APF Report identified two construction projects as being necessary to provide an urban level of flood protection to the Phase 1 Area: the River Islands Stage 2B Levee Project (Stage 2B Levee Project) and the scour prevention projects. The Stage 2B Levee Project was completed as reported in the 2018 annual report.

Two construction projects were also identified as being necessary to provide an urban level of flood protection to the Phase 2 Area in the Phase 2 APR Report: a scour prevention project, similar to that required for Phase 1, and installation of relief wells.

Finally, both the Phase 1 and Phase 2APF Reports identified non-structural actions required for certification of the levee system.

For simplicity and clarity, and because the Phase 1 levees and Phase 2 levee now protect a single and common urban area, this report and future reports will consolidate the required actions to provide a 200-year level of flood protection to the River Islands at Lathrop urban area. The status of these actions is described below.

SCOUR PREVENTION PROJECTS

As part of the IPE review of the Phase 1 substantial evidence record, the IPE requested that River Islands evaluate the potential for erosion and scour failure of the new urban levees caused by failure of other embankments (i.e., the federal perimeter project levees and the UPRR embankment).

Initial evaluation and design of the scour prevention projects was completed in 2020 and includes a series of landside fill embankments, i.e. "check dams", located between the Phase 1 and 2 levees and the Federal Project levees. The check dams will reduce the exposure time to erosive hydraulic shear stress on the landside of the interior levees in the event of breach along the Federal Project levee and/or the UPRR embankment. Additional and advanced engineering and design began in 2021 using higher resolution hydraulic inputs and more robust scour evaluation tools. As a result, the encroachment permit application submitted by RD 2062 in 2020 may require revisions pending the outcome of the additional scour analysis.

Schedule

The schedule for this action has changed since last year. Initial evaluations of the potential for erosion and scour failure were completed in 2020, but additional evaluation and advanced engineering and design is ongoing. If revisions to the encroachment permit application are needed, they are expected to be completed in 2022 and construction could commence later in 2022.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Scour Prevention Project – Old River & Paradise Cut – Design and Permitting	<i>Ongoing</i>	2022
Scour Prevention Project - Old River & Paradise Cut - Construction	2022	2023
Scour Prevention Project - UPRR – Design and Permitting	<i>Ongoing</i>	2022
Scour Prevention Project – UPRR - Construction	2022	2023
Note: Bold indicates a change in schedule.		

Costs and Expenditures

The estimated cost to construct the six check dams is \$75,000. The scour prevention projects will be funded by RID.



Delays and Changes

As described above, construction of the check dams has been delayed to perform additional evaluations and advanced engineering. This delay does not affect being able to certify the levee system for 200-year level of flood protection by 2025. There have been no significant changes to the project's approach.

PHASE 2 RELIEF WELLS

As part of the design of the Phase 2 levee, seepage analyses associated with the Paradise Cut Setback Levee indicated that underseepage mitigation will be necessary to achieve 200-year level of flood protection. A line of 28 relief wells is proposed between the Paradise Cut Setback Levee and the Main Drain between approximate levee stations 46+00 to 71+00 to intercept flow during high water events and reduce the exit gradient within the Main Drain.

Schedule

The schedule identified in the APF Report has changed. Relief well design was started in 2020 but has been put on hold while until completion of the engineering and design of the scour prevention project occurs.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
Phase 2 Relief Wells - Design	<i>Ongoing</i>	2022
Phase 2 Relief Wells - Construction	2022	2022
Note: Bold indicates a change in schedule.		

Costs and Expenditures

The relief wells are estimated to cost \$50,000, and will be funded by RID.

Delays and Changes

Design of the relief wells was started in 2020 but has been put on hold while the advanced engineering and design for the scour prevention projects occurs. This delay does not affect being able to certify the levee system for 200-year level of flood protection by 2025. There have been no significant changes to the project's approach.

RD 2062 O&M MODERNIZATION AND RIGHT-OF-WAY

The ULDC provides requirements to support a modern levee program. This includes ensuring robust operations and maintenance (O&M) practices and procedures and appropriate right-of-way are in place for urban levees. The scope identified in the APF Report remains the same and progress continues to be made. River Islands has granted easements to RD 2062 for the entire embankment, 20 feet landward of the landside toes, and 15 feet waterward of the waterside toes for the Stage 1 levees in 2016 and the Stage 2A and Stage 2B levees in 2018. River Islands is currently in the process of granting easements to RD 2062 for Phase 2 levee.



Schedule

The schedule for this action has not changed since the last report. A new O&M Manual for the levee system continues to be developed while the Phase 1 and 2 levees are modified (i.e., levees are built and removed, features are added). Completion of the effort is expected after the construction of the scour prevention projects, scheduled in 2022. Easements to RD 2062 for Phase 2 will be recorded later this year.

ACTION	ESTIMATED START	ESTIMATED COMPLETION
RD 2062 O&M Modernization	<i>Ongoing</i>	2021
RD 2062 Transfer of Real Estate Rights for Phase 2 Levee	<i>Ongoing</i>	2021

Costs and Expenditures

Progress on the RD 2062 O&M Modernization effort and is not being tracked by costs and expenditures, but instead through production of deliverables such as technical memoranda, updated O&M Manual chapters, plans, etc. A high-level cost estimate for performing the work is \$25,000. RD 2062 will accomplish these tasks using funds obtained through its annual assessment and/or through funds provided by RID.

Delays and Changes

There have been no significant delays in developing a new O&M Manual and program for the levee system, nor were there any significant changes to the project's approach. However, as described above, the O&M modernization will continue to progress until after construction of the scour prevention projects, representing the last construction efforts for urban area.

CONCLUSION

RD 2062 continues to make progress towards providing an urban level of flood protection to the River Islands combined Phase 1 and Phase 2 Areas by 2025. RD 2062 will continue to make progress and report on this progress annually. The next annual report will be submitted in June 2022 unless the entirety of levee improvements for River Islands (Phases 1 and 2) are complete and an Engineer's Report and other support documentation will be provided in support of the ULOP.



**ISLAND RECLAMATION DISTRICT No.
2062**

STEWART TRACT - SAN JOAQUIN COUNTY

73 W. Stewart Road

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

July 13, 2021

Ms. Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

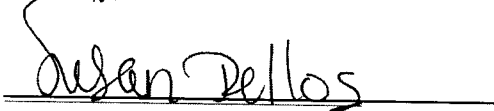
Re: Annual Report of Progress - River Islands at Lathrop Phase 1 and 2 Areas, Lathrop, CA

On July 12, 2021, the City of Lathrop City Council adopted a resolution making an Adequate Progress Finding for the River Islands at Lathrop Phase 1 Area and Phase 2 Area, respectively. In accordance with the requirements of Government Code §65007 (a) and the Urban Level of Flood Protection Criteria issued by the Department of Water Resources in 2013, Island Reclamation District No. 2062, as the local flood management agency, respectfully submits the enclosed annual report of progress towards providing an urban level of flood protection for the River Islands at Lathrop Phase 1 and 2 urban areas. This report is available to the public at the following website: www.ci.lathrop.ca.us.

In addition, RD 2062 is transmitting a memorandum prepared by its engineer regarding the levee system's adaptability to climate change.

Questions on the matter may be referred to Ms. Claire Marie Turner at turner@mbkengineers.com or 916-456-4400.

Sincerely,



SUSAN DELL'OSSO
President, RD 2062

Encl.: 2021 Annual Report
MBK Memorandum to Gebhardt, City Engineer, City of Lathrop

cc: Glenn Gebhardt, City Engineer
Claire Marie Turner, MBK Engineers

ITEM 4.11

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

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

RECOMMENDATION: **Adopt a Resolution 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**

SUMMARY:

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

On June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019 and July 13, 2020, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-Year ULOP in Reclamation District 17 Basin (hereinafter referred to as the Mossdale Tract Area). This allowed the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes for a limited period subject to ongoing validation of that finding. One of the ongoing requirements is to annually report to the Central Valley Flood Protection Board on the efforts in working toward completion of the flood protection system. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

Based on the approval by San Joaquin Area Flood Control Agency (SJAFC) of the 2021 Annual Adequate Progress Report Update (Attachment B) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2028, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016. This would allow the City of Lathrop to continue to issue, within the Mossdale Tract, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes through December 31, 2022.

BACKGROUND:

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

The existing Mossdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mossdale Tract Area, in coordination with RD 17, have been jointly pursuing efforts to achieve ULOP by 2025. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

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

This 2021 Annual Adequate Progress Report Update (Attachment B), in combination with other documentation submitted by SJAFCA as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."

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

The June 2016 APR described several aspects including:

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

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

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

The 2021 Annual Adequate Progress Report Update was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

Based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response. A comprehensive update of SJAFCA's Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million.

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

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2021 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB (Attachment C), allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2028.

FISCAL IMPACT:

Initially, all technical reports were been funded by the Cities of Lathrop and Manteca and our development community. Recently, these funds have been supplemented by advanced funds from Stockton, the County of San Joaquin, and the State of California via an Urban Flood Risk Reduction grant. The future cost will be provided by outside funding sources identified in the 2021 Annual Adequate Progress Report Update.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop, Acting as the Land Use Agency, Validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area
- B. 2021 Annual Adequate Progress Report Update for Urban Level of Protection Final Report, dated June 25, 2021
- C. SJAFCA Letter dated, June 29, 2021 to CVFPB transmitting the 2021 Annual Adequate Progress Report Update for Urban Level of Protection


CITY MANAGER'S REPORT

PAGE 5

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN RD 17

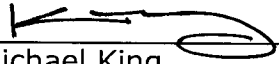
APPROVALS:



Glenn Gebhardt
City Engineer

7/6/21

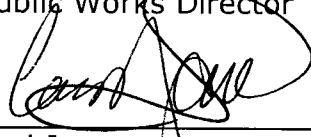
Date



Michael King
Public Works Director

7/6/2021

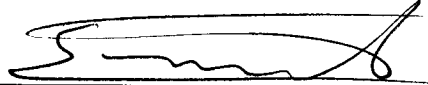
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Cari James
Administrative & Finance Services Director

7/6/2021

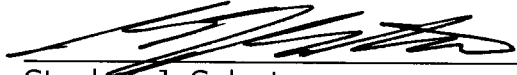
Date



Salvador Navarrete
City Attorney

7.6.2021

Date



Stephen J. Salvatore
City Manager

7.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP 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

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

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

WHEREAS, on June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019 and July 13, 2020, the City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Reclamation District 17 basin (hereinafter referred to as the Mossdale Tract Area); and

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

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

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

WHEREAS, AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028; and

WHEREAS, based on the approval by SJAFCA of the 2021 Annual Adequate Progress Report Update (included as Attachment B to the July 12, 2021 staff report) for a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the Year 2025, staff requests that the City Council adopt a resolution validating prior findings of Adequate Progress made by the City on June 20, 2016; and

WHEREAS, based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response; and

WHEREAS, a comprehensive update of SJAFCA's Project was prepared in to 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016, Finding of Adequate Progress toward providing a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028, based upon the 2021 Annual Adequate Progress Report Update (included as Attachment B to the July 12, 2021 staff report ("Adequate Progress Finding")); and

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

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mossdale Tract Area are expected to have 200-year flood protection by 2028.

The foregoing resolution was passed and adopted this 12th day of July, 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



LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240

Sacramento, CA 95833

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

Mossdale Tract Program: **2021 Annual Adequate Progress Report Update**

FOR URBAN LEVEL OF PROTECTION

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
June 25, 2021

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APPENDICES

- Appendix A: San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change
- January 29, 2021, Technical Memorandum Prepared by Kjeldsen Sinnock & Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Adjustments for Climate Change – Consolidated Cost Estimate
- Appendix B: San Joaquin Area Flood Control Agency Resolution No. 18-21: Adopting the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee and Authorizing the Executive Director to Execute a Collection Agreement (*excluding* the final Nexus Study)¹
- Executed Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee
- San Joaquin Area Flood Control Agency Resolution No. 19-15: Resolution Approving the form of Fee Crediting Agreement and Authorizing the Executive Director to Execute Agreement(s)

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

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

Development Impact Fee Program Supporting Tables

Appendix C: RD 17 LSRP Project Supporting Tables

Appendix D: Overlay Assessment District Revenue Analysis Supporting Tables

Appendix E: EIFD Analysis Supporting Tables

LIST OF ABBREVIATIONS

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

PBI	Peterson Brustad, Inc.
RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
the Plan	Infrastructure Financing District Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

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

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

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

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

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

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

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

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

Regarding the last bullet, the LFMA must annually document:

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

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

*This **2021 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements of the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

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

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The 2016 APR, in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*

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

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover Memorandum titled “Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee” met the requirement at that time.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer’s Report. The panel’s report dated May 24, 2016, titled “Independent Review of Urban Levee Design Criteria Evaluation, March 2016” fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt with the City of Lathrop and Mr. Kevin Jorgensen with the City of Manteca, dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The 2016 APR, in combination with other documentation prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The 2016 APR addressed how the flood protection system that will provide ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

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

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

Subsequent Annual reports have been submitted by SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, to the CVFPB as follows:

- On June 28, 2018, SJAFCA transmitted the 2018 Annual Adequate Progress Report Update.
- On June 28, 2019, SJAFCA transmitted the 2019 Annual Adequate Progress Report Update.
- On June 30, 2020, SJAFCA transmitted the 2020 Annual Adequate Progress Report Update.

In an effort to address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the costs of complying with the policy (also included in **Appendix A**).

The 2020 Annual Report included the costs of compliance with the adopted Climate Adaptation Policy as part of the financing plan presented within it, but also noted that an evaluation of whether the proposed improvements met the appropriate standard of protection. The evaluation of the Climate Adaptation Policy improvements has been completed and additional materials have been prepared ensure that the evidentiary requirements of DWR's ULOP criteria can continue to be met considering climate change. Those materials include:

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *A team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare a report dated June 18, 2021, compiled under a Cover Memorandum titled "2021 Climate Change Update to the Mossdale Engineer's Report." The materials included within report were presented to the IPE in April 2021 for their review and comment.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Robert Lokteff, and Thomas Plummer was engaged to review the 2021 Climate Change Update to the Mossdale Engineer's Report. The panel's report dated June 1, 2021, titled "Independent Panel of Experts for RD 17 200-Year Level of Protection Project Climate Change Update."*

- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Chris Elias, dated June 18, 2021. Mr. Michael Rossiter, P.E. of PBI prepared the response. This letter fulfilled the response requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *This 2021 APR, in combination with the documentation prepared by the LFMA, supports the evidentiary requirements of Adequate Progress. This 2021 APR addresses how the flood protection system, as described within 2016 and 2021 Climate Change Update Engineer's report that will provide ULOP will be funded and financed. This 2021 APR describes the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system. Further, this 2021 Annual Adequate Progress Report Update is intended to continue to address the requirements of Government Code Section 65007 (a)(5). "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."*

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

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA and RD 17 are pursuing efforts to achieve ULOP by the required deadline, 2028.⁴

The LFMA's plan for flood protection through the year 2028 consists of two components: (1) RD 17's ongoing Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Project).

The Project, as described previously in the 2016 APR, consisted of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were developed to meet the appropriate standard of protection based on information known at that time. As noted above, as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response.

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

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, is currently awaiting permission to construct the final portions of the Phase 3 LSRP improvements.

Since completion of the 2016 APR, a cumulative total of approximately \$15.6 million of LSRP improvements (an additional \$1.0 million since June 2020) have been completed including the construction of seepage berms during and after the storms of February 2017. In addition, the RD 17 Levee Area Public Financing Authority, a Joint Powers Authority (JPA) set up by agencies in the Mossdale Tract Area, issued \$20.85 million of bonds in 2017 to both refinance a prior financing from 2009 and to generate additional net new proceeds for flood control improvements of \$6.531 million. These funds have been utilized by RD 17 to continue to advance the LSRP over the last 36 months along with Payments from DWR.

To continue construction, RD 17 has been advancing through both Federal and State permit processes for its remaining work prior to the work completed in February 2017. In January 2019, USACE introduced guidelines for the new Categorical Permission for Section 408 Requests. The Categorical Permission process was created

⁴ AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028.

to streamline the review and decision process for USACE 408 requests for low impact levee alterations. With seepage berm alterations qualifying for the new Categorical Permission process, RD17 requested and received USACE Section 408 Categorical Permission for ten of the eleven seepage berms in the Phase 3 LSRP. The expedited Categorical Permission process enabled the Phase 3 Seepage Berm project construction to be completed in 2019 and 2020 ahead of the anticipated acquisition of the full project 408 permission which is expected in August 2021. RD 17's Phase 3 seepage work completed over the last 24 months includes the construction of seepage berms and chimney drains along more than 1.5 miles of levee within RD 17. The remaining work on the LSRP will continue to progress through the USACE regulatory review process and is now scheduled to resume construction in 2021. This work will include the construction of 4 remaining cutoff walls and a small setback levee.

Since June 2016, the City of Lathrop secured 50% funding for \$10 million of work (total of \$5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility analysis of a focused array of alternatives which address State estimates of climate change through 2040. In January of 2019, the grant funding agreement transitioned to SJAFCA. The scope of this work is now estimated to cost approximately \$1,170,000. The remaining funds from DWR are able to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of a preferred alternative. As of the date of this 2021 Annual APR Update, the feasibility study portion of the scope of work is complete and the report has been transmitted to DWR for final review. This feasibility study effort incorporates climate change uncertainties and addresses issues that SJAFCA hopes will lead to Federal participation in the Project. While further Federal interest in the Mossdale Program is being evaluated, SJAFCA has identified that certain common features of all of the UFRR feasibility study alternatives overlap in part with features of the ULOP Project. As such, SJAFCA has advanced an alternatives analysis, with funding generated from Development Fees, a main common feature which is the dryland levee extension South of Manteca. To further advance this effort, SJAFCA has taken the following actions:

- SJAFCA awarded a contract to Wood Rodgers to commence an alternatives analysis that considers foundation geotechnical and hydraulic studies as well as technical issues, community impacts and stakeholder input to for the alignment of the dryland levee.
- As part of SJAFCA's Fiscal Year 2021/22 budget adoption, an additional \$1,450,000 was augmented to the Mossdale CIP budget to further advance implementation.
- As described above, SJAFCA updated and augmented the substantial evidence to support ULOP with the Climate Change update to its Engineer's Report.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report and 2021 Update identify two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
 - a. Phase 1 (Completed 2008-09)

- b. Phase 2 (Completed 2009-11)
- c. Phase 3 (Construction Commenced 2016 - Completion scheduled in 2022)
- 2. **SJAFCA Project⁵** is being pursued as Phase 4 and includes the following outlined steps:
 - a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
 - b. Additional Climate Change related analyses and update to the ULDC engineering analysis to consider SJAFCA's Adopted Climate Adaptation Policy (completed June 18, 2022)
 - c. Design and environmental evaluation of levee improvements to cure ULDC deficiencies (expected to commence July 2022)
 - d. Implement levee improvements to cure ULDC deficiencies.

Schedule

On September 28, 2020, the Governor signed into law AB 838 which modified the year in which ULOP must in place for the Mossdale Tract. This law extended the deadline from 2025 to 2028. The following schedule of milestones provides the LFMA's updated current plan to implement the levee improvements by 2028. In addition, the Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
Phase 3: RD 17 LSRP	10/31/2022
Phase 4: SJAFCA Project	
Environmental Documentation	10/31/2022
Right of Way Acquisition ⁶	12/31/2024
Engineering Design ⁷	12/31/2026
Construction	10/31/2028
Permitting & Compliance ⁸	12/31/2028

Total Program Costs

Since the 2016 APR, an updated cost estimate consolidating all component of the project into a single estimate has been prepared. **Table 1** summarizes the total costs for the LSRP and SJAFCA Projects. The total estimated design, permitting, and construction project costs of the LSRP in actual dollars in actual and expected dollars to complete construction is **\$73.0 million**. A comprehensive update of SJAFCA's Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately **\$230.01 million**.⁹

⁵ Throughout this report the Phase 4 Project was formerly known as the "Fix-In-Place" Project with the inclusion the extension of the dryland levee in Manteca.

⁶ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.

⁷ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2022.

⁸ Reflects required permitting and ongoing mitigation and monitoring requirements.

⁹ Reference Appendix A - January 29, 2021 Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area ULDC Climate Change Adjustment: Consolidate Cost Estimate.

Table 1
Mosssdale Tract: 2021 Adequate Progress Report
Program Cost Summary

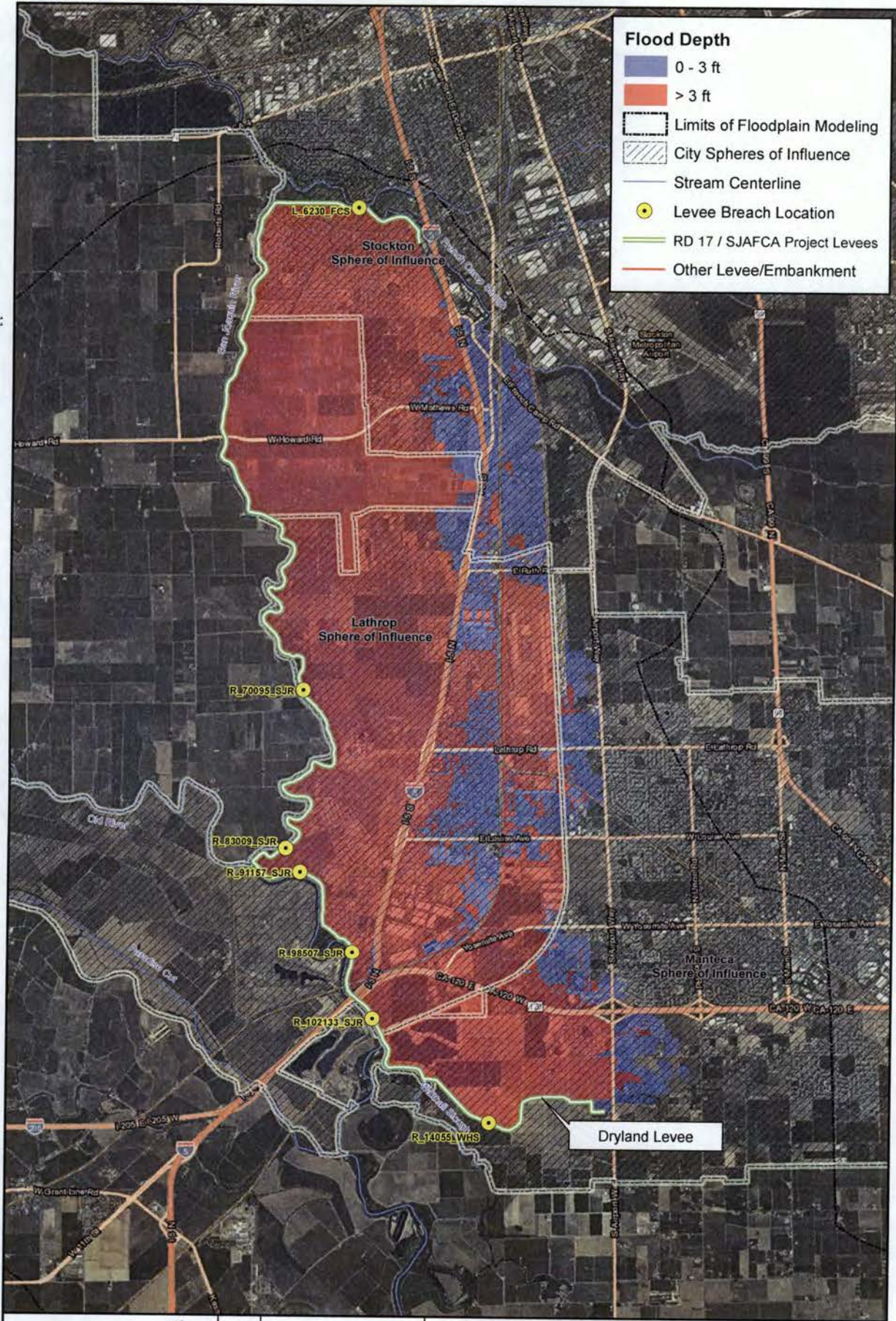
Project Phase	Actual Projected Costs to Complete (2021\$)	Updated Project Costs Including Climate Adaptation (2021\$)
LSRP Phase 1	\$2,665,761	
LSRP Phase 2 <i>(including Parks)</i>	\$12,951,358	
LSRP Phase 3	\$57,371,374	
SJAFCA Project		\$230,009,000
Total Cost	\$72,988,492	\$230,009,000

Source: Peterson Brustad, Kjeldsen Sinnock & Neudeck

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.¹⁰ The overall area removed from the floodplain as a result of completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

¹⁰ This figure has been updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.



PETERSON, BRUSTAD, INC.
ENGINEERING - CONSULTING
1180 Iron Point Rd., Suite 260
Folsom, CA 95630
Phone: (916) 608-2212
Fax: (916) 608-2232



0 1
Miles
1 inch = 1 mile
MAY 6, 2016

SJAFCA: LOCAL FLOOD MANAGEMENT AGENCY
**200-YEAR FLOODPLAIN DEPTHS FOR
AREAS PROTECTED BY LEVEES**

FIGURE
1

Project Funding and Financing Approach

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

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

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

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

formation effort of the EIFD in May 2019 and is advancing this effort in coordination with the member agencies. It is expected that the EIFD will be in place prior to August 2022 and generating revenues by FY 2022/2023.

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

Governance Approach to Funding & Implementation

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

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2021 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent to that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the remaining costs as of March 2021 for the RD 17 LRSP as summarized in **Table 2** below. **Table 2** shows the split of costs between the State and RD 17 and the percentage of remaining project costs based on the amount expended in the last 12 months.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by PBI and KSN for the Phase 4 Project as of January 2021 which are inclusive of the Climate Adaptation update. The cost estimates have been prepared as part of the coordinated effort to prepare the Climate Adaptation Update to the Engineer's Report.

Sources & Uses

An updated financing plan prepared for the implementation of the remaining levee improvements is shown in **Table 4**. **Table 4** presents and sources and uses statement based on an updated cash flow reflective of the progress of the work over the past year and projected completion of the Project in 2028. Additionally, **Table 4** shows the identified revenues that provide the basis for the conceptual financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP will continue to fund seepage remediation work until completion in 2022. This financing plan has been updated to reflect the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LSRP Project is now 60%/40% State versus Local Funding.
- The Cities, RD 17, and/or their developer partners, would continue to cash flow the design of the Phase 4 Project and the implementation of the contemplated funding mechanisms until the formation of the OAD and/or EIFD in 2022 from either cash reserves or developer advances. The amount of cash flow provided would be net of any Regional DIF received. The total funding received including previously advanced funds is approximately to be \$7.7 million. All contributions from development

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

- Net revenues from RD 17's implementation of the LSRP, including retention releases and net RD 17 Assessment revenues after debt service, would be available to help fund Phase 4 Project expenses.
- SJAFCA establishes the following funding mechanisms:
 - A Regional DIF program collecting revenues in 2018.¹¹
 - A new OAD in place to collect revenues in FY 2022/2023.
 - A new EIFD covering the properties directly benefiting from the project. The EIFD would have a base of FY 2022/2023 and start receiving revenues in FY 2023/2024.
 - A bond authorization to securitize both new OAD and EIFD revenues would take place in FY 2024/25. The proceeds from the bond authorization would be used to fund construction costs of the Phase 4 Project.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

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

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

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

Within the 2020 Annual APR Update, the analysis associated with Government Code §65007(a)(2)(A) was updated. As noted above, **Table 5** presents the updated schedule of revenue and expense projections in order to demonstrate progress of the Project as it relates to the requirements of Government Code §65007(a)(2)(A). Because of permitting and funding delays related to the LSRP project, the estimates, including the overall costs and timing of expenses, as well as the schedule of revenues, was updated relative to the 2019 Annual APR Update.

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

¹¹ This action has been completed.

the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,¹² they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended an additional \$1.0 million on the LSRP since in 2020. Further, RD 17 is currently acquiring permits and expected to complete a total of \$1.4 million of planned work in 2021/22.

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

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

¹² Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017 Note A – Summary of Significant Accounting Policies (Page 13) – "Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees."

Table 2
Mossdale Tract: 2021 Adequate Progress Report
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs [1]	Local 40% [2]	State 60% [2]
LSRP - Project Remaining Costs			
Phase 1 ROW Remaining Costs	0	0	0
Phase 2 ROW Remaining Costs	49,400	19,760	29,640
Phase 3 Remaining Costs	35,250,600	14,100,240	21,150,360
Total Remaining Cost	\$35,300,000	\$14,120,000	\$21,180,000
Remaining Costs as of APR (June 2020)	\$43,321,666		
Reduction in Remaining Costs [3]	\$8,021,666		
% of June 2020 Remaining Project Completed	19%		

Source: Kjeldsen Sincock & Neudeck (Updated by LWA)

[1] Remaining Costs as of March 2021.

[2] Amounts are approximate and net of retention withheld by the State on prior incurred Cost by RD 17.

Table 3
Mosssdale Tract: 2021 Adequate Progress Report
ULDC Project Engineer's Opinion of Probable Cost

Item	Base Project Total Costs (2021\$)
Soft Costs	
Admin / Planning	9,158,000
Environmental / Permitting	5,724,000
Surveying / Engineering	13,736,000
Construction Management	13,736,000
Mitigation	3,435,000
Subtotal: Soft Costs	45,789,000
Construction	114,455,000
Right-of-Way Acquisition (existing deficiencies)	14,284,000
Right-of-Way Acquisition (new construction improvements)	3,206,000
Subtotal: Right of Way	17,490,000
Dryland Levee Extension Alternative:	52,275,000
Total Cost	\$230,009,000

Source: Kjeldsen Sinnock & Neudeck Technical Memorandum dated January 29, 2021 Consolidated Cost Estimate of SJAFCA Mosssdale Tract Area ULDC Climate Change Adjustment.

Table 4
Mossdale Tract: 2021 Adequate Progress Report
ULOP Adequate Progress Sources & Uses Statement (through 2026)

Item	Total [1]	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,665,761	
LSRP - Phase II (including Parks)	\$ 10,295,976	
LSRP - Phase III [2]	\$ 60,026,756	
Subtotal: LSRP Expenditures	\$ 72,988,492	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 1,554,259	
Subtotal: ULOP Program Planning & Implementation	\$ 4,783,568	
<u>SJAFCFA Project Expenditures</u>		
Soft Costs	\$ 51,747,220	
Construction Costs	\$ 132,885,132	
Right-of-Way	\$ 20,693,768	
Dryland Levee Extension	\$ 60,654,014	
Subtotal: SJAFCFA Project Expenditures	\$ 265,980,134	
Total Project Uses	\$ 343,752,194	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 43,793,095	[2]
State UFRR Funding (Preliminary Design Only)	\$ 3,833,330	[3]
Subtotal State Funding	\$ 47,626,425	
Local Funding Sources		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 34,680,232	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 29,589,194	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 27,645,547)	[6]
<u>SJAFCFA Project Funding</u>		
Developer Advances / City Funding	\$ 3,542,659	[7]
SJAFCFA Overlay Assessment - ULDC	\$ 63,800,386	[8]
Development Fee Program	\$ 58,572,923	[9]
EIFD Revenues	\$ 22,501,109	[10]
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 165,800,000	[11]
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	(\$ 53,392,707)	[12]
Subtotal Local Funding	\$ 297,448,248	
Total Project Sources	\$ 345,074,674	
Total Project Sources less Uses	\$ 1,322,480	

Source: LWA

[1] Total Amounts between 2010 & 2026 including escalation

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

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

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

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

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

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

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

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

[10] EIFD revenues collected during period of implementation.

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

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

Table 5
Mississauga Tract: 2021 Adequate Progress Report
ULOP Levee Program Cash Flow and Financing Analysis

Year	Reference (ULOP 2020)	Total	Credit (1)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
LSRP Beginning Balance																							
LSRP Expenditures																							
LSRP - Phase I	Table C4	2,665,761	2,630,649	4,736	5,416	3,256	1,147	999	15,610	3,948	-	-	-	-	-	-	-	-	-	-	-	-	-
LSRP - Phase II (Including Parks)	Table C4	10,295,976	3,756,668	4,105,206	494,457	1,435,354	20,792	23,748	33,658	123,106	16,423	68,108	-	26,380	10,076	-	-	-	-	-	-	-	-
LSRP - Phase III (2)	Table C4 & Table C1	60,026,756	625,090	1,585,978	1,088,885	619,783	608,271	881,128	1,726,286	1,250,250	7,658,729	1,019,557	1,772,320	5,392,948	1,619,169	34,177,360	-	-	-	-	-	-	-
Total LSRP Expenditures		72,988,492	7,012,406	5,695,921	1,588,758	2,058,393	812,210	906,874	1,775,555	1,377,305	7,675,152	1,087,666	1,772,320	5,419,328	1,629,245	34,177,360	-	-	-	-	-	-	-
State Sources																							
State EIP Funding (State Share)	Table C3	39,585,652	-	1,991,867	2,355,408	420,838	1,041,086	-	-	-	-	-	354,808	9,228,635	733,160	15,379,812	-	8,080,038	-	-	-	-	-
State EIP Funding (Local Credit)	Table C3	4,207,444	-	1,077,688	473,025	31,194	576,149	-	-	-	-	-	1,637,387	412,081	-	-	-	-	-	-	-	-	-
Local Sources		34,680,232	-	1,925,564	2,478,092	2,379,632	2,399,375	1,852,919	1,956,198	574,322	18,734	758,286	1,859,830	1,826,664	1,783,571	1,806,496	1,829,497	1,852,565	1,875,688	1,875,688	1,852,565	1,875,688	1,898,856
Total LSRP Revenues		74,471,327	-	4,995,039	5,306,525	2,831,664	4,016,610	1,852,919	1,956,198	574,322	18,734	758,286	3,852,025	11,467,379	2,516,731	17,186,308	1,829,497	9,937,603	1,875,688	1,875,688	1,852,565	1,875,688	1,898,856
Preliminary Ending Balance LSRP Expenditures			(7,012,406)	(700,882)	(3,717,767)	(3,392,569)	(5,335,401)	(5,018,770)	(3,941,620)	(1,946,517)	(527,865)	(329,380)	(2,079,704)	(6,702,895)	(7,590,380)	(9,400,672)	(1,915,805)	(6,591,589)	(7,044,652)	(1,465,245)	(7,021,529)	(7,044,652)	(7,517,665)
RD 17 Bond Financing - 2009																							
Assumed Draws on Proceeds / Cash on Hand	Calculated (H)	22,112,954	7,012,406	2,360,381	161,085	-	-	-	-	-	-	-	-	1,426,267	1,424,367	7,080,981	-	-	-	-	-	-	-
Debt Service	Table C5	(9,131,984)	-	(1,659,399)	(2,293,453)	(1,261,669)	(1,262,875)	(1,257,794)	(1,192,120)	(1,238,474)	-	-	-	-	-	-	-	-	-	-	-	-	-
RD 17 Bond Refunding - 2016																							
Net New Proceeds	Assumed (A)	7,475,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Combined Debt Service post refunding	From C5	(18,513,963)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance LSRP Expenditures			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SIAFCA Project Expenditures		270,763,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SIAFCA Project Beginning Balance																							
SIAFCA Project Expenditures																							
Pre-Project Expenditures (PBI/WA/ETC)	Table B7	3,229,308	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funding Program Implementation Costs	Assumed	1,554,259	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Costs	Table 2	48,547,220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dryland Levee Planning Work (Wood Rodgers)	Table 2	3,206,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Costs	Table 2	132,885,132	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Right-of-Way	Table 2	20,693,768	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dryland Levee Extension	Table 2	60,654,014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SIAFCA Project Expenditures		270,763,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SIAFCA Project Revenues																							
State Sources																							
State UPFR Funding (PED Only)	UPFR Grant	3,433,330	-	-	-	-	-	-	-	-	-	-	-	958,333	2,874,998	-	-	-	-	-	-	-	-
State Funding (Future Bond)	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Sources																							
SIAFCA Overlay Assessment - ULDC	Overlay Model	63,800,386	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lathrop/Maintenance/Developer Advance Funding	(5)	3,542,559	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Development Fee Program	Table B2 (6)	56,572,923	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Regional EIP TI Revenues	Appendix F Table 2	22,501,109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total SIAFCA Project Revenues		152,750,407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Table 5
 Mossdale Tract: 2021 Adequate Progress Report
 ULOP Levee Program Cash Flow and Financing Analysis

Year	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Preliminary Ending Balance SIAFCA Project																						
LEVEE PROGRAM - STARTING BALANCE																						
Net Cash Flow LSPR					2,619,399	2,131,000	4,072,728	3,760,376	2,749,500	8,184,283	119,179	1,093,895	3,525,911	11,604,671	19,668,040	12,661,209	23,818,332	3,265,644	82,294,882	38,386,164	38,650,371	(167,440)
Net Cash Flow SIAFCA Project																						
Program Financing																						
Bridge Financing Costs (Developer Advances / Other)																						
Proceeds																						
AD & EFD Borrowing																						
Proceeds																						
Debt Service Costs																						
LEVEE PROGRAM - ENDING BALANCE					2,619,399	2,131,000	4,072,728	3,760,376	2,749,500	8,184,283	119,179	1,093,895	3,525,911	11,604,671	19,668,040	12,661,209	23,818,332	3,265,644	82,294,882	38,386,164	38,650,371	1,322,480

[1] Credit amounts shown for LSPR on Table C2
 [2] All remaining costs Phase I and Phase II costs added to Phase III.

[3] Amount needed to support project cashflows prior to 2017. Amount in 2017 is amount projected by RD 17. The amount is assumed to come from Bond Proceeds or Reserves available to support the LSPR.

[4] Amount based on RD 17 refunding bond issuance

[5] Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterprise and Developer committed funding. Reference Table B7

revenues based on projected absorption assumptions

to the extent that development absorption does not

[7] Prior to 2020, the net cash flows of the LSPR RD 17

Table 6
Mossdale Tract: 2021 Adequate Progress Report
Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by June 2021 for each Identified Revenue <i>Per 2021 APR</i>	Appropriation Applicable (Y, N or N/A)	Note <i>If Y - Details</i>	65007 (a) Check % Appropriated if Required
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 19,939,972	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
<i>Local Funding Sources</i>				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 19,813,187	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 13,607,606	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 5,697,181)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
State UFRR Funding (PED Only)	\$ 2,874,998	N/A	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771	N/A [4]
SJAFCA Overlay Assessment - ULDC	\$ 0	N/A	Future Source	N/A
Developer Advances / City Funding	\$ 3,542,659	N/A	Agreement / City Council Actions	N/A [5]
Development Fee Program	\$ 6,817,214	N/A	City Council Actions (Fee Programs)	N/A [6]
EIFD Revenues	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future EIFD / Assessment Overlay Financing (Debt Service Carry)	\$ 0	N/A	Future Source	N/A

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

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

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

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

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

[5] Based on data provided by the City of Lathrop, SJAFCA and known contract that have been authorized by Council action.

[6] As reported by the City of Lathrop and SJAFCA.

Table 7
Mossdale Tract: 2021 Adequate Progress Report
Expenditure Schedule for the Phase 4 Project

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Soft Costs										
Admin / Planning	\$0	\$2,829,822	\$1,165,887	\$1,200,863	\$1,236,889	\$1,273,996	\$1,093,513	\$1,126,318	\$232,022	10,159,310
Environmental / Permitting	\$572,400	\$884,358	\$910,889	\$938,215	\$966,362	\$995,353	\$683,476	\$351,990	\$0	6,303,042
Surveying / Engineering	\$0	\$1,768,510	\$1,821,565	\$1,876,212	\$3,864,997	\$3,980,947	\$2,050,188	\$0	\$0	15,362,420
Construction Management	\$0	\$0	\$0	\$2,701,746	\$3,091,998	\$3,980,947	\$3,280,300	\$2,534,032	\$348,007	15,937,030
Mitigation	\$0	\$0	\$0	\$675,633	\$773,225	\$995,527	\$820,314	\$633,693	\$87,027	3,985,418
Subtotal Soft Costs	572,400	5,482,690	3,898,341	7,392,670	9,933,471	11,226,770	7,927,791	4,646,033	667,056	51,747,220
Construction										
Real Estate (Existing)	\$0	\$0	\$0	\$25,013,614	\$25,764,022	\$26,536,943	\$27,333,051	\$25,337,738	\$2,899,763	132,885,132
Real Estate (New)	\$0	\$0	\$0	\$0	\$3,215,354	\$3,311,814	\$3,411,169	\$3,513,504	\$3,618,909	17,070,749
Dryland Levee Extension	\$0	\$0	\$680,249	\$700,657	\$721,676	\$743,327	\$382,813	\$394,298	\$0	3,623,019
	\$0	\$0	\$0	\$11,424,461	\$11,767,195	\$12,120,210	\$12,483,817	\$12,858,331	\$0	60,654,014
Total Expenses	572,400	5,482,690	4,578,590	44,531,401	51,401,717	53,939,064	51,538,640	46,749,904	7,185,728	265,980,134

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Appendix C provides an updated expenditure schedule for the LSRP as well as the supporting analysis of the identified revenues for implementation with funds from the RD 17 Mossdale Tract Assessment and DWR's EIP program. This analysis supports the net revenues identified in **Table 5** that are available to support the implementation of the Phase 4 Project after completion of the LSRP.

Development Fees & Advance Funding

Currently, SJAFCA, through a collection agreement with the Cities of Lathrop, Manteca, Stockton, and San Joaquin County (reference **Appendix B**) is collecting fees as a condition of development within the Project's benefit area. Currently, portions of the Mossdale Tract Area include planned development projects that lie within the 200-year Floodplain, and, as a result, within the Phase 4 Project benefit area. To mitigate the impact of development in the floodplain, a Regional DIF has been imposed to provide funding to ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

In order to ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies have entered into agreements with landowners to advance the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the "Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study" dated November 8, 2018. The current financing plan reflected within this APR projects an increase in the current fee rate of 15%. SJAFCA intends to update the Nexus study over the next fiscal year to incorporate this increase in fee rates. **Appendix B** shows the actual revenues received through April 2020 and a projection of the revenues to come from the Regional Fee Program overtime with the assumption that the fee rate is increased. In addition, the analysis considers the escalation of the fee rates over time based on an indexed inflation rate.

To continue to advance the Phase 4 Project the Land Use Agencies and developers will need to continue to provide upfront cash to fund the initial cash flow of the Project during the early formulation and planning phases. This funding is expected to support ongoing efforts until the approval of an Overlay Assessment and formation of an EIFD. This early funding is expected to be reimbursed (in the future) or, in the case of developer funding, creditable toward the DIF Program as described above.

New Special Assessment

Given the fact that a significant portion of the beneficiaries of the Phase 4 Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment.

RD 17's existing Mossdale Tract Assessment currently generates more than \$3.2 million per year with an average residential assessment of approximately \$96 per year. To test the feasibility of a new OAD, a detailed analysis of the apportionment of special benefits for the Phase 4 Project was completed as part of the financial analyses associated with the Governance Analysis completed in late 2017. Since that time, SJAFCA has engaged an Assessment Engineer to develop an Engineer's Report and support the formation of the OAD. As noted earlier in the report, Willdan has been engaged and completed a preliminary analysis. The new OAD is assumed to have an expected average residential per parcel assessment of approximately \$250 in addition to the existing assessment. With this assumed average residential per parcel assessment and similar apportionment as the existing RD 17 Mossdale Tract Assessment, the overlay assessment is expected to generate an additional \$7.5 million per year. **Appendix D** provides an analysis of the revenues expected to be generated by the OAD taking into consideration the increased revenue to come from new development over time. The tables presented in **Appendix D** support the overlay assessment revenues presented in **Table 5**.

The new OAD, once formed and in combination with the tax increment revenues from a new EIFD (described below), would provide the necessary annual revenues to both directly fund a portion of the design and planning of the project, and help service future debt that could be issued to provide the needed cash flow for the project.

Enhanced Infrastructure Financing District

The Land Use Agencies can initiate formation of an EIFD¹³ which would allow for the use of Tax Increment Financing for the regional flood control improvements. The entities would form a new Public Financing Authority that would include members of the legislative bodies of the public agencies that form the district, plus at least two public members. The Public Financing Authority would prepare an Infrastructure Financing Plan that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The Infrastructure Financing Plan would also specify what taxing entities receiving a share of Property Tax Increment would be participating in the EIFD and how much of the increment each Taxing Entity would allocate to the Project as well as what other revenue sources would be used to fund the Project. In this case, the proposed OAD would be identified as an additional funding source.

EIFD Formation Procedure

In order to form the EIFD, each Taxing Entity participating must approve the Infrastructure Financing Plan. As a note, school districts may not participate within the EIFD. In addition, a multiple noticed Public Hearings where protests can be made prior to the formation are required before the EIFD is fully created. A property or registered voter vote is no longer required to take place prior to the issuance of debt.¹⁴

EIFD / Special Benefit District Financing

Appendix E presents an updated analysis of the projected revenues to come from the proposed EIFD given certain stated assumptions regarding a future Infrastructure Financing Plan. To ensure sufficient revenues

¹³ Specifically, the process would start with San Joaquin County.

¹⁴ On October 9, 2019, AB 116 was signed into law which removed the requirement of voter approval for an EIFD to issue debt, however the statute added the requirement that the Public Finance Authority conduct 3 public hearings.

are available to finance the improvements, the Public Financing Authority created as part of the EIFD process would issue debt secured by a combination of Assessment District and Tax Increment Revenues. An updated analysis of the financing capacity of the proposed OAD and EIFD has been prepared and is also included within **Appendix E. Figure 2** below illustrates the revenues, proposed bond issuances, and debt service associated with the assumed financing. As negotiations with the land use agencies has progressed, the approach for tax allocations has been refined and the conceptual financing plan presented here reflects the current status of the EIFD formation efforts.

The updated Financing Plan assumes the following borrowings take place:

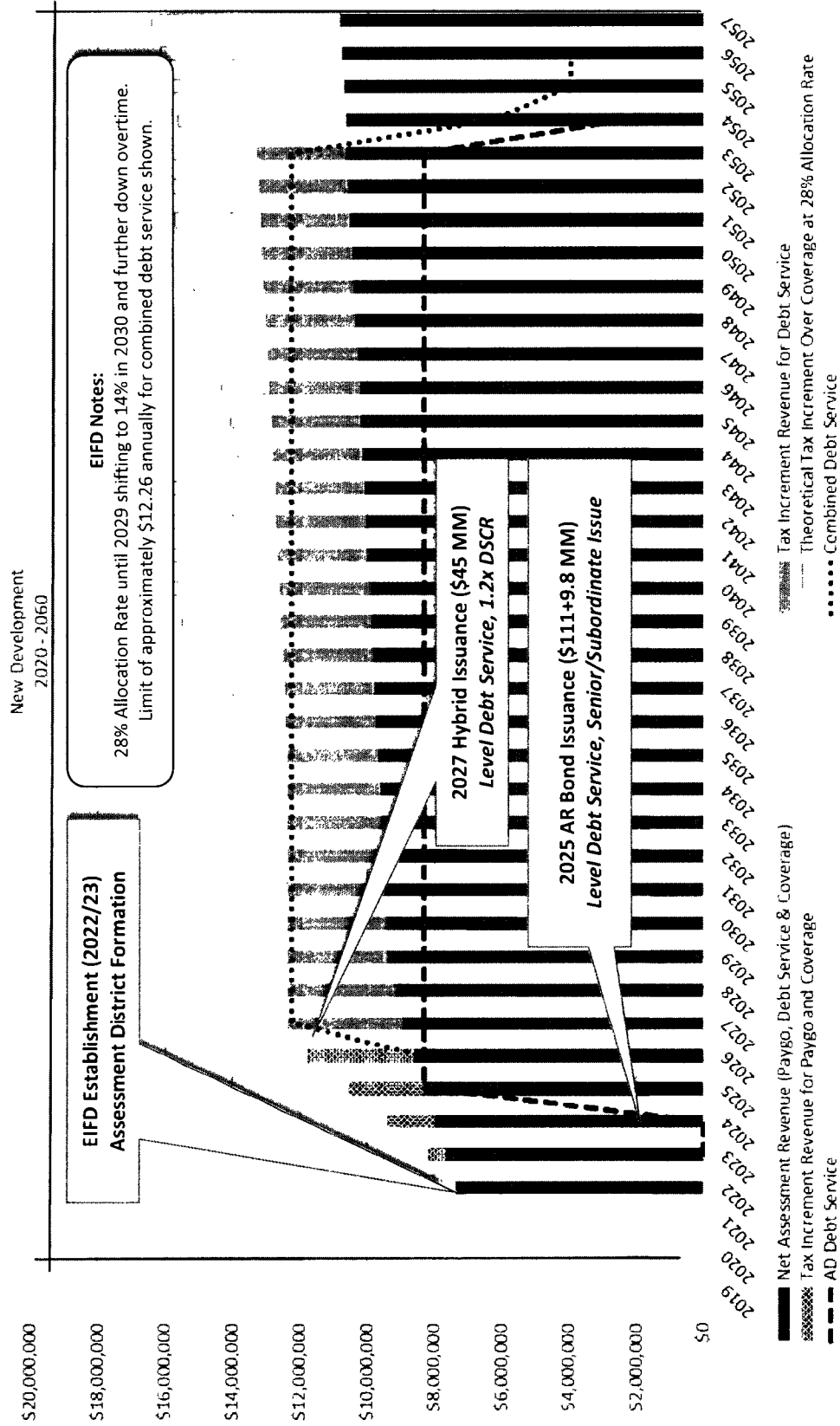
- One more borrowings through 2025 yielding approximately \$120.8 million in proceeds (estimated \$135.0 Million Par) takes place. The borrowings would be secured by the proposed assessment district with two years of collection history and rate covenant of 1.1x Maximum Annual Debt Service. This borrowing could take place with a senior / subordinate structure where the subordinate bonds utilize the coverage on the senior bonds to yield additional bond proceeds. The current financing plan assumes a 30-year issue with 4.25% and 6% interest rates and level debt services. The issue is sized for one year of capitalized interest and an estimated 70% of Maximum Annual Debt Service reserve fund.
- A 2027 borrowing yielding \$45 million in proceeds (approximately \$68 million Par) takes place. This borrowing would be secured by a pledge of Tax Increment from the EIFD as well as an assumption that debt service coverage could be met with a backup pledge of any net assessment revenues. The current financing plan assumes a 30-year issue with 5.5% interest rate and level debt service. The issue is sized for two years of capitalized interest and 1x Maximum Annual Debt Service Reserve Fund.

The Financing Plan presented with this 2021 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in **Appendix E**, the updated EIFD revenue analysis has been prepared to present an initial starting property tax revenue allocation rate of 28 percent that shifts to 14 percent in 2029/30 and further stepping down over time. This results in modeled capacity of approximately \$828 million through 2060. However, the Updated Financing plan need shown in **Table E11** (and demonstrated in **Figure 2**) is approximately \$102 million between 2025/26 and 2053/54.

The OAD would provide revenues sufficient to bridge the gap between available Tax Increment Revenues and the required debt service needed to provide coverage for the bonds. In addition, available net revenues from the OAD, after filling the gap for the required Tax Increment Financing, would be available and authorized to provide ongoing operations and maintenance for the improved levee system.

Figure 2: Combined Assessment Revenue & EIFD Tax Increment Financing Approach

**SJAFCA Mossdale Tract ULOP Project
Combined Assessment Revenue & EIFD Tax Increment Financing
(AD @ \$7.5 Million Starting Rate & EIFD @ 28% Starting Rate)**



Status and Schedule for Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration [1]	Status
MOU Principles		June 1, 2016	N/A	Completed
Prepare and Review ULOP Adequate Progress Report		June 1, 2016	N/A	Completed
Enter into MOU		June 30, 2016	N/A	Completed
Adopt ULOP Adequate Progress Findings		July 2, 2016	N/A	Completed
Develop Funding/Governance Evaluation Framework		March 2016	N/A	Completed
Prepare Financial & Governance Analysis Supporting Governance Entity & Financial Plan		September 2017	N/A	Completed
<u><i>Implement Governance Entity</i></u>				
Enter into JPA & (SJAFCA Reorganization)		December 2017	N/A	Completed
<u><i>Implement Funding Mechanisms</i></u>				
Interim Impact Fee		April 2017	N/A	Completed
Regional Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Regional Impact Fee Update	June 2021	December 2021	6 month	Initiating
Overlay Assessment District Formation	June 2018	August 2022	14 months remaining	Preliminary Analysis Completed & Implementation Scoped & Consultants Engaged
EIFD Adoption and EIFD Formation	September 2018	August 2022	12 months remaining	Analysis & Evaluation Scoped, Implementation Ongoing
<u><i>Implement Financing Entity / Mechanism</i></u>				
Issue Debt		2025 & 2027	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06: RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE

**JANUARY 29, 2021, TECHNICAL MEMORANDUM PREPARED BY KJELDSSEN
SINNOCK & NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA ULDC ADJUSTMENTS FOR CLIMATE CHANGE –
CONSOLIDATED COST ESTIMATE**

Reso 19-06	SJAFCA Resolution Adopting Policy re: Climate Change	A1
Tech Memo	Technical Memo Detailing Updated Cost Estimate	A7

RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN
STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN
LIGHT OF CLIMATE CHANGE**

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

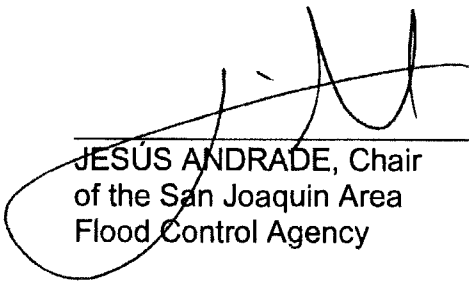
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

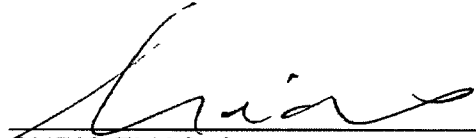
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.



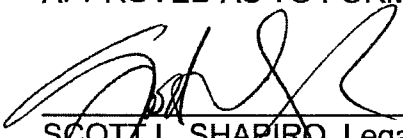
JESUS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



- CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT “A”

San Joaquin Area Flood Control Agency Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as “stage”) is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

EXHIBIT “A”

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, “Safeguarding California: Reducing Climate Risk (2014)” at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document “2017 CVFPP Update – Climate Change Analysis Technical Memorandum.” The document also recommends further study:

- Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

EXHIBIT “A”

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the “2017 CVFPP Update – Scenario Technical Analyses Summary Report” which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR’s climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual “leveling out” of the effects.

SJAFCA’s policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT “A”

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

TECHNICAL MEMORANDUM

January 29, 2021

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Climate Change Adjustment

Subject: Consolidated Cost Estimate

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE



1. Introduction

Detailed analyses have previously been performed on the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report in 2016 (2016 Study) was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGEO, Inc. The results of the analyses indicated that substantial improvements were needed to the RD17 levees, including a proposed eastward extension of the RD17 Dryland Levee. The overall estimated cost of these improvements amounted to nearly \$137 million, based on 2015 dollars.

In 2019, a new hydrological and hydraulic evaluation (2019 Study) was performed by PBI to refine potential climate change impacts in accordance with San Joaquin Area Flood Control Agency (SJAFCA) policy. The results of this new evaluation indicated substantial elevated levels to the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Additional improvements were identified based on the updated climate change evaluation, including the need to extend the proposed RD17 Dryland Levee extension even further to the east. The overall estimated cost of these incremental improvements amounted to nearly \$57 million, based on 2015 dollars.

The purpose of this technical memorandum is to summarize the levee assessment associated with consolidating the cost estimates from the 2016 Study and the 2019 Study into a single cost estimate that is then updated to 2021 dollars.

2. Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 959+00. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed is shown below in Table 1.

Table 1 - Summary of Analyzed Levee Segments

Levee Segment	Station From	Station To	Segment Status
French Camp Slough	0+00	101+00	Existing
San Joaquin River	101+00	822+80	Existing
Walthall Slough	822+80	853+50	Existing
Dryland Levee	853+50	959+00 ¹	Existing
Dryland Levee Extension	959+00	1104+20 ²	Proposed

3. Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Urban Levee Design Criteria (ULDC) Evaluation – Identify Necessary Improvements and Cost Estimate, prepared by KSN in 2016.
- Mossdale Tract Area ULDC Adjustments for Climate Change – Cost Estimate, prepared by KSN in 2019

4. Deficiency Results

There is a total of 20 ULDC criteria that were evaluated during both the 2016 Study and the 2019 Study. The results of the evaluations revealed that improvements were needed to satisfy several of the criteria. Each ULDC criteria is shown below in Table 2 and is denoted as to whether a particular criterion was identified as requiring improvements based on the 2016 Study and 2019 Study.

Table 2 - Necessary Improvements as per ULDC Criteria

ULDC Criteria		Improvements Required	
		2016 Study	2019 Study
7.1	Design Water Surface Elevation		
7.2	Minimum Top of Levee		X
7.3	Soil Sampling, Testing, and Logging		
7.4	Slope Stability for Intermittently Loaded Levees	X	X
7.5	Underseepage for Intermittently Loaded Levees	X	X
7.6	Frequently Loaded Levees		
7.7	Seismic Vulnerability		
7.8	Levee Geometry	X	X
7.9	Interfaces and Transitions		
7.10	Erosion	X	
7.11	Right-of-Way	X	X
7.12	Encroachments	X	X

¹ The analysis of the existing Dryland Levee in the 2016 Study ended at Station 972+25. On behalf of the City of Manteca, a subsequent study was performed by Drake Haglan and Associates in order to identify a recommended alternative of the proposed Dryland Levee Extension. This recommended alternative alignment, and its connection to the existing RD17 Dryland Levee, differed from the assumptions made in the 2016 Study. The end of the analysis was retracted to Station 959+00 in the 2019 Study based on the updated starting point of the Dryland Levee Extension.

² The end point of the Dryland Levee Extension was identified as Station 1027+25 in the 2016 Study. Based on the climate change adjustments to the DWSE, the Dryland Levee Extension was extended to Station 1104+20 in the 2019 Study.



ULDC Criteria	Improvements Required	
	2016 Study	2019 Study
7.13 Penetrations	X	
7.14 Floodwalls, Retaining Walls, and Closure Structures		
7.15 Animal Burrows		
7.16 Levee Vegetation		
7.17 Wind Setup and Wave Runup		
7.18 Security		
7.19 Sea Level Rise		
7.20 Emergency Actions		

5. Consolidation of Cost Estimates in 2015 Dollars

The overall estimated project cost from the 2016 Study is \$136,885,000, based on 2015 dollars. The individual projects that were identified in the 2016 Study are shown below in Table 3.

Table 3 - Summary of Original ULDC Evaluation Costs from 2016 Study

Project No.	Station From	Station To	Project Name	Cost (2015\$)
2.1	822+80	972+25	Dryland Levee Reconstruction and Seepage Berm	\$27,765,000
5.1	119+50	192+00	Cutoff Wall	\$10,224,000
5.2	190+50	297+75	Seepage Berm	\$19,501,000
5.3	311+00	518+50	Cutoff Wall	\$35,050,000
10.1	114+00	972+25	Erosion Repairs	\$9,386,000
11.1	0+00	972+25	Right-of-Way Acquisition (Existing Deficiencies)	\$12,381,000
11.2	0+00	972+25	Right-of-Way Acquisition (New Improvements)	\$3,900,000
12.1	112+73	815+40	Encroachment Remediation	\$678,000
13.1	571+35	801+00	Pipe Penetration Rehabilitation	\$2,128,000
	972+25	1027+25	Dryland Levee Extension	\$15,872,000
				\$136,885,000

The overall estimated project cost from the 2019 Study is \$56,587,000, based on 2015 dollars. The individual projects that were identified in the 2019 Study are shown below in Table 4.

Table 4 - Summary of Additional Costs Associated with Climate Change from 2019 Study

Project No.	Station From	Station To	Project Name	Cost (2015\$)
1	192+00	212+00	Widen Seepage Berm	\$1,074,000
2	312+30	339+00	Deepen Cutoff Wall	\$407,000
3	703+00 781+00	741+30 799+50	Cutoff Wall	\$9,197,000
4	570+00	822+80	Levee Raise along San Joaquin River	\$12,002,000
5	822+80	959+00	Levee Raise along Walthall Slough / Dryland Levee	\$7,414,000
6	959+00	1104+20	Dryland Levee Extension	\$26,493,000
				\$56,587,000

The two cost estimates described above from the 2016 Study and the 2019 Study were consolidated into a single cost estimate totally \$193,472,000, based on 2015 dollars. By merging and restructuring



similar and/or overlapping projects from the two studies, the list of projects was refined and narrowed down to a total of 15 identified projects, as shown below in Table 6.

6. Update of Consolidated Cost Estimate to 2021 Dollars

The update of the consolidated cost estimate from 2015 dollars to 2021 dollars was accomplished utilizing the Construction Cost Index (CCI) published monthly by Engineering News-Record (ENR). The CCI is an indicator of general construction costs and includes labor and materials components. ENR uses the CCI to measure how much it costs to purchase a hypothetical package of goods and services and compare it to what it was in a prior year. The CCIs that were used in this assessment are shown below in Table 5.

Table 5 - ENR CCIs and Escalation Factor

Description	Value
ENR CCI (November 2015)	10092
ENR CCI (January 2021)	11628
Escalation Factor	1.1522

The unit costs of the consolidated cost estimate were then adjusted by multiplying them by the above-described Escalation Factor and rounding up using the same number of significant digits. By doing so, the overall project cost increased to a total of \$230,009,000, based on 2021 dollars.

7. Cost Estimate Conclusions

The consolidated cost estimate to address ULDC levee deficiencies, including the adjustments due to climate change, is summarized below in Table 6. This summary indicates the project costs in both 2015 dollars and 2021 dollars, and it is based on the refined 15 projects as described above.

Table 6 - Cost Estimate Summary

Project ID	Station From	Station To	Project Name	Cost (2015\$)	Cost (2021\$)
1	119+50	148+00	Cutoff Wall	\$7,950,000	\$9,354,000
2	172+45	192+00	Cutoff Wall	\$4,464,000	\$5,331,000
3	190+50	247+00	Seepage Berm	\$14,481,000	\$17,002,000
4	255+50	259+50	Seepage Berm	\$970,000	\$1,138,000
5	270+00	297+75	Seepage Berm	\$6,295,000	\$7,389,000
6	311+00	362+50	Cutoff Wall	\$10,084,000	\$12,337,000
7	388+00	518+50	Cutoff Wall	\$25,374,000	\$30,954,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$14,681,000	\$17,390,000
9	703+00	741+30	Cutoff Wall	\$6,197,000	\$7,673,000
10	781+00	799+50	Cutoff Wall	\$3,001,000	\$3,716,000
11	822+80	853+50	Levee Raise @ Walthall Slough	\$1,629,000	\$1,941,000
12	853+50	959+00	Levee Raise & Seepage Berm @ Dryland Levee	\$32,485,000	\$38,374,000
13	0+00	959+00	Erosion Repairs	\$9,386,000	\$10,851,000
14	0+00	959+00	Right-of-Way (existing)	\$12,381,000	\$14,284,000
15	959+00	1104+20	Dryland Levee Extension	\$44,094,000	\$52,275,000
				\$193,472,000	\$230,009,000

A detailed breakdown of the improvement costs on a project-by-project basis is included in **EXHIBIT 1**.

San Joaquin Area Flood Control Agency
Mossdale Tract Area ULDC Climate Change Adjustment
Cost Estimate

EXHIBIT 1
Cost Estimate Breakdown

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 1				STA 119+50 TO STA 148+00			
Construction				\$4,732,000		\$5,567,500	
1.	Mobilization			10%	\$418,800	10%	\$492,700
2.	Erosion Control			3%	\$125,700	3%	\$147,900
3.	Clearing and Grubbing	5.4	AC	\$2,000	\$10,800	\$2,400	\$13,000
5.	Deep Mix Method (DMM) Cutoff Wall	83,300	SF	\$20	\$1,666,000	\$24	\$1,999,200
6.	Tracer Wire	2,900	LF	\$2	\$5,800	\$3	\$8,700
7.	Imported Engineered Fill	23,900	TN	\$15	\$358,500	\$18	\$430,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 42" Pipe	6	EA	\$250,000	\$1,500,000	\$288,100	\$1,728,600
11.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
12.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
13.	42" Valve	6	EA	\$70,000	\$420,000	\$80,700	\$484,200
14.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
15.	Encroachment Modification	1	EA	\$20,000	\$20,000	\$23,100	\$23,100
16.	Hydroseeding	128,300	SF	\$0.10	\$12,900	\$0.12	\$15,400
Mangement / Environmental / Engineering				\$1,893,000		\$2,227,300	
1.	Administration			5%	\$236,600	5%	\$278,400
2.	Planning			3%	\$142,000	3%	\$167,100
3.	Environmental and Permitting			5%	\$236,600	5%	\$278,400
4.	Geotechnical Engineering			2%	\$94,700	2%	\$111,400
5.	Surveying and Civil Engineering			10%	\$473,200	10%	\$556,800
6.	Construction Management and Inspection			12%	\$567,900	12%	\$668,100
7.	Mitigation			3%	\$142,000	3%	\$167,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,325,000		\$1,559,000	
Project Totals				\$7,950,000		\$9,354,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 2				STA 175+45 TO STA 192+00			
Construction				\$2,656,400		\$3,173,000	
1.	Mobilization			10%	\$235,100	10%	\$280,800
2.	Erosion Control			3%	\$70,600	3%	\$84,300
3.	Clearing and Grubbing	3.7	AC	\$2,000	\$7,400	\$2,400	\$8,900
5.	Deep Mix Method (DMM) Cutoff Wall	88,000	SF	\$20	\$1,760,000	\$24	\$2,112,000
6.	Tracer Wire	2,000	LF	\$2	\$4,000	\$3	\$6,000
7.	Imported Engineered Fill	16,500	TN	\$15	\$247,500	\$18	\$297,000
8.	Class 2 Aggregate Base	1,500	TN	\$25	\$37,500	\$29	\$43,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 12" Pipe	1	EA	\$60,000	\$60,000	\$69,200	\$69,200
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
14.	12" Valve	1	EA	\$4,000	\$4,000	\$4,700	\$4,700
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
17.	Hydroseeding	88,000	SF	\$0.10	\$8,800	\$0.12	\$10,600
Mangement / Environmental / Engineering				\$1,062,900		\$1,269,400	
1.	Administration			5%	\$132,900	5%	\$158,700
2.	Planning			3%	\$79,700	3%	\$95,200
3.	Environmental and Permitting			5%	\$132,900	5%	\$158,700
4.	Geotechnical Engineering			2%	\$53,200	2%	\$63,500
5.	Surveying and Civil Engineering			10%	\$265,700	10%	\$317,300
6.	Construction Management and Inspection			12%	\$318,800	12%	\$380,800
7.	Mitigation			3%	\$79,700	3%	\$95,200
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$743,900		\$888,500	
Project Totals				\$4,464,000		\$5,331,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				SEEPAGE BERM			
ID 3				STA 190+50 TO STA 247+00			
Construction				\$8,142,200		\$9,569,200	
1.	Mobilization			3%	\$230,500	3%	\$270,900
2.	Erosion Control			3%	\$230,500	3%	\$270,900
3.	Clearing and Grubbing	20.8	AC	\$2,000	\$41,600	\$2,400	\$50,000
4.	Imported Engineered Fill	159,200	TN	\$15	\$2,388,000	\$18	\$2,865,600
5.	Drain Rock Material	99,200	TN	\$30	\$2,976,000	\$35	\$3,472,000
6.	Sand Filter Material	49,400	TN	\$25	\$1,235,000	\$29	\$1,432,600
7.	Filter Fabric	675,300	SF	\$0.50	\$337,700	\$0.58	\$391,700
8.	Class 2 Aggregate Base	4,200	TN	\$25	\$105,000	\$29	\$121,800
9.	Reconstruct Existing 8" Pipe	4	EA	\$45,000	\$180,000	\$51,900	\$207,600
10.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
13.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
14.	8" Valve	4	EA	\$2,500	\$10,000	\$2,900	\$11,600
15.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
16.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
17.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
18.	Hydroseeding	743,100	SF	\$0.10	\$74,400	\$0.12	\$89,200
Mangement / Environmental / Engineering				\$3,257,300		\$3,828,000	
1.	Administration			5%	\$407,200	5%	\$478,500
2.	Planning			3%	\$244,300	3%	\$287,100
3.	Environmental and Permitting			5%	\$407,200	5%	\$478,500
4.	Geotechnical Engineering			2%	\$162,900	2%	\$191,400
5.	Surveying and Civil Engineering			10%	\$814,300	10%	\$957,000
6.	Construction Management and Inspection			12%	\$977,100	12%	\$1,148,400
7.	Mitigation			3%	\$244,300	3%	\$287,100
Real Estate				\$667,500		\$771,000	
1.	Land Valuation (Agricultural)	12.7	AC	\$25,000	\$317,500	\$28,900	\$367,100
2.	Easement Acquisition	7	EA	\$50,000	\$350,000	\$57,700	\$403,900
Contingency (20%)				\$2,413,400		\$2,833,700	
Project Totals				\$14,481,000		\$17,002,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 4				SEEPAGE BERM STA 255+50 TO STA 259+50			
Construction				\$528,800		\$621,000	
1.	Mobilization			3%	\$15,000	3%	\$17,600
2.	Erosion Control			3%	\$15,000	3%	\$17,600
3.	Clearing and Grubbing	1.4	AC	\$2,000	\$2,800	\$2,400	\$3,400
4.	Imported Engineered Fill	9,900	TN	\$15	\$148,500	\$18	\$178,200
5.	Drain Rock Material	6,000	TN	\$30	\$180,000	\$35	\$210,000
6.	Sand Filter Material	3,000	TN	\$25	\$75,000	\$29	\$87,000
7.	Filter Fabric	40,800	SF	\$0.50	\$20,400	\$0.58	\$23,700
8.	Class 2 Aggregate Base	300	TN	\$25	\$7,500	\$29	\$8,700
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
11.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
12.	Hydroseeding	45,600	SF	\$0.10	\$4,600	\$0.12	\$5,500
Mangement / Environmental / Engineering				\$211,800		\$248,800	
1.	Administration			5%	\$26,500	5%	\$31,100
2.	Planning			3%	\$15,900	3%	\$18,700
3.	Environmental and Permitting			5%	\$26,500	5%	\$31,100
4.	Geotechnical Engineering			2%	\$10,600	2%	\$12,500
5.	Surveying and Civil Engineering			10%	\$52,900	10%	\$62,100
6.	Construction Management and Inspection			12%	\$63,500	12%	\$74,600
7.	Mitigation			3%	\$15,900	3%	\$18,700
Real Estate				\$67,500		\$78,000	
1.	Land Valuation (Agricultural)	0.7	AC	\$25,000	\$17,500	\$28,900	\$20,300
2.	Easement Acquisition	1	EA	\$50,000	\$50,000	\$57,700	\$57,700
Contingency (20%)				\$161,700		\$189,600	
Project Totals				\$970,000		\$1,138,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 5				SEEPAGE BERM STA 270+00 TO STA 297+75			
Construction				\$3,512,500		\$4,127,500	
1.	Mobilization			3%	\$99,500	3%	\$116,900
2.	Erosion Control			3%	\$99,500	3%	\$116,900
3.	Clearing and Grubbing	9.1	AC	\$2,000	\$18,200	\$2,400	\$21,900
4.	Imported Engineered Fill	68,600	TN	\$15	\$1,029,000	\$18	\$1,234,800
5.	Drain Rock Material	41,600	TN	\$30	\$1,248,000	\$35	\$1,456,000
6.	Sand Filter Material	20,400	TN	\$25	\$510,000	\$29	\$591,600
7.	Filter Fabric	283,100	SF	\$0.50	\$141,600	\$0.58	\$164,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Reconstruct Existing 12" Pipe	2	EA	\$60,000	\$120,000	\$69,200	\$138,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
14.	12" Valve	2	EA	\$4,000	\$8,000	\$4,700	\$9,400
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Hydroseeding	316,400	SF	\$0.10	\$31,700	\$0.12	\$38,000
Mangement / Environmental / Engineering				\$1,405,300		\$1,651,300	
1.	Administration			5%	\$175,700	5%	\$206,400
2.	Planning			3%	\$105,400	3%	\$123,900
3.	Environmental and Permitting			5%	\$175,700	5%	\$206,400
4.	Geotechnical Engineering			2%	\$70,300	2%	\$82,600
5.	Surveying and Civil Engineering			10%	\$351,300	10%	\$412,800
6.	Construction Management and Inspection			12%	\$421,500	12%	\$495,300
7.	Mitigation			3%	\$105,400	3%	\$123,900
Real Estate				\$327,500		\$378,200	
1.	Land Valuation (Agricultural)	5.1	AC	\$25,000	\$127,500	\$28,900	\$147,400
2.	Easement Acquisition	4	EA	\$50,000	\$200,000	\$57,700	\$230,800
Contingency (20%)				\$1,049,100		\$1,231,400	
Project Totals				\$6,295,000		\$7,389,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 6				STA 311+00 TO STA 362+50			
Construction				\$6,001,700		\$7,343,200	
1.	Mobilization			10%	\$531,200	10%	\$649,900
2.	Erosion Control			3%	\$159,400	3%	\$195,000
3.	Clearing and Grubbing	10.8	AC	\$2,000	\$21,600	\$2,400	\$26,000
4.	Degrade Existing Levee (1/3 Height)	23,500	CY	\$10	\$235,000	\$12	\$282,000
5.	Soil-Bentonite (SB) Cutoff Wall	354,200	SF	\$8	\$2,833,600	\$10	\$3,542,000
6.	Temporary Cap (Double Handle)	9,200	CY	\$10	\$92,000	\$12	\$110,400
7.	Tracer Wire	5,200	LF	\$2	\$10,400	\$3	\$15,600
8.	Imported Engineered Fill	108,800	TN	\$15	\$1,632,000	\$18	\$1,958,400
9.	Class 2 Aggregate Base	3,900	TN	\$25	\$97,500	\$29	\$113,100
10.	Reconstruct Existing 6" Pipe	1	EA	\$40,000	\$40,000	\$46,100	\$46,100
11.	Reconstruct Existing 8" Pipe	1	EA	\$45,000	\$45,000	\$51,900	\$51,900
12.	Reconstruct Existing 10" Pipe	3	EA	\$55,000	\$165,000	\$63,400	\$190,200
13.	Reconstruct Existing 14" Pipe	1	EA	\$75,000	\$75,000	\$86,500	\$86,500
14.	Air Release Valve	6	EA	\$2,000	\$12,000	\$2,400	\$14,400
15.	6" Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
16.	8" Valve	1	EA	\$2,500	\$2,500	\$2,900	\$2,900
17.	10" Valve	3	EA	\$3,000	\$9,000	\$3,500	\$10,500
18.	14" Valve	1	EA	\$7,000	\$7,000	\$8,100	\$8,100
19.	Hydroseeding	314,200	SF	\$0.10	\$31,500	\$0.12	\$37,800
Mangement / Environmental / Engineering				\$2,401,000		\$2,937,500	
1.	Administration			5%	\$300,100	5%	\$367,200
2.	Planning			3%	\$180,100	3%	\$220,300
3.	Environmental and Permitting			5%	\$300,100	5%	\$367,200
4.	Geotechnical Engineering			2%	\$120,100	2%	\$146,900
5.	Surveying and Civil Engineering			10%	\$600,200	10%	\$734,400
6.	Construction Management and Inspection			12%	\$720,300	12%	\$881,200
7.	Mitigation			3%	\$180,100	3%	\$220,300
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,680,600		\$2,056,200	
Project Totals				\$10,084,000		\$12,337,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 7				CUTOFF WALL STA 388+00 TO STA 518+50			
Construction				\$15,102,800		\$18,424,200	
1.	Mobilization			10%	\$1,336,600	10%	\$1,630,500
2.	Erosion Control			3%	\$401,000	3%	\$489,200
3.	Clearing and Grubbing	27.3	AC	\$2,000	\$54,600	\$2,400	\$65,600
4.	Degrade Existing Levee (1/3 Height)	59,500	CY	\$10	\$595,000	\$12	\$714,000
5.	Soil-Bentonite (SB) Cutoff Wall	827,000	SF	\$8	\$6,616,000	\$10	\$8,270,000
6.	Temporary Cap (Double Handle)	23,200	CY	\$10	\$232,000	\$12	\$278,400
7.	Tracer Wire	13,000	LF	\$2	\$26,000	\$3	\$39,000
8.	Imported Engineered Fill	275,600	TN	\$15	\$4,134,000	\$18	\$4,960,800
9.	Class 2 Aggregate Base	9,600	TN	\$25	\$240,000	\$29	\$278,400
10.	Reconstruct Existing 4" Pipe	1	EA	\$35,000	\$35,000	\$40,400	\$40,400
11.	Reconstruct Existing 6" Pipe	2	EA	\$40,000	\$80,000	\$46,100	\$92,200
12.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
13.	Reconstruct Existing 12" Pipe	5	EA	\$60,000	\$300,000	\$69,200	\$346,000
14.	Reconstruct Existing 14" Pipe	2	EA	\$75,000	\$150,000	\$86,500	\$173,000
15.	Reconstruct Existing 16" Pipe	3	EA	\$80,000	\$240,000	\$92,200	\$276,600
16.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
17.	Reconstruct Existing 36" Pipe	1	EA	\$200,000	\$200,000	\$230,500	\$230,500
18.	Air Release Valve	17	EA	\$2,000	\$34,000	\$2,400	\$40,800
19.	4" Valve	1	EA	\$1,500	\$1,500	\$1,800	\$1,800
20.	6" Valve	2	EA	\$2,000	\$4,000	\$2,400	\$4,800
21.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
22.	12" Valve	5	EA	\$4,000	\$20,000	\$4,700	\$23,500
23.	14" Valve	2	EA	\$7,000	\$14,000	\$8,100	\$16,200
24.	16" Valve	3	EA	\$8,500	\$25,500	\$9,800	\$29,400
25.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
26.	36" Valve	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
27.	Hydroseeding	796,000	SF	\$0.10	\$79,600	\$0.12	\$95,600
Mangement / Environmental / Engineering				\$6,041,400		\$7,370,200	
1.	Administration			5%	\$755,200	5%	\$921,300
2.	Planning			3%	\$453,100	3%	\$552,800
3.	Environmental and Permitting			5%	\$755,200	5%	\$921,300
4.	Geotechnical Engineering			2%	\$302,100	2%	\$368,500
5.	Surveying and Civil Engineering			10%	\$1,510,300	10%	\$1,842,500
6.	Construction Management and Inspection			12%	\$1,812,400	12%	\$2,211,000
7.	Mitigation			3%	\$453,100	3%	\$552,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$4,228,900		\$5,158,900	
Project Totals				\$25,374,000		\$30,954,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 8				LEVEE RAISE STA 570+00 TO STA 822+80			
Construction				\$8,370,100		\$9,925,400	
1.	Mobilization			3%	\$236,900	3%	\$281,000
2.	Erosion Control			3%	\$236,900	3%	\$281,000
3.	Clearing and Grubbing	43.6	AC	\$2,000	\$87,200	\$2,400	\$104,700
4.	Imported Engineered Fill	339,700	TN	\$15	\$5,095,500	\$18	\$6,114,600
5.	Floodwall (3' tall)	2,400	LF	\$125	\$300,000	\$145	\$348,000
6.	Class 2 Aggregate Base	18,800	TN	\$25	\$470,000	\$29	\$545,200
7.	Reconstruct Existing 12" Pipe	3	EA	\$60,000	\$180,000	\$69,200	\$207,600
8.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
9.	Reconstruct Existing 18" Pipe	4	EA	\$85,000	\$340,000	\$98,000	\$392,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
11.	Reconstruct Existing 48" Pipe	1	EA	\$300,000	\$300,000	\$345,700	\$345,700
12.	Air Release Valve	10	EA	\$2,000	\$20,000	\$2,400	\$24,000
13.	12" Valve	3	EA	\$4,000	\$12,000	\$4,700	\$14,100
14.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
15.	18" Valve	4	EA	\$14,000	\$56,000	\$16,200	\$64,800
16.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
17.	48" Valve	1	EA	\$85,000	\$85,000	\$98,000	\$98,000
18.	Encroachment Removal	31	EA	\$10,000	\$310,000	\$11,600	\$359,600
19.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
20.	Hydroseeding	1,390,400	SF	\$0.10	\$139,100	\$0.12	\$166,900
Management / Environmental / Engineering				\$3,348,700		\$3,970,500	
1.	Administration			5%	\$418,600	5%	\$496,300
2.	Planning			3%	\$251,200	3%	\$297,800
3.	Environmental and Permitting			5%	\$418,600	5%	\$496,300
4.	Geotechnical Engineering			2%	\$167,500	2%	\$198,600
5.	Surveying and Civil Engineering			10%	\$837,100	10%	\$992,600
6.	Construction Management and Inspection			12%	\$1,004,500	12%	\$1,191,100
7.	Mitigation			3%	\$251,200	3%	\$297,800
Real Estate				\$515,300		\$595,100	
1.	Land Valuation (Agricultural)	8.6	AC	\$25,000	\$215,300	\$28,900	\$248,900
2.	Easement Acquisition	6	EA	\$50,000	\$300,000	\$57,700	\$346,200
Contingency (20%)				\$2,446,900		\$2,898,200	
Project Totals				\$14,681,000		\$17,390,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 9				STA 703+00 TO STA 741+30			
Construction				\$3,688,200		\$4,566,900	
1.	Mobilization			10%	\$326,400	10%	\$404,200
2.	Erosion Control			3%	\$98,000	3%	\$121,300
3.	Degrade Existing Levee (1/3 Height)	17,400	CY	\$10	\$174,000	\$12	\$208,800
4.	Soil-Bentonite (SB) Cutoff Wall	306,400	SF	\$8	\$2,451,200	\$10	\$3,064,000
5.	Temporary Cap (Double Handle)	6,700	CY	\$10	\$67,000	\$12	\$80,400
6.	Imported Engineered Fill	37,600	TN	\$15	\$564,000	\$18	\$676,800
7.	Tracer Wire	3,800	LF	\$2	\$7,600	\$3	\$11,400
Management / Environmental / Engineering				\$1,475,700		\$1,827,200	
1.	Administration			5%	\$184,500	5%	\$228,400
2.	Planning			3%	\$110,700	3%	\$137,100
3.	Environmental and Permitting			5%	\$184,500	5%	\$228,400
4.	Geotechnical Engineering			2%	\$73,800	2%	\$91,400
5.	Surveying and Civil Engineering			10%	\$368,900	10%	\$456,700
6.	Construction Management and Inspection			12%	\$442,600	12%	\$548,100
7.	Mitigation			3%	\$110,700	3%	\$137,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,032,800		\$1,278,900	
Project Totals				\$6,197,000		\$7,673,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 10				STA 781+00 TO STA 799+50			
Construction				\$1,785,900		\$2,211,200	
1.	Mobilization			10%	\$158,100	10%	\$195,700
2.	Erosion Control			3%	\$47,500	3%	\$58,800
3.	Degrade Existing Levee (1/3 Height)	8,500	CY	\$10	\$85,000	\$12	\$102,000
4.	Soil-Bentonite (SB) Cutoff Wall	148,000	SF	\$8	\$1,184,000	\$10	\$1,480,000
5.	Temporary Cap (Double Handle)	3,300	CY	\$10	\$33,000	\$12	\$39,600
6.	Imported Engineered Fill	18,300	TN	\$15	\$274,500	\$18	\$329,400
7.	Tracer Wire	1,900	LF	\$2	\$3,800	\$3	\$5,700
Management / Environmental / Engineering				\$714,600		\$884,900	
1.	Administration			5%	\$89,300	5%	\$110,600
2.	Planning			3%	\$53,600	3%	\$66,400
3.	Environmental and Permitting			5%	\$89,300	5%	\$110,600
4.	Geotechnical Engineering			2%	\$35,800	2%	\$44,300
5.	Surveying and Civil Engineering			10%	\$178,600	10%	\$221,200
6.	Construction Management and Inspection			12%	\$214,400	12%	\$265,400
7.	Mitigation			3%	\$53,600	3%	\$66,400
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$500,100		\$619,300	
Project Totals				\$3,001,000		\$3,716,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 11				LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+50			
Construction					\$969,000		\$1,154,700
1.	Mobilization			3%	\$27,500	3%	\$32,700
2.	Erosion Control			3%	\$27,500	3%	\$32,700
3.	Clearing and Grubbing	5.3	AC	\$2,000	\$10,600	\$2,400	\$12,800
4.	Imported Engineered Fill	47,600	TN	\$15	\$714,000	\$18	\$856,800
5.	Class 2 Aggregate Base	2,300	TN	\$25	\$57,500	\$29	\$66,700
6.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
7.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
8.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
9.	Hydroseeding	168,900	SF	\$0.10	\$16,900	\$0.12	\$20,300
Mangement / Environmental / Engineering					\$387,800		\$462,200
1.	Administration			5%	\$48,500	5%	\$57,800
2.	Planning			3%	\$29,100	3%	\$34,700
3.	Environmental and Permitting			5%	\$48,500	5%	\$57,800
4.	Geotechnical Engineering			2%	\$19,400	2%	\$23,100
5.	Surveying and Civil Engineering			10%	\$96,900	10%	\$115,500
6.	Construction Management and Inspection			12%	\$116,300	12%	\$138,600
7.	Mitigation			3%	\$29,100	3%	\$34,700
Real Estate					\$0		\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)					\$271,400		\$323,400
Project Totals					\$1,629,000		\$1,941,000

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 12				LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE STA 853+50 TO STA 972+25			
Construction				\$18,810,800		\$22,234,400	
1.	Mobilization			3%	\$532,400	3%	\$629,300
2.	Erosion Control			3%	\$532,400	3%	\$629,300
3.	Traffic Control	1	LS	\$50,000	\$50,000	\$57,700	\$57,700
4.	AC Pavement Repairs	20,000	SF	\$10	\$200,000	\$12	\$240,000
5.	Clearing and Grubbing	50.9	AC	\$2,000	\$101,800	\$2,400	\$122,200
6.	Imported Engineered Fill	569,900	TN	\$15	\$8,548,500	\$18	\$10,258,200
7.	Drain Rock Material	170,400	TN	\$30	\$5,112,000	\$35	\$5,964,000
8.	Sand Filter Material	79,800	TN	\$25	\$1,995,000	\$29	\$2,314,200
9.	Filter Fabric	928,400	SF	\$0.50	\$464,200	\$0.58	\$538,500
10.	Class 2 Aggregate Base	15,700	TN	\$25	\$392,500	\$29	\$455,300
11.	Encroachment Modification	1	EA	\$100,000	\$100,000	\$115,300	\$115,300
12.	Hydroseeding	1,519,200	SF	\$0.10	\$152,000	\$0.12	\$182,400
13.	Quarry Stone Riprap	14,000	TN	\$45	\$630,000	\$52	\$728,000
Mangement / Environmental / Engineering				\$7,524,700		\$8,894,200	
1.	Administration			5%	\$940,600	5%	\$1,111,800
2.	Planning			3%	\$564,400	3%	\$667,100
3.	Environmental and Permitting			5%	\$940,600	5%	\$1,111,800
4.	Geotechnical Engineering			2%	\$376,300	2%	\$444,700
5.	Surveying and Civil Engineering			10%	\$1,881,100	10%	\$2,223,500
6.	Construction Management and Inspection			12%	\$2,257,300	12%	\$2,668,200
7.	Mitigation			3%	\$564,400	3%	\$667,100
Real Estate				\$735,000		\$849,200	
1.	Land Valuation (Agricultural)	19.4	AC	\$25,000	\$485,000	\$28,900	\$560,700
2.	Easement Acquisition	5	EA	\$50,000	\$250,000	\$57,700	\$288,500
Contingency (20%)				\$5,414,100		\$6,395,600	
Project Totals				\$32,485,000		\$38,374,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 13				EROSION REPAIRS STA 0+00 TO STA 959+00			
Construction					\$5,586,200		\$6,458,400
1.	Mobilization			3%	\$158,100	3%	\$182,800
2.	Erosion Control			3%	\$158,100	3%	\$182,800
3.	Clearing and Grubbing	34.0	AC	\$2,000	\$68,000	\$2,400	\$81,600
4.	Quarry Stone Riprap	115,600	TN	\$45	\$5,202,000	\$52	\$6,011,200
Mangement / Environmental / Engineering					\$2,234,900		\$2,583,800
1.	Administration			5%	\$279,400	5%	\$323,000
2.	Planning			3%	\$167,600	3%	\$193,800
3.	Environmental and Permitting			5%	\$279,400	5%	\$323,000
4.	Geotechnical Engineering			2%	\$111,800	2%	\$129,200
5.	Surveying and Civil Engineering			10%	\$558,700	10%	\$645,900
6.	Construction Management and Inspection			12%	\$670,400	12%	\$775,100
7.	Mitigation			3%	\$167,600	3%	\$193,800
Real Estate					\$0		\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)					\$1,584,300		\$1,808,500
Project Totals					\$9,386,000		\$10,851,000

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 14				RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 959+00			
Real Estate				\$10,317,500		\$11,903,200	
1.	Land Valuation (Agricultural)	40.7	AC	\$25,000	\$1,017,500	\$28,900	\$1,176,300
2.	Land Valuation (Residential)	3.0	AC	\$250,000	\$750,000	\$288,100	\$864,300
3.	Land Valuation (Commercial)	1.0	AC	\$250,000	\$250,000	\$288,100	\$288,100
4.	Improvement Valuation (Residential)	15	EA	\$150,000	\$2,250,000	\$172,900	\$2,593,500
5.	Easement Acquisition	113	EA	\$50,000	\$5,650,000	\$57,700	\$6,520,100
6.	Easement Acquisition (Oak Shores)	1	EA	\$400,000	\$400,000	\$460,900	\$460,900
Contingency (20%)				\$2,063,500		\$2,380,700	
Project Totals				\$12,381,000		\$14,284,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 15				DRYLAND LEVEE EXTENSION STA 959+00 TO STA 1104+20			
Construction				\$23,983,300		\$28,501,800	
1.	Mobilization			3%	\$678,800	3%	\$806,700
2.	Erosion Control			3%	\$678,800	3%	\$806,700
3.	Traffic Control	1	LS	\$120,000	\$120,000	\$138,300	\$138,300
4.	AC Pavement Repairs	70,000	SF	\$10	\$700,000	\$12	\$840,000
5.	Clearing and Grubbing	80.8	AC	\$5,000	\$404,200	\$5,800	\$468,900
6.	Excavate Levee Keyway	38,800	CY	\$10	\$388,000	\$12	\$465,600
7.	Imported Engineered Fill	958,800	TN	\$15	\$14,382,000	\$18	\$17,258,400
8.	Drain Rock Material	110,100	TN	\$30	\$3,303,000	\$35	\$3,853,500
9.	Sand Filter Material	33,100	TN	\$25	\$827,500	\$29	\$959,900
10.	Filter Fabric	742,500	SF	\$0.50	\$371,300	\$0.58	\$430,700
11.	Class 2 Aggregate Base	10,800	TN	\$25	\$270,000	\$29	\$313,200
12.	Encroachment Removal	2	EA	\$50,000	\$100,000	\$57,700	\$115,400
13.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
14.	Relocate Ditch	9,100	LF	\$10	\$91,000	\$12	\$109,200
15.	Hydroseeding	1,761,100	SF	\$0.10	\$176,200	\$0.12	\$211,400
16.	Quarry Stone Riprap	26,500	TN	\$45	\$1,192,500	\$52	\$1,378,000
Management / Environmental / Engineering				\$9,593,500		\$11,401,000	
1.	Administration			5%	\$1,199,200	5%	\$1,425,100
2.	Planning			3%	\$719,500	3%	\$855,100
3.	Environmental and Permitting			5%	\$1,199,200	5%	\$1,425,100
4.	Geotechnical Engineering			2%	\$479,700	2%	\$570,100
5.	Surveying and Civil Engineering			10%	\$2,398,400	10%	\$2,850,200
6.	Construction Management and Inspection			12%	\$2,878,000	12%	\$3,420,300
7.	Mitigation			3%	\$719,500	3%	\$855,100
Real Estate				\$3,167,500		\$3,659,500	
1.	Land Valuation (Agricultural)	82.7	AC	\$25,000	\$2,067,500	\$28,900	\$2,390,100
2.	Easement Acquisition	22	EA	\$50,000	\$1,100,000	\$57,700	\$1,269,400
Contingency (20%)				\$7,348,900		\$8,712,500	
Project Totals				\$44,094,000		\$52,275,000	

APPENDIX B:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 18-21: ADOPTING THE MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A COLLECTION AGREEMENT (*EXCLUDING THE FINAL NEXUS STUDY*)

EXECUTED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF PROTECTION DEVELOPMENT IMPACT FEE

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-15: RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO AGENCY COUNSEL REVIEW AND APPROVAL.

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES (WITH EXECUTED SIGNATURES AVAILABLE AS OF 6-14-2016)

Reso 18-21	SJAFCFA Resolution Adopting Regional Impact Fee Program	B1
Agmt	Collection Agreement for Regional Impact Fee	B4
Reso 19-15	SJAFCFA Resolution Approving Crediting Program.....	B18
Table B1	Development Fee Summary	B30
Table B2	Total Development Impact Fee Revenue Estimate	B31
Table B3	Development Impact Fee Revenue Estimate - Single Family	B32
Table B4	Development Impact Fee Revenue Estimate – Multifamily	B33
Table B5	Development Impact Fee Revenue Estimate – Commercial	B34

Table B6 Development Impact Fee Revenue Estimate – Industrial B35

Table B7 Creditable Pre-Project Expenditures B36

RESOLUTION NO. SJAFCA 18-21

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

**ADOPTING THE
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL
OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE
AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO
EXECUTE A COLLECTION AGREEMENT**

WHEREAS, in January of 2018 the City of Stockton (Stockton), the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWD"), the City of Lathrop (Lathrop), and the City of Manteca (Manteca) executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, after giving notice pursuant to California Government Code Section 6062a, a public hearing was held pursuant to California Government Code Section 66018 on November 8, 2018 at the regularly scheduled meeting of the Board of Directors of the Agency (the "Board");

WHEREAS, at such hearing, Agency staff presented the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") regarding the imposition of a Development Impact Fee pursuant to the Mitigation Fee Act on new development within certain boundaries. The Nexus Study (attached hereto as Exhibit 1) was prepared and the Development Impact Fee is proposed to be imposed for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area; and

WHEREAS, at such public hearing, written and oral presentations from interested members of the public regarding such Nexus Study and adoption of such a Development Impact Fee were accepted and considered by the Board of Directors.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the applicable Development Impact Fee for the development project for which such building permit is to be issued, and the Land Use Agencies have expressed a willingness to do so.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board adopts the Nexus Study and the Development Impact Fee as described therein. Such Nexus Study is hereby made a part of this Resolution.
2. The Board hereby finds that there is a reasonable relationship between use of the Development Impact Fee, as described in the Nexus Study, and the types of development projects described therein.
3. The Board finds that there is a reasonable relationship between the need for the public facilities and the type of development projects on which the fee is imposed as described in the Nexus Study.
4. The Board finds that there is a reasonable relationship between the amount of the Development Fee and the cost of the public facilities or portions thereof attributable to the development on which such fee is exposed, all as described in the Nexus Study.
5. The Development Fee will be collected by the Land Use Agencies in accordance with an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form presented to the Board at the November 8, 2018 meeting.
6. Agency will create a special interest bearing fund entitled "Development Impact Fee Fund" into which all Development Impact Fees (DIF) will be deposited and held until disbursed in accordance with the provisions of the Mitigation Fee Act.
7. Revenues within the Development Impact Fee Fund established by Section 6 hereof may be used, at the discretion of the Board of Trustees and to the extent permitted by law to:
 - Fund construction of the DIF Projects identified in the Nexus Study;
 - Repay any loans or advances of funds for construction of the DIF Projects;
 - Fund principal and interest payments of any capital improvement bonds or the retirement of any such bonds issued in connection with the DIF Projects;
 - Fund costs related to the establishment and administration of the DIF; and

- Such other purposes as may be permitted by law.

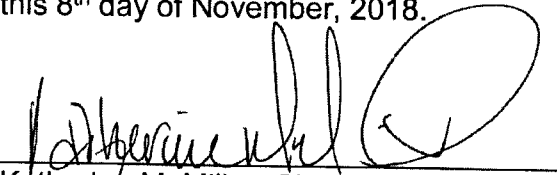
8. The Board shall periodically review actual DIF Project costs and DIF collections to determine if any modifications to the development fee program are warranted based on the following conditions:

- Changes to the DIF Projects;
- Changes in the cost of administering the DIF;
- Changes in annual financing costs;
- Changes in assumed land uses; and
- Changes in other funding sources.

These periodic reviews shall occur no less than every five years. Any modifications to the fee program shall be approved by the Board.

9. Adoption of the DIF is not a "project" under the California Environmental Quality Act because it is a funding mechanism having no physical effect on the environment.

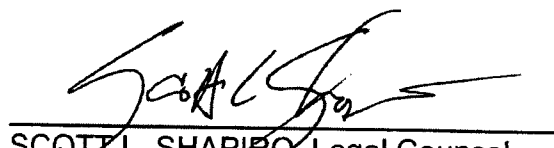
PASSED, APPROVED AND ADOPTED this 8th day of November, 2018.


Katherine M. Miller, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:


CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:


SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AGREEMENT FOR COLLECTION OF
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee (“Agreement”) is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as “Lathrop;” and
- d. City of Manteca, hereinafter referred to as “Manteca.”

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, County, the San Joaquin County Flood Control and Water Conservation District (“SJCFWCWD”), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement (“JEPA”) to reform the San Joaquin Area Flood Control Agency (“Agency”) with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the “Program”).

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees

applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, “the Land Use Agencies”).

WHEREAS, SJAFCA has exercised this authority by approving Resolution 18-_____ Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF Resolution"), which is attached hereto as Exhibit A and incorporated herein by this reference, for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA has called for the preparation of the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study (“Nexus Study”) which is attached as Exhibit 1 to the DIF Resolution, that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee (“DIF”) and sets forth the required findings required by Government Code Section 66000 et. seq.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Exhibit 1 to the DIF Resolution (Figure 1 in the Nexus Study), that is within each of the Land Use Agency’s land use authority, collect and transmit to SJAFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing January 8, 2019, the Land Use Agencies shall collect the DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area (as shown in Exhibit 1 to the DIF Resolution). The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall establish a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies following any adjustments made by SJAFCA to the DIF. The Land Use Agencies shall commence collection of the adjusted DIF sixty (60) calendar days following such notification.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to this Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construct a portion of the Program; or,

- c. The Land Use Agency itself has funded the planning, design and/or construction of a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use

Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Indemnification.

a. Except as provided in Section 10.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

11. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFWCWD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop

ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: Lisa Blackmon, City Clerk
1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

12. Term. This Agreement shall be effective once executed by SJAFCA and one of the Land Use Agencies, as to SJAFCA and that Land Use Agency, and then shall be effective as to each additional Land Use Agency once executed by that Land Use Agency, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 13, or (ii) all four Land Use Agencies have terminated the Agreement in accordance with Section 13.

13. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

14. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

15. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

16. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

17. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

18. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

20. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

21. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

CITY OF STOCKTON,
a municipal Corporation

By: ROBERT V. ELLIOTT
Title: Chairman, Board of Supervisors

By:
Title:

ATTEST: _____
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

ATTEST: _____
Clerk of the City of Stockton

By: MIMI DUZENSKI
Title: Clerk

By:
Title:

RECOMMENDED FOR APPROVAL:

CITY OF LATHROP,
a municipal Corporation

By: KRIS BALAJI
Title: Director of Public Works

By:
Title:

APPROVED AS TO FORM

ATTEST:
Clerk of the City of Lathrop

By: LAWRENCE P. MEYERS
Title: Deputy County Counsel

By:
Title:

SAN JOAQUIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

APPROVED AS TO FORM:
_____, City Attorney

By: ROBERT V. ELLIOTT
Title: Chairman, Board of Supervisors

Title:

ATTEST
Clerk of the Board of Supervisors of the
San Joaquin County Flood Control and
Water Conservation District

CITY OF MANTECA,
a municipal Corporation

By: MIMI DUZENSKI
Title: Clerk

By:
Title:

ATTEST: _____
Clerk of the City of Lathrop

APPROVED AS TO FORM:
_____, City Attorney

By:
Title:

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:
Agency Counsel

By: CHRIS ELIAS
Title: Executive Director

By: Scott L. Shapiro

EXHIBIT A
DIF Resolution
(To be inserted once approved)

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION
LEEVE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES

UNDERLYING ASSUMPTIONS

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

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFA) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFA.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFA's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFA Resolution ____-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- “Remaining Credit Acreage” will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- “Total Remaining Acres” to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project **not** able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

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

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer’s actual construction cost (“Constructed Facilities Funding Credit”). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the “Use of Advance Funding Credit” described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project’s Levee Impact Fee Obligation

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

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

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

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

RESOLUTION NO. SJAFCA 19-15
SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION APPROVING THE FORM OF FEE CREDITING AGREEMENT AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT(S) IN
SUBSTANTIAL CONFORMANCE WITH THE FORM OF AGREEMENT SUBJECT TO
AGENCY COUNSEL REVIEW AND APPROVAL**

WHEREAS, the Board of Directors (the "Board of Directors") of the San Joaquin Area Flood Control Agency (the "Agency") on November 8, 2018 pursuant to Government Code Section 66000 et. seq. has made the required findings and adopted Resolution 18-21 establishing the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee program ("the Fee"); and,

WHEREAS, the Agency has approved and executed the Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee with the Cities of Stockton, Lathrop, Manteca and San Joaquin County ("Collection Agreement"); and,

WHEREAS, the Fee and Collection Agreement contemplate a Fee Crediting Program in the event a developer has advanced funded its fee obligation or constructed facilities creditable toward the fee obligation; and,

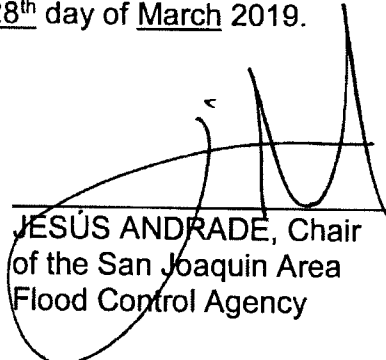
WHEREAS, the Fee Crediting Program requires that in order for a developer to receive credit toward the Fee for prior advance funding or the construction of facilities the developer must enter in an agreement that specifies the terms of fee crediting.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. The Board of Directors hereby approves the form of Fee Credit Agreement for Developer Contribution toward the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee attached as Exhibit "A" and incorporated by this reference; and,

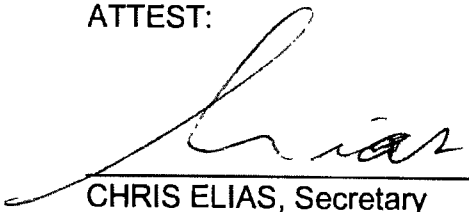
2. Executive Director is authorized to finalize and execute Fee Credit Agreement(s) with developers that are in substantial conformance to the form of agreement attached as Attachment "1" subject to the review and approval by Agency Counsel.

PASSED, APPROVED AND ADOPTED this 28th day of March 2019.




JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Kathryn L. Oehlschlager

ATTACHMENT A

[SJAFCA STANDARD FORM]

FEE CREDIT AGREEMENT FOR DEVELOPER CONTRIBUTION TOWARD THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Fee Credit Agreement (“Agreement”) is made and entered into on _____ by and among the San Joaquin Area Flood Control Agency (“SJAFCA”), the _____ (“Developer”), and the City of _____ (“Land Use Agency”). A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, the County of San Joaquin (County), the San Joaquin County Flood Control and Water Conservation District (“SJCFWCWD”), and the cities of Stockton, Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement (“JEPA”) to reform the San Joaquin Area Flood Control Agency (“Agency”) with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mossdale Tract Area (the “Program”).

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, “the Land Use Agencies”).

WHEREAS, SJAFCA has exercised this authority by approving Resolution 18-21 Establishing the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban

Level of Flood Protection Development Impact Fee ("DIF Resolution"), for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA has prepared the Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") that describes and determines the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF") and sets forth the required findings pursuant to Government Code Section 66000 et. seq. and approved the Nexus Study and adopted the DIF.

WHEREAS, SJAFCA and the Land Use Agencies have executed an Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Collection Agreement") that provides that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area collect and transmit to SJAFCA the applicable DIF for the development project for which such building permit is to be issued.

WHEREAS, prior to the development of SJAFCA's DIF, some developers advanced funds to the Land Use Agencies in furtherance of the Program, and in the future other developers may advance moneys in furtherance of the Program, and in both of these cases clarity is needed as to how to credit these funds to the eventual obligations of the developers to pay the DIF prior to building permits being issued.

WHEREAS, certain developers may be willing to perform work in kind in support of the Program (such as planning, design, construction, or dedication of lands) in lieu of paying some or all of the DIF, and in some cases SJAFCA may determine that such work in kind is advantageous to the Program and may consent to the developer performing such work, but clarity is needed as to how to credit the work in kind toward the eventual obligation of the developer to pay the DIF prior to building permits being issued.

WHEREAS, the purpose of this Agreement is to provide clarity as to how to credit advanced funds or work in kind to the eventual obligation of a developer to pay the DIF prior to building permits being issued.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

[OPTIONAL PROVISION FOR ADVANCE PAYMENTS]

2. Credit & Reimbursement Study. In cooperation with the Land Use Agencies that have received advanced funds, SJAFCA has prepared a Credit and Reimbursement Study (include as Exhibit A) that documents the total amount of payments received by the Land Use Agencies as advances on future DIF obligations ("Prior Advance Funding Credit"). SJAFCA has committed to supplementing the Study when and if further advanced payments are made to document those payments. For any advance payments made, the Study also identifies the project or projects to which the advance payments should be applied. In preparing the Study (or any supplement) SJAFCA also consulted with the developer to ensure that information in the Study was correct. Developer hereby agrees that the Study is correct as to the amount of the Developer's Prior Advance Funding Credit and the project or projects to which the advance payment should be applied.

[OPTIONAL PROVISION FOR IN-KIND WORK]

3. Credit for In Kind Work.

a. Developer has approached SJAFCA and proposed to provide in-kind services, as reflected on Exhibit B, in furtherance of the Program and consistent with the ULOP. SJAFCA has evaluated the proposal as reflected on Exhibit B and confirmed that the proposed in-kind services are in furtherance of the Program, are

consistent with the ULOP, and are desired by SJAFCA for performance by the Developer.

b. Upon completion and acceptance of the in-kind work, as determined in this Section 3, Developer shall accrue a credit toward the DIF in an amount not to exceed \$_____¹. Upon completion and acceptance of the in-kind work, SJAFCA will determine the final credit amount, which SJAFCA will determine based upon the Developer's actual costs for the in-kind work, but which amount may not exceed the amount in the previous sentence. The final determined amount shall be referred to as the "Constructed Facilities Funding Credit."

c. Developer agrees to perform the in-kind work as described in Exhibit B. Developer shall ensure that the in-kind work is being performed consistent with all obligations reflected in Exhibit B, including but not limited to the approved plans, specifications, permitting, and permissions, including approval by or conditions imposed by Reclamation District 17. Developer understands that RD 17 may elect to require security bonds, performance bonds, insurance, or indemnities associated with the work to be performed. To the extent that Exhibit B requires the dedication of lands, rights of way, or facilitates, the in-kind work will not be deemed complete until such dedications are final.

d. Developer understands that SJAFCA is pursuing the Program under a strict timeline and is relying upon Developer to complete its work in kind consistent with the schedule contained in Exhibit B. In the event that Developer is not able to comply with the schedule contained in Exhibit B, SJAFCA shall have the sole and absolute discretion to recapture the work in kind intended to be performed Developer. In such case, SJAFCA shall provide Constructed Facilities Funding Credits only for the work which is of value to SJAFCA.

e. Developer agrees that SJAFCA, and its agents, shall have access at all reasonable times to inspect the in-kind work, and that the work will not be deemed

¹ This should be the amount developed by SJAFCA's team as part of the engineer's estimate.

complete until such time as SJAFCA or any other entity selected by SJAFCA performs a final inspection of the work and concludes that the work was performed consistent with Exhibit B.

4. Use of [Prior Advance Funding Credit][and/or Constructed Facilities Funding Credit].

a. As a result of the Developer accruing [Constructed Facilities Funding Credits and/or] [Prior Advance Funding Credits], Developer has accrued credits toward the DIF in the amount of \$_____.² Developer shall be permitted to apply this accrued credit to the DIF on a proportionate basis as the Developer's project or projects are/is developed. The basis for the proportionality will be the ratio of Remaining Credit to Total Remaining Acres to be developed as provided in this Section 4.

b. Definitions:

i. "Remaining Credit" is defined as the credit identified in Section 4.a above.

ii. "Total Remaining Acres" is defined as the acres to be developed which are the difference between the Developer's total developable GDAs as identified in the Credit and Reimbursement Study and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

c. As the Developer applies for building permits and the DIF becomes due, the Developer may fund a portion of the DIF based on the relative proportionality between the Total Remaining Acres and the Remaining Credit, as calculated by the Land Use Agency. Nothing in this Agreement is intended to preclude the deferral of the DIF by the Land Use Agency consistent with any adopted fee deferral program by the Land Use agency. The DIF rate is based upon Initial Fee Rates in

² This should be the total amount from the two categories. If the developer used any of the credits already, that will need to be addressed here. If so, we need to subtract that amount.

November 8, 2018 Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFCA Resolution 18-21 on November 8, 2018.

5. Excess Credit. If the Remaining Credit accrued by the Developer is greater than the DIF applicable to the Total Remaining Acres in Developer's project or projects, the Developer may elect from the following: (i) Developer may elect to pursue an additional project or project within the Program Area to increase the Total Remaining Acres across which the Remaining Credit may be applied, or (ii) Developer may apply for a refund from SJAFCA. SJAFCA shall not be required to provide such a refund until such time as SJAFCA, in its sole and absolute discretion, determines that SJAFCA has excess funds collected from the DIF to complete the Program.

6. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For Land Use Agency

[Fill In]

For Developer

[Fill In]

For SJAFCA

[Fill In]

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

7. Term. This Agreement shall be effective once executed by all Parties and shall remain in effect until all accrued credits have been applied or reimbursements have been received.

8. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless

made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

9. Governing Laws And Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

10. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

11. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

12. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the application of credit to the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

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

15. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

[Signature block]

[TO BE INSERTED FOR ADVANCE FUNDING CREDIT]

EXHIBIT A

**MOSSDALE TRACT ACRE REGIONAL URBAN LEVEL OF FLOOD PROTECTION
ADVANCE FUNDING CREDIT AND REIMBRUSEMENT STUDY**

[TO BE INSERTED FOR CONSTRUCTION OF FACILITIES FOR IN-KIND CREDIT]

EXHIBIT B

SCOPE OF SERVICES, BUDGET ESTIMATE AND APPLICABLE TERMS FOR IN-KIND
CONSTRUCTION OF CREDITABLE FACILITIES

Table B1

Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Initial Starting Development Fee Rate Summary

Land Use Reference	Fee Rate Summary (Current Adopted)					
	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	Units / 1,000		Fee Rate per Unit / 1,000 Building Sq Ft
				Building Sq Ft Per Acre	Building Sq Ft Per Acre	
	[1]	3%				[2]
Single-Family	\$18,845	\$583	\$19,428	6.13		\$3,169
Multifamily	\$17,160	\$531	\$17,691	19.19		\$922
Commercial	\$17,847	\$552	\$18,399	12.76		\$1,442
Industrial	\$14,850	\$459	\$15,309	13.76		\$1,113

[1] Regional Development Impact Fee Rates for FY 18/19.

[2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.

[3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B2
Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Year	Revenue by Land Use				Increase Factor 15%	Total Fee Revenue [1]
	Single Family	Multifamily	Commercial	Industrial		
	Table B3	Table B4	Table B5	Table B6		
2016	\$ 0	\$ 0	\$ 0	\$ 0		\$ 0
2017	\$ 0	\$ 0	\$ 0	\$ 0		\$ 0
2018 [2]	N/A	N/A	N/A	N/A		\$ 826,986
2019 [3]	N/A	N/A	N/A	N/A		\$ 1,888,567
2020 [4]	N/A	N/A	N/A	N/A		\$ 1,368,391
2021	\$ 1,420,209	\$ 235,821	\$ 318,125	\$ 2,572,090	1.15	\$ 5,228,181
2022	\$ 1,689,348	\$ 241,259	\$ 1,435,515	\$ 2,449,421	1.15	\$ 6,687,875
2023	\$ 2,367,451	\$ 145,589	\$ 1,178,540	\$ 2,498,409	1.15	\$ 7,118,487
2024	\$ 2,023,192	\$ 148,501	\$ 779,324	\$ 2,324,180	1.15	\$ 6,066,476
2025	\$ 2,509,256	\$ 193,217	\$ 910,204	\$ 2,430,386	1.15	\$ 6,949,522
2026	\$ 2,316,215	\$ 420,531	\$ 904,194	\$ 1,659,525	1.15	\$ 6,095,534
2027	\$ 2,222,730	\$ 355,824	\$ 983,818	\$ 1,339,249	1.15	\$ 5,636,864
2028	\$ 2,267,185	\$ 210,530	\$ 954,461	\$ 1,366,350	1.15	\$ 5,518,305
2029	\$ 2,312,984	\$ 214,533	\$ 1,064,179	\$ 815,744	1.15	\$ 5,068,556
2030	\$ 2,050,436	\$ 211,001	\$ 1,284,617	\$ 482,644	1.15	\$ 4,633,003
2031	\$ 2,009,975	\$ 41,405	\$ 1,205,096	\$ 492,297	1.15	\$ 4,311,089
2032	\$ 2,049,933	\$ 130,220	\$ 1,205,405	\$ 502,143	1.15	\$ 4,470,856
2033	\$ 1,704,826	\$ 89,746	\$ 1,366,022	\$ 1,518,308	1.15	\$ 5,380,738
2034	\$ 1,737,415	\$ 91,541	\$ 1,393,557	\$ 1,493,817	1.15	\$ 5,423,779
2035	\$ 1,238,181	\$ 93,372	\$ 1,360,710	\$ 1,451,579	1.15	\$ 4,765,418
2036	\$ 1,043,041	\$ 95,239	\$ 1,293,378	\$ 1,481,228	1.15	\$ 4,499,820
2037	\$ 1,063,902	\$ 97,144	\$ 986,340	\$ 1,031,201	1.15	\$ 3,655,375
2038	\$ 1,085,180	\$ 40,873	\$ 819,024	\$ 433,232	1.15	\$ 2,735,055
2039	\$ 1,106,883	\$ 0	\$ 834,537	\$ 441,896	1.15	\$ 2,740,814
2040	\$ 1,048,073	\$ 0	\$ 571,202	\$ 450,734	1.15	\$ 2,380,511
2041	\$ 615,785	\$ 0	\$ 608,025	\$ 459,749	1.15	\$ 1,936,093
2042	\$ 628,101	\$ 0	\$ 620,186	\$ 468,944	1.15	\$ 1,974,815
2043	\$ 640,663	\$ 0	\$ 641,976	\$ 477,376	1.15	\$ 2,024,017
2044	\$ 653,476	\$ 0	\$ 589,825	\$ 0	1.15	\$ 1,429,796
2045	\$ 666,545	\$ 0	\$ 601,621	\$ 0	1.15	\$ 1,458,392
2046	\$ 679,876	\$ 0	\$ 613,654	\$ 0	1.15	\$ 1,487,559
2047	\$ 693,474	\$ 0	\$ 598,524	\$ 0	1.15	\$ 1,485,797
2048	\$ 707,343	\$ 0	\$ 578,460	\$ 0	1.15	\$ 1,478,674
2049	\$ 721,490	\$ 0	\$ 590,030	\$ 0	1.15	\$ 1,508,248
2050	\$ 735,920	\$ 0	\$ 601,830	\$ 0	1.15	\$ 1,538,413
2051	\$ 750,638	\$ 0	\$ 589,804	\$ 0	1.15	\$ 1,541,509
2052	\$ 765,651	\$ 0	\$ 516,376	\$ 0	1.15	\$ 1,474,331
2053	\$ 780,964	\$ 0	\$ 526,704	\$ 0	1.15	\$ 1,503,818
2054	\$ 796,583	\$ 0	\$ 537,238	\$ 0	1.15	\$ 1,533,894
2055	\$ 812,515	\$ 0	\$ 530,991	\$ 0	1.15	\$ 1,545,032
2056	\$ 828,765	\$ 0	\$ 436,335	\$ 0	1.15	\$ 1,454,866
2057	\$ 845,341	\$ 0	\$ 354,684	\$ 0	1.15	\$ 1,380,028
2058	\$ 862,248	\$ 0	\$ 361,777	\$ 0	1.15	\$ 1,407,628
2059	\$ 879,492	\$ 0	\$ 369,013	\$ 0	1.15	\$ 1,435,781
2060	\$ 1,008,576	\$ 0	\$ 369,423	\$ 0	1.15	\$ 1,584,699
Total	\$ 50,339,862	\$ 3,056,346	\$ 31,484,723	\$ 28,640,501		\$ 134,633,592

[1] Total projected fee revenue assumes a 2% escalation in the ENR Index.

[2] Total revenues received January 2018 through December 2018. Amounts include interest for the program.

[3] Total revenues received January 2019 through December 2019. Amounts include interest for the program

Table B3
Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Year	Single Family Acres By Jurisdiction				Total	Base Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp		
				County		
Initial Fee Rate/Acre						Table B1 \$ 18,692
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	12.9	0.0	1.4	14.3	\$ 266,739
2020	0.0	35.2	10.4	5.7	51.3	\$ 975,523
2021	21.3	35.7	10.4	5.7	73.1	\$ 1,420,209
2022	21.3	47.8	10.4	5.7	85.2	\$ 1,689,348
2023	21.3	69.7	10.4	15.7	117.1	\$ 2,367,451
2024	21.3	50.7	10.4	15.7	98.1	\$ 2,023,192
2025	24.6	72.7	6.4	15.7	119.3	\$ 2,509,256
2026	24.6	67.7	0.0	15.7	108.0	\$ 2,316,215
2027	24.6	61.3	0.0	15.7	101.6	\$ 2,222,730
2028	24.6	61.3	0.0	15.7	101.6	\$ 2,267,185
2029	24.6	61.3	0.0	15.7	101.6	\$ 2,312,984
2030	24.6	48.0	0.0	15.7	88.3	\$ 2,050,436
2031	24.6	44.6	0.0	15.7	84.9	\$ 2,009,975
2032	24.6	44.6	0.0	15.7	84.9	\$ 2,049,933
2033	24.6	44.6	0.0	0.0	69.2	\$ 1,704,826
2034	24.6	44.6	0.0	0.0	69.1	\$ 1,737,415
2035	21.3	27.0	0.0	0.0	48.3	\$ 1,238,181
2036	21.3	18.6	0.0	0.0	39.9	\$ 1,043,041
2037	21.3	18.6	0.0	0.0	39.9	\$ 1,063,902
2038	21.3	18.6	0.0	0.0	39.9	\$ 1,085,180
2039	21.3	18.6	0.0	0.0	39.9	\$ 1,106,883
2040	21.3	15.7	0.0	0.0	37.0	\$ 1,048,073
2041	21.3	0.0	0.0	0.0	21.3	\$ 615,785
2042	21.3	0.0	0.0	0.0	21.3	\$ 628,101
2043	21.3	0.0	0.0	0.0	21.3	\$ 640,663
2044	21.3	0.0	0.0	0.0	21.3	\$ 653,476
2045	21.3	0.0	0.0	0.0	21.3	\$ 666,545
2046	21.3	0.0	0.0	0.0	21.3	\$ 679,876
2047	21.3	0.0	0.0	0.0	21.3	\$ 693,474
2048	21.3	0.0	0.0	0.0	21.3	\$ 707,343
2049	21.3	0.0	0.0	0.0	21.3	\$ 721,490
2050	21.3	0.0	0.0	0.0	21.3	\$ 735,920
2051	21.3	0.0	0.0	0.0	21.3	\$ 750,638
2052	21.3	0.0	0.0	0.0	21.3	\$ 765,651
2053	21.3	0.0	0.0	0.0	21.3	\$ 780,964
2054	21.3	0.0	0.0	0.0	21.3	\$ 796,583
2055	21.3	0.0	0.0	0.0	21.3	\$ 812,515
2056	21.3	0.0	0.0	0.0	21.3	\$ 828,765
2057	21.3	0.0	0.0	0.0	21.3	\$ 845,341
2058	21.3	0.0	0.0	0.0	21.3	\$ 862,248
2059	21.3	0.0	0.0	0.0	21.3	\$ 879,492
2060	24.0	0.0	0.0	0.0	24.0	\$ 1,008,576
Total	888.5	919.5	58.4	175.3	2,041.8	\$51,582,124

Source:

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Table B4
Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Year	Multifamily Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp		
				County		
Initial Fee Rate/Acre						Table B1 \$ 17,021
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	5.8	0.0	7.5	0.0	13.3	\$ 235,821
2022	3.3	2.6	7.5	0.0	13.4	\$ 241,259
2023	0.0	7.9	0.0	0.0	7.9	\$ 145,589
2024	0.0	7.9	0.0	0.0	7.9	\$ 148,501
2025	0.0	10.1	0.0	0.0	10.1	\$ 193,217
2026	8.2	5.8	7.5	0.0	21.5	\$ 420,531
2027	8.2	2.2	7.5	0.0	17.9	\$ 355,824
2028	8.2	2.2	0.0	0.0	10.4	\$ 210,530
2029	8.2	2.2	0.0	0.0	10.4	\$ 214,533
2030	10.0	0.0	0.0	0.0	10.0	\$ 211,001
2031	1.9	0.0	0.0	0.0	1.9	\$ 41,405
2032	1.9	0.0	4.0	0.0	5.9	\$ 130,220
2033	0.0	0.0	4.0	0.0	4.0	\$ 89,746
2034	0.0	0.0	4.0	0.0	4.0	\$ 91,541
2035	0.0	0.0	4.0	0.0	4.0	\$ 93,372
2036	0.0	0.0	4.0	0.0	4.0	\$ 95,239
2037	0.0	0.0	4.0	0.0	4.0	\$ 97,144
2038	0.0	0.0	1.7	0.0	1.7	\$ 40,873
2039	0.0	0.0	0.0	0.0	0.0	\$ 0
2040	0.0	0.0	0.0	0.0	0.0	\$ 0
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
2050	0.0	0.0	0.0	0.0	0.0	\$ 0
2051	0.0	0.0	0.0	0.0	0.0	\$ 0
2052	0.0	0.0	0.0	0.0	0.0	\$ 0
2053	0.0	0.0	0.0	0.0	0.0	\$ 0
2054	0.0	0.0	0.0	0.0	0.0	\$ 0
2055	0.0	0.0	0.0	0.0	0.0	\$ 0
2056	0.0	0.0	0.0	0.0	0.0	\$ 0
2057	0.0	0.0	0.0	0.0	0.0	\$ 0
2058	0.0	0.0	0.0	0.0	0.0	\$ 0
2059	0.0	0.0	0.0	0.0	0.0	\$ 0
2060	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	55.7	40.8	55.7	0.0	152.2	\$3,056,346

Source:
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Table B5
Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Commercial

Year	Commercial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp		
				County		
Initial Fee Rate/Acre						Table B1 \$ 17,702
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	3.8	0.0	0.0	0.0	3.8	\$ 68,087
2021	17.3	0.0	0.0	0.0	17.3	\$ 318,125
2022	17.3	12.7	44.6	1.9	76.5	\$ 1,435,515
2023	17.3	16.5	24.0	3.8	61.6	\$ 1,178,540
2024	17.3	16.5	2.3	3.8	39.9	\$ 779,324
2025	16.8	20.3	2.3	6.3	45.7	\$ 910,204
2026	15.6	20.3	2.3	6.3	44.5	\$ 904,194
2027	15.6	21.4	2.3	8.3	47.5	\$ 983,818
2028	15.6	19.1	2.3	8.3	45.2	\$ 954,461
2029	15.5	23.3	2.3	8.3	49.4	\$ 1,064,179
2030	24.6	23.3	2.3	8.3	58.4	\$ 1,284,617
2031	19.9	23.3	2.3	8.3	53.7	\$ 1,205,096
2032	19.9	22.2	2.3	8.3	52.7	\$ 1,205,405
2033	19.9	22.2	2.3	14.1	58.5	\$ 1,366,022
2034	19.9	22.2	2.3	14.1	58.5	\$ 1,393,557
2035	19.9	22.2	2.3	11.6	56.0	\$ 1,360,710
2036	19.9	18.4	2.3	11.6	52.2	\$ 1,293,378
2037	19.9	5.2	2.3	11.6	39.1	\$ 986,340
2038	19.9	3.8	2.3	5.7	31.8	\$ 819,024
2039	19.9	3.8	2.3	5.7	31.8	\$ 834,537
2040	7.5	3.8	2.3	7.6	21.3	\$ 571,202
2041	8.5	3.8	2.3	7.6	22.2	\$ 608,025
2042	8.5	3.8	2.3	7.6	22.2	\$ 620,186
2043	8.5	3.8	2.3	8.0	22.6	\$ 641,976
2044	8.5	3.8	2.3	5.7	20.3	\$ 589,825
2045	8.5	3.8	2.3	5.7	20.3	\$ 601,621
2046	8.5	3.8	2.3	5.7	20.3	\$ 613,654
2047	8.5	3.8	2.3	4.8	19.4	\$ 598,524
2048	8.5	3.8	2.3	3.8	18.4	\$ 578,460
2049	8.5	3.8	2.3	3.8	18.4	\$ 590,030
2050	8.5	3.8	2.3	3.8	18.4	\$ 601,830
2051	7.5	3.8	2.5	3.8	17.7	\$ 589,804
2052	7.5	3.8	0.0	3.8	15.2	\$ 516,376
2053	7.5	3.8	0.0	3.8	15.2	\$ 526,704
2054	7.5	3.8	0.0	3.8	15.2	\$ 537,238
2055	7.5	3.4	0.0	3.8	14.7	\$ 530,991
2056	7.5	0.0	0.0	4.3	11.9	\$ 436,335
2057	7.5	0.0	0.0	1.9	9.5	\$ 354,684
2058	7.5	0.0	0.0	1.9	9.5	\$ 361,777
2059	7.5	0.0	0.0	1.9	9.5	\$ 369,013
2060	7.4	0.0	0.0	1.9	9.3	\$ 369,423
Total	523.3	377.4	133.2	241.6	1,275.6	\$31,552,811

Table B6
Mossdale Tract: 2021 Adequate Progress Report
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

Year	Industrial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp		
				County		
Initial Fee Rate/Acre						Table B1 \$ 14,729
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	19.1	19.6	0.0	0.0	38.7	\$ 579,406
2021	100.0	68.0	0.0	0.0	168.0	\$ 2,572,090
2022	73.5	83.4	0.0	0.0	156.9	\$ 2,449,421
2023	73.5	83.4	0.0	0.0	156.9	\$ 2,498,409
2024	73.5	69.6	0.0	0.0	143.1	\$ 2,324,180
2025	73.5	73.2	0.0	0.0	146.7	\$ 2,430,386
2026	73.4	24.7	0.0	0.0	98.2	\$ 1,659,525
2027	74.1	3.6	0.0	0.0	77.7	\$ 1,339,249
2028	74.1	3.6	0.0	0.0	77.7	\$ 1,366,350
2029	41.9	3.6	0.0	0.0	45.5	\$ 815,744
2030	22.8	3.6	0.0	0.0	26.4	\$ 482,644
2031	22.8	3.6	0.0	0.0	26.4	\$ 492,297
2032	22.8	3.6	0.0	0.0	26.4	\$ 502,143
2033	22.8	3.6	23.0	28.9	78.2	\$ 1,518,308
2034	22.8	3.6	20.2	28.9	75.4	\$ 1,493,817
2035	22.8	0.0	20.2	28.9	71.9	\$ 1,451,579
2036	22.8	0.0	20.2	28.9	71.9	\$ 1,481,228
2037	0.0	0.0	20.2	28.9	49.1	\$ 1,031,201
2038	0.0	0.0	20.2	0.0	20.2	\$ 433,232
2039	0.0	0.0	20.2	0.0	20.2	\$ 441,896
2040	0.0	0.0	20.2	0.0	20.2	\$ 450,734
2041	0.0	0.0	20.2	0.0	20.2	\$ 459,749
2042	0.0	0.0	20.2	0.0	20.2	\$ 468,944
2043	0.0	0.0	20.2	0.0	20.2	\$ 477,376
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
2050	0.0	0.0	0.0	0.0	0.0	\$ 0
2051	0.0	0.0	0.0	0.0	0.0	\$ 0
2052	0.0	0.0	0.0	0.0	0.0	\$ 0
2053	0.0	0.0	0.0	0.0	0.0	\$ 0
2054	0.0	0.0	0.0	0.0	0.0	\$ 0
2055	0.0	0.0	0.0	0.0	0.0	\$ 0
2056	0.0	0.0	0.0	0.0	0.0	\$ 0
2057	0.0	0.0	0.0	0.0	0.0	\$ 0
2058	0.0	0.0	0.0	0.0	0.0	\$ 0
2059	0.0	0.0	0.0	0.0	0.0	\$ 0
2060	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	836.1	450.6	225.0	144.3	1,656.0	\$29,219,907

Table B7
Mossdale Tract: 2021 Adequate Progress Report
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca	\$61,622
		River Islands	\$15,500
		Saybrook CLSP	\$13,020
		Richland	\$14,415
		Lathrop Gateway/Lazares	\$3,720
		Saybrook CLSP	\$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP	\$25,000
		Lathrop	\$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca	\$863,066
		Lathrop	\$750,000
		Saybrook CLSP	\$500,000
		Others	\$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop	\$42,360
		Manteca	\$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOP</i>	\$80,010	Lathrop	\$53,340
		Manteca	\$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i>			
<i>Task Order No. 1</i>	\$172,018	Lathrop	\$114,679
		Manteca	\$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFA Seed Funding Agreement Loans & Interest in Funds	\$313,351	Lathrop	\$115,000
		Manteca	\$65,000
		Stockton	\$65,000
		SJ County	\$65,000
		Interest (Use of Money)	\$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop	\$1,126,621
		Lathrop Gateway/Lazares	\$3,720
		Manteca	\$1,095,580
		Stockton	\$65,703
		SJ County	\$65,703
		Others	\$476,131
		Richland	\$14,415
		River Islands	\$15,500
		Saybrook CLSP	\$552,987
		RD 17	\$126,300
	\$3,542,659		\$3,542,659

Source: City of Lathrop, LWA

APPENDIX C:
RD 17 LSRP PROJECT SUPPORTING TABLES

Table C1 Remaining Expenditure Schedule for Phase 3 LSRP C-1

Table C2 EIP Funding Agreement Credit..... C-2

Table C3 State Payments Received to Date & State Share Remaining..... C-3

Table C4 Expenses Reported to DWR C-4

Table C5 Historic RD 17 Financial Statements C-5

Table C1

Mossdale Tract: 2021 Adequate Progress Report
Estimated Remaining Expenditure Schedule for LSRP (All Phases)

Month & Year	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022
Remaining Costs	82,900	82,900	82,900	216,567	216,567	216,567	74,747	74,747	74,747	74,747	74,747
Total Expenses	82,900	82,900	82,900	216,567	216,567	216,567	74,747	74,747	74,747	74,747	74,747
Month & Year	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	TOTAL
Remaining Costs	74,747	4,523,080	4,523,080	4,523,080	4,524,747	4,524,747	4,524,747	2,269,880	2,269,880	2,269,880	35,300,000
Total Expenses	74,747	4,523,080	4,523,080	4,523,080	4,524,747	4,524,747	4,524,747	2,269,880	2,269,880	2,269,880	35,300,000

Table C2
Mossdale Tract: 2021 Adequate Progress Report
EIP Funding Agreement Credit

Levee Seepage Repair Project Phase	Eligible Project Credit	State Share
LSRP - Phase I	2,630,649	1,578,389
LSRP - Phase II	3,756,668	2,254,001
LSRP - Phase III	625,090	375,054
Total	\$7,012,406	\$4,207,444

Source: KSN

Table C3
Mossdale Tract: 2021 Adequate Progress Report
State Payments Received to Date & State Share Remaining

Received Date	Total	State Share	Credit Applied
4/15/2010	2,182,950.00	1,389,150.00	793,800.00
6/8/2010	886,525.00	602,717.00	283,808.00
12/19/2011	2,828,433.00	2,355,408.00	473,025.00
5/30/2012	452,031.61	420,837.61	31,194.00
11/13/2013	1,617,235.00	1,041,086.00	576,149.00
Through Q40	7,618,403.64	5,981,016.61	1,637,387.03
Subtotal	15,585,578.25	11,790,215.22	3,795,363.03
Remaining	\$ 28,207,517.08	27,795,436.47	412,080.61
Total	\$ 43,793,095.33	\$ 39,585,651.68	\$ 4,207,443.64

Source: KSN

Table C4
Mossdale Tract: 2021 Adequate Progress Report
Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 1	2010	Q1	\$0	\$866,617	\$223,200
Quarter 2	2010	Q2	\$0	\$1,973,380	\$558,289
Quarter 3	2010	Q3	\$2,019	\$944,450	\$330,377
Quarter 4	2010	Q4	\$2,717	\$320,758	\$474,112
Quarter 5	2011	Q1	\$1,756	\$58,861	\$563,240
Quarter 6	2011	Q2	\$0	\$327,945	\$177,526
Quarter 7	2011	Q3	\$1,413	\$79,657	\$169,326
Quarter 8	2011	Q4	\$2,247	\$27,994	\$178,793
Quarter 9	2012	Q1	\$0	\$119,734	\$209,277
Quarter 10	2012	Q2	\$1,311	\$379,956	\$150,024
Quarter 11	2012	Q3	\$1,444	\$552,568	\$121,165
Quarter 12	2012	Q4	\$502	\$383,096	\$139,318
Quarter 13	2013	Q1	\$0	\$83,459	\$177,599
Quarter 14	2013	Q2	\$638	\$107,557	\$120,283
Quarter 15	2013	Q3	\$509	\$7,251	\$150,287
Quarter 16	2013	Q4	\$0	\$4,524	\$160,103
Quarter 17	2014	Q1	\$0	\$369	\$174,827
Quarter 18	2014	Q2	\$0	\$6,935	\$272,888
Quarter 19	2014	Q3	\$0	\$9,000	\$145,107
Quarter 20	2014	Q4	\$999	\$7,444	\$289,306
Quarter 21	2015	Q1	\$7,930	\$7,717	\$213,506
Quarter 22	2015	Q2	\$7,140	\$18,637	\$173,810
Quarter 23	2015	Q3	\$540	\$7,305	\$224,115
Quarter 24	2015	Q4	\$0	\$0	\$1,114,855
Quarter 25	2016	Q1	\$3,720	\$8,378	\$472,267
Quarter 26	2016	Q2	\$228	\$25,387	\$205,565
Quarter 27	2016	Q3	\$0	\$20,015	\$225,024
Quarter 28	2016	Q4	\$0	\$69,326	\$347,394
Quarter 29	2017	Q1	\$0	\$9,934	\$3,184,943
Quarter 30	2017	Q2	\$0	\$6,489	\$2,621,495
Quarter 31	2017	Q3	\$0	\$0	\$862,141
Quarter 32	2017	Q4	\$0	\$0	\$990,150
Quarter 33	2018	Q1	\$0	\$0	\$257,589
Quarter 34	2018	Q2	\$0	\$0	\$267,170
Quarter 35	2018	Q3	\$0	\$58,041	\$244,441
Quarter 36	2018	Q4	\$0	\$10,068	\$250,358
Quarter 37	2019	Q1	\$0	\$0	\$109,934
Quarter 38	2019	Q2	\$0	\$0	\$408,863
Quarter 39	2019	Q3	\$0	\$0	\$307,982
Quarter 40	2019	Q4	\$0	\$0	\$945,541
Quarter 41	2020	Q1	\$0	\$12,015	\$2,479,798
Quarter 42	2020	Q2	\$0	\$7,990	\$2,174,239

Table C4
Mossdale Tract: 2021 Adequate Progress Report
Expenses Reported to DWR

Project Quarter	Year	Fiscal Quarter	LSRP - Phase I Expenses	LSRP - Phase II Expenses	LSRP - Phase III Expenses
Quarter 43	2020	Q3	\$0	\$6,375	\$534,295
Quarter 44	2020	Q4	\$0	\$0	\$204,616
Quarter 45	2021	Q1	\$0	\$10,076	\$496,529
Total			\$ 35,112	\$ 6,539,308	\$ 24,101,666

Source: KSN, LWA

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year	2010				2011				2012			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	1,534,738	1,534,738	-	-	-	-	-	-	1,640,233	1,640,233	-	-
Assessments	1,542,907	1,542,907	-	-	1,573,048	1,573,048	-	-	1,495,598	1,495,598	-	-
Property taxes	80,197	80,197	-	-	121,729	121,729	-	-	102,670	102,670	-	-
Interest	44,107	44,107	-	-	32,566	32,566	-	-	9,557	9,557	-	-
Other revenue	100,550	100,550	-	-	100,295	100,295	-	-	562	562	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	3,302,498	3,302,498	-	-	1,827,637	1,827,637	-	-	3,248,619	3,248,619	-	-
Expenditures												
Levee repairs and maintenance	182,568	182,568	-	-	90,630	90,630	-	-	78,201	78,201	-	-
Engineering	44,731	44,731	-	-	63,021	63,021	-	-	40,144	40,144	-	-
Legal and accounting	78,800	78,800	-	-	82,354	82,354	-	-	66,601	66,601	-	-
Vegetation control	42,823	42,823	-	-	34,175	34,175	-	-	34,825	34,825	-	-
Payroll expenses	4,812	4,812	-	-	8,482	8,482	-	-	6,623	6,623	-	-
Rodent control	3,250	3,250	-	-	255	255	-	-	12,962	12,962	-	-
County charges	14,980	14,980	-	-	15,096	15,096	-	-	25,768	25,768	-	-
Insurance	7,162	7,162	-	-	6,293	6,293	-	-	5,536	5,536	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	132	132	-	-	-	-	-	-	-	-	-	-
Miscellaneous	11,828	11,828	-	-	1,287	1,287	-	-	375	375	-	-
Trustee fees	438	438	-	-	388	388	-	-	438	438	-	-
Automobile expense	1,800	1,800	-	-	1,908	1,908	-	-	1,800	1,800	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	553	553	-	-
Permits	435	435	-	-	435	435	-	-	-	-	-	-
Publication cost	61	61	-	-	138	138	-	-	238	238	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	34,398	34,398	-	-	29,043	29,043	-	-	31,721	31,721	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	150,000	150,000	-	-	-	-	-	-	-	-	-	-
Equipment rental	1,412	1,412	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,892,403	3,892,403	-	-	2,552,743	2,552,743	-	-	499,463	499,463	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	453,309	453,309	-	-	107,500	107,500	-	-	112,500	112,500	-	-
Interest	376,391	376,391	-	-	522,227	522,227	-	-	518,335	518,335	-	-
Total Expenditures	5,302,227	5,302,227	-	-	3,516,471	3,516,471	-	-	1,436,079	1,436,079	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year	2013				2014				2015			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	808,618	808,618	-	-	-	-	-	-
Assessments	1,450,901	1,450,901	-	-	1,444,959	1,444,959	-	-	1,415,812	1,415,812	-	-
Property taxes	107,189	107,189	-	-	106,405	106,405	-	-	120,689	120,689	-	-
Interest	13,447	13,447	-	-	14,364	14,364	-	-	17,264	17,264	-	-
Other revenue	103,835	103,835	-	-	6,625	6,625	-	-	514	514	-	-
Penalties and interest on late assessments	-	-	-	-	3,434	3,434	-	-	-	-	-	-
Total Revenues	1,675,371	1,675,371	-	-	2,384,404	2,384,404	-	-	1,554,278	1,554,278	-	-
Expenditures												
Levee repairs and maintenance	43,227	43,227	-	-	132,018	132,018	-	-	116,170	116,170	-	-
Engineering	31,757	31,757	-	-	152,597	152,597	-	-	99,124	99,124	-	-
Legal and accounting	65,667	65,667	-	-	104,832	104,832	-	-	137,060	137,060	-	-
Vegetation control	41,225	41,225	-	-	47,425	47,425	-	-	41,575	41,575	-	-
Payroll expenses	8,371	8,371	-	-	6,831	6,831	-	-	5,409	5,409	-	-
Rodent control	3,017	3,017	-	-	3,090	3,090	-	-	5,785	5,785	-	-
County charges	14,984	14,984	-	-	15,019	15,019	-	-	15,108	15,108	-	-
Insurance	8,121	8,121	-	-	7,722	7,722	-	-	7,828	7,828	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	372	372	-	-	1,016	1,016	-	-	2,333	2,333	-	-
Trustee fees	1,038	1,038	-	-	300	300	-	-	375	375	-	-
Automobile expense	1,172	1,172	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	3,535	3,535	-	-
Publication cost	45	45	-	-	-	-	-	-	91	91	-	-
Bank fees	-	-	-	-	-	-	-	-	2,100	2,100	-	-
Special projects	31,721	31,721	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	49,863	49,863	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	1,171,156	1,171,156	-	-	344,282	344,282	-	-	279,875	279,875	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	117,500	117,500	-	-	120,000	120,000	-	-	125,000	125,000	-	-
Interest	513,838	513,838	-	-	508,897	508,897	-	-	471,060	471,060	-	-
Total Expenditures	2,053,706	2,053,706	-	-	1,495,112	1,495,112	-	-	1,313,647	1,313,647	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year	2016				2017				2018			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	4,611	4,611	-	-	1,732	1,732	-	-
Assessments	1,403,761	1,403,761	-	-	1,403,873	1,403,873	-	-	1,605,323	1,605,323	-	-
Property taxes	132,475	132,475	-	-	145,166	145,166	-	-	153,355	153,355	-	-
Interest	31,917	31,917	-	-	58,882	58,882	-	-	80,465	80,465	-	-
Other revenue	1,056	1,056	-	-	3,247	3,247	-	-	859	859	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,569,208	1,569,208	-	-	1,615,778	1,615,778	-	-	1,841,733	1,841,733	-	-
Expenditures												
Levee repairs and maintenance	700,807	700,807	-	-	558,933	558,933	-	-	763,538	763,538	-	-
Engineering	165,311	165,311	-	-	190,658	190,658	-	-	130,929	130,929	-	-
Legal and accounting	168,652	168,652	-	-	172,608	172,608	-	-	164,975	164,975	-	-
Vegetation control	43,925	43,925	-	-	113,618	113,618	-	-	132,723	132,723	-	-
Payroll expenses	5,160	5,160	-	-	4,947	4,947	-	-	3,601	3,601	-	-
Rodent control	2,649	2,649	-	-	-	-	-	-	-	-	-	-
County charges	15,270	15,270	-	-	15,272	15,272	-	-	15,720	15,720	-	-
Insurance	8,080	8,080	-	-	8,266	8,266	-	-	8,780	8,780	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
Office expense/supplies	350	350	-	-	-	-	-	-	77	77	-	-
Miscellaneous	4,118	4,118	-	-	7,109	7,109	-	-	4,175	4,175	-	-
Trustee fees	400	400	-	-	400	400	-	-	388	388	-	-
Automobile expense	723	723	-	-	723	723	-	-	723	723	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	500	500	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-
Publication cost	-	-	-	-	53	53	-	-	53	53	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	319,861	319,861	-	-	-	-	-	-
Reimbursements	658	658	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	1,560	1,560	-	-	-	-	-	-
Capital outlay	331,619	331,619	-	-	2,766,672	2,766,672	-	-	722,604	722,604	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	163,352	163,352	-	-	166,758	166,758	-	-	372,175	372,175	-	-
Interest	455,886	455,886	-	-	331,513	331,513	-	-	465,898	465,898	-	-
Total Expenditures	2,067,456	2,067,456	-	-	4,659,448	4,659,448	-	-	2,786,857	2,786,857	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
Mossdale Tract: 2021 Adequate Progress Report
Historic RD 17 Financial Data

Fiscal Year	2019				2020				2021			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	3,857,939	3,857,939	-	-	-	-	-	-
Assessments	1,478,039	1,478,039	-	-	1,499,109	1,499,109	-	-	1,529,091	1,529,091	-	-
Property taxes	166,810	166,810	-	-	178,440	178,440	-	-	183,793	183,793	-	-
Interest	98,014	98,014	-	-	88,173	88,173	-	-	90,818	90,818	-	-
Other revenue	-	-	-	-	20,238	20,238	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,742,862	1,742,862	-	-	5,643,897	5,643,897	-	-	1,803,701	1,803,701	-	-
Expenditures												
Levee repairs and maintenance	264,169	264,169	-	-	247,507	247,507	-	-	288,888	288,888	-	-
Engineering	82,101	82,101	-	-	93,890	93,890	-	-	96,706	96,706	-	-
Legal and accounting	97,835	97,835	-	-	83,153	83,153	-	-	85,648	85,648	-	-
Vegetation control	48,225	48,225	-	-	52,475	52,475	-	-	54,049	54,049	-	-
Payroll expenses	10,850	10,850	-	-	33,086	33,086	-	-	34,079	34,079	-	-
Rodent control	13,815	13,815	-	-	30,418	30,418	-	-	31,331	31,331	-	-
County charges	16,055	16,055	-	-	15,797	15,797	-	-	16,271	16,271	-	-
Insurance	9,000	9,000	-	-	11,439	11,439	-	-	11,782	11,782	-	-
Property Taxes	-	-	-	-	7,134	7,134	-	-	7,348	7,348	-	-
Equipment Rental	-	-	-	-	3,763	3,763	-	-	3,875	3,875	-	-
Office expense/supplies	-	-	-	-	2,541	2,541	-	-	2,617	2,617	-	-
Miscellaneous	4,325	4,325	-	-	1,897	1,897	-	-	1,953	1,953	-	-
Trustee fees	513	513	-	-	850	850	-	-	876	876	-	-
Automobile expense	739	739	-	-	754	754	-	-	777	777	-	-
Dues and subscriptions	500	500	-	-	500	500	-	-	515	515	-	-
Permits	-	-	-	-	347	347	-	-	357	357	-	-
Publication cost	-	-	-	-	228	228	-	-	234	234	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	407,809	407,809	-	-	3,116,273	3,116,273	-	-	3,209,761	3,209,761	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	249,504	249,504	-	-	258,813	258,813	-	-	266,577	266,577	-	-
Interest	457,432	457,432	-	-	449,662	449,662	-	-	463,152	463,152	-	-
Total Expenditures	1,662,867	1,662,867	-	-	4,410,524	4,410,524	-	-	4,576,795	4,576,795	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year	2022				2023				2024			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,559,672	1,559,672	-	-	-	1,590,866	-	-	1,622,683	1,622,683	-	-
Property taxes	189,306	189,306	-	-	-	194,986	-	-	200,835	200,835	-	-
Interest	93,542	93,542	-	-	-	96,348	-	-	99,239	99,239	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,842,521	1,842,521	-	-	1,882,200	1,882,200	-	-	1,922,757	1,922,757	-	-
Expenditures												
Levee repairs and maintenance	297,554	297,554	-	-	-	306,481	-	-	315,675	315,675	-	-
Engineering	99,607	99,607	-	-	-	102,596	-	-	105,673	105,673	-	-
Legal and accounting	88,217	88,217	-	-	-	90,864	-	-	93,589	93,589	-	-
Vegetation control	55,671	55,671	-	-	-	57,341	-	-	59,061	59,061	-	-
Payroll expenses	35,101	35,101	-	-	-	36,154	-	-	37,239	37,239	-	-
Rodent control	32,270	32,270	-	-	-	33,239	-	-	34,236	34,236	-	-
County charges	16,759	16,759	-	-	-	17,262	-	-	17,780	17,780	-	-
Insurance	12,136	12,136	-	-	-	12,500	-	-	12,875	12,875	-	-
Property Taxes	7,568	7,568	-	-	-	7,796	-	-	8,029	8,029	-	-
Equipment Rental	3,992	3,992	-	-	-	4,111	-	-	4,235	4,235	-	-
Office expense/supplies	2,695	2,695	-	-	-	2,776	-	-	2,859	2,859	-	-
Miscellaneous	2,012	2,012	-	-	-	2,072	-	-	2,135	2,135	-	-
Trustee fees	902	902	-	-	-	929	-	-	957	957	-	-
Automobile expense	800	800	-	-	-	824	-	-	849	849	-	-
Dues and subscriptions	530	530	-	-	-	546	-	-	563	563	-	-
Permits	368	368	-	-	-	379	-	-	391	391	-	-
Publication cost	241	241	-	-	-	249	-	-	256	256	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,306,053	3,306,053	-	-	-	3,405,235	-	-	3,507,392	3,507,392	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	274,575	274,575	-	-	-	282,812	-	-	291,296	291,296	-	-
Interest	477,046	477,046	-	-	-	491,358	-	-	506,099	506,099	-	-
Total Expenditures	4,714,099	4,714,099	-	-	-	4,855,522	-	-	5,001,188	5,001,188	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year Fiscal Quarter	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,655,137	1,655,137	-	-	1,688,240	1,688,240	-	-	1,722,004	1,722,004	-	-
Property taxes	206,860	206,860	-	-	213,066	213,066	-	-	219,458	219,458	-	-
Interest	102,216	102,216	-	-	105,283	105,283	-	-	108,441	108,441	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,964,213	1,964,213	-	-	2,006,588	2,006,588	-	-	2,049,904	2,049,904	-	-
Expenditures												
Levee repairs and maintenance	325,146	325,146	-	-	334,900	334,900	-	-	344,947	344,947	-	-
Engineering	108,844	108,844	-	-	112,109	112,109	-	-	115,472	115,472	-	-
Legal and accounting	96,397	96,397	-	-	99,289	99,289	-	-	102,268	102,268	-	-
Vegetation control	60,833	60,833	-	-	62,658	62,658	-	-	64,538	64,538	-	-
Payroll expenses	38,356	38,356	-	-	39,506	39,506	-	-	40,692	40,692	-	-
Rodent control	35,263	35,263	-	-	36,321	36,321	-	-	37,410	37,410	-	-
County charges	18,313	18,313	-	-	18,862	18,862	-	-	19,428	19,428	-	-
Insurance	13,261	13,261	-	-	13,659	13,659	-	-	14,069	14,069	-	-
Property Taxes	8,270	8,270	-	-	8,518	8,518	-	-	8,774	8,774	-	-
Equipment Rental	4,362	4,362	-	-	4,493	4,493	-	-	4,627	4,627	-	-
Office expense/supplies	2,945	2,945	-	-	3,033	3,033	-	-	3,124	3,124	-	-
Miscellaneous	2,199	2,199	-	-	2,265	2,265	-	-	2,332	2,332	-	-
Trustee fees	985	985	-	-	1,015	1,015	-	-	1,045	1,045	-	-
Automobile expense	874	874	-	-	900	900	-	-	927	927	-	-
Dues and subscriptions	580	580	-	-	597	597	-	-	615	615	-	-
Permits	402	402	-	-	414	414	-	-	427	427	-	-
Publication cost	264	264	-	-	272	272	-	-	280	280	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,612,614	3,612,614	-	-	3,720,992	3,720,992	-	-	3,832,622	3,832,622	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	300,035	300,035	-	-	309,036	309,036	-	-	318,307	318,307	-	-
Interest	521,281	521,281	-	-	536,920	536,920	-	-	553,028	553,028	-	-
Total Expenditures	5,151,223	5,151,223	-	-	5,305,760	5,305,760	-	-	5,464,933	5,464,933	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA.

Table C5
 Mossdale Tract: 2021 Adequate Progress Report
 Historic RD 17 Financial Data

Fiscal Year	2028				2029				2030			
Fiscal Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues												
State Assistance	-	-	-	-	-	-	-	-	-	-	-	-
Assessments	1,756,445	1,756,445	-	-	1,791,573	1,791,573	-	-	1,827,405	1,827,405	-	-
Property taxes	226,042	226,042	-	-	232,823	232,823	-	-	239,808	239,808	-	-
Interest	111,694	111,694	-	-	115,045	115,045	-	-	118,496	118,496	-	-
Other revenue	-	-	-	-	-	-	-	-	-	-	-	-
Penalties and interest on late assessments	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	2,094,181	2,094,181	-	-	2,139,442	2,139,442	-	-	2,185,709	2,185,709	-	-
Expenditures												
Levee repairs and maintenance	355,295	355,295	-	-	365,954	365,954	-	-	376,933	376,933	-	-
Engineering	118,936	118,936	-	-	122,505	122,505	-	-	126,180	126,180	-	-
Legal and accounting	105,336	105,336	-	-	108,496	108,496	-	-	111,751	111,751	-	-
Vegetation control	66,474	66,474	-	-	68,468	68,468	-	-	70,522	70,522	-	-
Payroll expenses	41,912	41,912	-	-	43,170	43,170	-	-	44,465	44,465	-	-
Rodent control	38,533	38,533	-	-	39,689	39,689	-	-	40,879	40,879	-	-
County charges	20,011	20,011	-	-	20,612	20,612	-	-	21,230	21,230	-	-
Insurance	14,491	14,491	-	-	14,925	14,925	-	-	15,373	15,373	-	-
Property Taxes	9,037	9,037	-	-	9,308	9,308	-	-	9,587	9,587	-	-
Equipment Rental	4,766	4,766	-	-	4,909	4,909	-	-	5,056	5,056	-	-
Office expense/supplies	3,218	3,218	-	-	3,315	3,315	-	-	3,414	3,414	-	-
Miscellaneous	2,402	2,402	-	-	2,475	2,475	-	-	2,549	2,549	-	-
Trustee fees	1,077	1,077	-	-	1,109	1,109	-	-	1,142	1,142	-	-
Automobile expense	955	955	-	-	984	984	-	-	1,013	1,013	-	-
Dues and subscriptions	633	633	-	-	652	652	-	-	672	672	-	-
Permits	440	440	-	-	453	453	-	-	466	466	-	-
Publication cost	288	288	-	-	297	297	-	-	306	306	-	-
Bank fees	-	-	-	-	-	-	-	-	-	-	-	-
Special projects	-	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	3,947,601	3,947,601	-	-	4,066,029	4,066,029	-	-	4,188,010	4,188,010	-	-
Debt service	-	-	-	-	-	-	-	-	-	-	-	-
Principal	327,857	327,857	-	-	337,692	337,692	-	-	347,823	347,823	-	-
Interest	569,618	569,618	-	-	586,707	586,707	-	-	604,308	604,308	-	-
Total Expenditures	5,628,881	5,628,881	-	-	5,797,747	5,797,747	-	-	5,971,680	5,971,680	-	-

Source: RD 17 Audited Financial Statements through Fiscal Year Ending June 30, 2020. Future Years are based on projections using prior year data as assumed by LWA

APPENDIX D: OVERLAY ASSESSMENT DISTRICT REVENUE ANALYSIS SUPPORTING TABLES

Table D-1	Cash Flow Modeling of Overlay Assessment in Conjunction with Development Projections	D-1
Table D-2	Marginal Change in Overlay Assessment Per Acre of Development	D-5

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Analysis
Cash Flow Modeling of Overlay Assessment in Conjunction with Development Projections

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Annual Assessment Revenue [1]	\$7,500,000	\$7,800,813	\$8,126,177	\$8,461,990	\$8,754,076	\$9,070,457	\$9,319,468	\$9,534,808	\$9,743,723	\$9,910,480	\$10,046,222
Planned Development Acres [2]											
Commercial	17.29	76.49	61.57	39.91	45.70	44.51	47.48	45.16	49.36	58.42	53.73
Industrial	168.01	156.86	156.86	143.06	146.66	98.18	77.68	77.70	45.48	26.38	26.38
Residential	86.43	98.62	125.03	106.04	129.41	129.51	119.45	111.95	111.96	98.29	86.79
Subtotal Planned Development Acres	271.73	331.97	343.46	289.01	321.78	272.20	244.61	234.81	206.80	183.09	166.90
Marginal Change in Assessment Revenue [3]											
Commercial	\$9,182.07	\$40,620.96	\$32,695.39	\$21,196.29	\$24,270.61	\$23,637.59	\$25,214.84	\$23,982.78	\$26,215.36	\$31,025.20	\$28,533.98
Industrial	\$231,514.66	\$216,150.17	\$216,150.17	\$197,134.02	\$202,100.27	\$135,292.97	\$107,041.60	\$107,066.40	\$62,667.84	\$36,351.15	\$36,351.15
Residential	\$60,116.15	\$68,593.48	\$86,967.05	\$73,755.83	\$90,010.07	\$90,080.32	\$83,083.12	\$77,866.51	\$77,873.47	\$88,365.34	\$60,366.55
Subtotal Marginal Change in Assessment Revenue	\$300,812.88	\$325,364.61	\$335,812.61	\$292,086.15	\$316,380.96	\$249,010.88	\$215,339.56	\$208,915.69	\$166,756.67	\$135,741.69	\$125,251.68
Net Change in Assessment Revenue [4]	\$7,800,813	\$8,126,177	\$8,461,990	\$8,754,076	\$9,070,457	\$9,319,468	\$9,534,808	\$9,743,723	\$9,910,480	\$10,046,222	\$10,171,473

Notes

- [1] Annual Assessment Revenue calculated by adding the marginal change in assessment revenue from the previous year's development.
[2] Development assumed to occur during the year affecting the following year's assessment roll. Based on the Development Absorption Analysis prepared by LWA dated 6/12/21.
[3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table D-2.
[4] Assessment revenues assumed to result from development during the year.

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Anal
Cash Flow Modeling of Overlay Assessment in Conjun

	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Annual Assessment Revenue [1]	\$10,171,473	\$10,298,948	\$10,488,702	\$10,674,601	\$10,839,765	\$10,997,093	\$11,115,972	\$11,189,597	\$11,262,056	\$11,326,978	\$11,381,473
Planned Development Acres [2]											
Commercial	52.69	58.54	58.55	56.05	52.23	39.05	31.79	31.76	21.31	22.24	22.24
Industrial	26.38	78.20	75.43	71.86	71.89	49.07	20.21	20.21	20.21	20.21	20.21
Residential	90.78	73.19	73.13	52.30	43.89	43.89	41.54	39.89	37.03	21.33	21.33
Subtotal Planned Development Acres	169.85	209.93	207.11	180.21	168.01	132.01	93.54	91.86	78.55	63.78	63.78
Marginal Change in Assessment Revenue [3]											
Commercial	\$27,981.68	\$31,088.39	\$31,093.17	\$29,764.99	\$27,737.39	\$20,737.99	\$16,882.47	\$16,864.95	\$11,316.94	\$11,810.30	\$11,810.30
Industrial	\$36,351.15	\$107,758.15	\$103,941.14	\$99,021.75	\$99,063.09	\$67,613.41	\$27,849.00	\$27,849.00	\$27,849.00	\$27,849.00	\$27,849.00
Residential	\$63,141.78	\$50,907.10	\$50,865.37	\$36,377.12	\$30,527.57	\$30,527.57	\$28,893.03	\$27,745.38	\$25,756.11	\$14,836.02	\$14,836.02
Subtotal Marginal Change in Assessment Revenue	\$127,474.61	\$189,753.64	\$185,899.68	\$165,163.85	\$157,328.04	\$118,878.97	\$73,624.51	\$72,459.33	\$64,922.06	\$54,495.32	\$54,495.32
Net Change in Assessment Revenue [4]	\$10,298,948	\$10,488,702	\$10,674,601	\$10,839,765	\$10,997,093	\$11,115,972	\$11,189,597	\$11,262,056	\$11,326,978	\$11,381,473	\$11,435,969

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
[2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
[3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
[4] Assessment revenues assumed to result from development during the year.

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Anal
Cash Flow Modeling of Overlay Assessment in Conjun

	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Annual Assessment Revenue [1]	\$11,435,969	\$11,490,584	\$11,516,216	\$11,541,848	\$11,567,480	\$11,592,639	\$11,617,257	\$11,641,875	\$11,666,492	\$11,690,727	\$11,713,630
Planned Development Acres [2]											
Commercial	22.57	20.33	20.33	20.33	19.44	18.42	18.42	18.42	17.70	15.19	15.19
Industrial	20.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residential	21.33	21.33	21.33	21.33	21.33	21.33	21.33	21.33	21.33	21.33	21.33
Subtotal Planned Development Acres	64.07	41.66	41.66	41.66	40.77	39.75	39.75	39.75	39.03	36.52	36.52
Marginal Change in Assessment Revenue [3]											
Commercial	\$11,985.55	\$10,795.97	\$10,795.97	\$10,795.97	\$10,323.32	\$9,781.64	\$9,781.64	\$9,781.64	\$9,398.21	\$8,066.84	\$8,066.84
Industrial	\$27,793.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02
Subtotal Marginal Change in Assessment Revenue	\$54,615.46	\$25,631.99	\$25,631.99	\$25,631.99	\$25,159.34	\$24,617.66	\$24,617.66	\$24,617.66	\$24,234.23	\$22,902.86	\$22,902.86
Net Change in Assessment Revenue [4]	\$11,490,584	\$11,516,216	\$11,541,848	\$11,567,480	\$11,592,639	\$11,617,257	\$11,641,875	\$11,666,492	\$11,690,727	\$11,713,630	\$11,736,532

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
[2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
[3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4.
[4] Assessment revenues assumed to result from development during the year.

Table D-1
Mossdale Tract Area: Overlay Assessment Rate Anal
Cash Flow Modeling of Overlay Assessment in Conjun

	2055	2056	2057	2058	2059	2060	2061
Annual Assessment Revenue [1]	\$11,736,532	\$11,759,435	\$11,782,088	\$11,803,221	\$11,823,076	\$11,842,931	\$11,862,785
Planned Development Acres [2]							
Commercial	15.19	14.72	11.86	9.45	9.45	9.45	9.28
Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Residential	21.33	21.33	21.33	21.33	21.33	21.33	23.98
Subtotal Planned Development Acres	36.52	36.05	33.19	30.78	30.78	30.78	33.26
Marginal Change in Assessment Revenue [3]							
Commercial	\$8,066.84	\$7,816.71	\$6,297.34	\$5,018.54	\$5,018.54	\$5,018.54	\$4,925.60
Industrial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$14,836.02	\$16,679.92
Subtotal Marginal Change in Assessment Revenue	\$22,902.86	\$22,652.73	\$21,133.36	\$19,854.56	\$19,854.56	\$19,854.56	\$21,605.52
Net Change in Assessment Revenue [4]	\$11,759,435	\$11,782,088	\$11,803,221	\$11,823,076	\$11,842,931	\$11,862,785	\$11,884,391

Notes

- [1] Annual Assessment Revenue calculated by subtracting the marginal change in assessment revenue from the previous year's development.
[2] Development assumed to occur during the year affecting the following year's assessment roll. Summarized from Table A-2, Appendix A.
[3] Calculated by multiplying the Planned Development Acres by the appropriate rate from Table 4
[4] Assessment revenues assumed to result from development during the year.

Table D-2
Mosssdale Tract Area: Overlay Assessment Rate Analysis
Marginal Change in Overlay Assessment Per Acre of Development

Overlay Assessment Land Use Category	Assessment Rate Per Developable Acre A [1]	Assessment Rate Per Developed Acre B [1]	Marginal Assessment Rate Change Per Acre C = B - A
Vacant Commercial	\$ 221.58	\$ 752.65	\$ 531.06
Vacant Industrial	\$ 124.93	\$ 1,502.91	\$ 1,377.98
Vacant Residential	\$ 160.48	\$ 856.03	\$ 695.55
Total	\$ 507.00	\$ 3,111.59	\$ 2,604.59

[1] Based on preliminary Assessment rate Analysis prepared by Willdan Financial Services.

APPENDIX E: EIFD ANALYSIS SUPPORTING TABLES

<i>EPS Table Set</i>	Mossdale Tract Area Finance Plan Implementation Draft EIFD Revenue Analysis prepared by Economic & Planning Systems, Inc (June 24, 2021) <i>Updated by LWA</i>	E-1
Table E1	Updated EIFD & Financing Supporting Tables – Financing Revenues and Debt Service	E-46

DRAFT Discussion Tables

The Economics of Land Use



Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis

Prepared by:

Economic & Planning Systems, Inc. (EPS)
Updated by Larsen Wurzel & Associates, Inc. (LWA)

June 24, 2021

*Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

EPS #192015

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Table 1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Property Tax Summary for Fiscal Years 2021-22 through 2060-61 (Real \$)

Item	Cumulative Revenue (Fiscal Years 2021-22 through 2060-61)			
	Lathrop	Manteca [1]	Stockton	Total
EIFD Revenue	\$70,654,911	\$70,472,350	\$29,933,172	\$171,060,432
EIFD Revenue from City	\$26,287,100	\$27,470,637	\$11,987,795	\$65,745,531
Percentage of Gross Property Tax Revenue	4%	6%	4%	5%
EIFD Revenue from County	\$44,367,811	\$43,001,713	\$17,945,377	\$105,314,901
Percentage of Gross Property Tax Revenue	4%	6%	4%	5%
Net Property Tax Revenue [2]	\$5,406,135,547	\$3,687,949,145	\$2,007,893,339	\$11,101,978,032
Property Tax Revenue to City [2]	\$578,801,083	\$464,279,681	\$294,860,349	\$1,337,941,113
Property Tax Revenue to County [2]	\$973,854,783	\$719,677,902	\$420,208,202	\$2,113,740,887
Source: EPS.				Summ

[1] Represents non-redevelopment area parcels only.
[2] Estimated property tax revenue to jurisdictions are net of an assumed contribution to an EIFD.

Table 2
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 EIFD Revenue Summary for Fiscal Years 2021-22 through 2060-61 (Real \$)

Fiscal Year Ending	Annual EIFD Revenue (Fiscal Years 2021-22 through 2060-61)			
	Lathrop [1]	Manteca [1]	Stockton [1]	Total
2021	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0
2023	\$185,749	\$237,473	\$139,330	\$562,551
2024	\$474,381	\$674,395	\$289,967	\$1,438,743
2025	\$777,606	\$1,061,030	\$406,514	\$2,245,150
2026	\$1,112,605	\$1,558,037	\$512,437	\$3,183,079
2027	\$1,485,827	\$1,961,387	\$634,421	\$4,081,634
2028	\$1,890,018	\$2,364,444	\$769,859	\$5,024,321
2029	\$2,314,565	\$2,779,893	\$971,373	\$5,965,831
2030	\$1,352,578	\$1,612,902	\$488,315	\$3,453,796
2031	\$1,558,526	\$1,825,195	\$543,241	\$3,926,962
2032	\$1,752,755	\$2,043,360	\$600,329	\$4,396,444
2033	\$1,257,400	\$1,460,033	\$431,719	\$3,149,152
2034	\$1,391,733	\$1,619,852	\$499,170	\$3,510,756
2035	\$1,531,314	\$1,787,425	\$567,402	\$3,886,141
2036	\$1,670,325	\$1,936,788	\$638,833	\$4,245,926
2037	\$1,815,477	\$2,078,008	\$713,592	\$4,607,078
2038	\$1,951,512	\$2,208,280	\$791,816	\$4,949,608
2039	\$2,093,252	\$2,309,603	\$868,277	\$5,271,132
2040	\$2,240,919	\$2,416,949	\$944,284	\$5,602,053
2041	\$2,378,302	\$2,524,832	\$1,027,298	\$5,930,432
2042	\$2,522,360	\$2,617,394	\$1,113,997	\$6,253,750
2043	\$2,672,098	\$2,712,947	\$1,204,526	\$6,589,571
2044	\$1,256,768	\$1,249,595	\$577,598	\$3,083,961
2045	\$1,328,653	\$1,294,851	\$608,944	\$3,232,448
2046	\$1,403,355	\$1,341,570	\$641,452	\$3,386,377
2047	\$1,480,977	\$1,389,797	\$675,165	\$3,545,939
2048	\$1,561,629	\$1,439,581	\$709,122	\$3,710,333
2049	\$1,645,422	\$1,490,973	\$743,275	\$3,879,670
2050	\$1,732,471	\$1,544,023	\$778,641	\$4,055,135
2051	\$1,822,897	\$1,598,786	\$815,261	\$4,236,944
2052	\$1,916,066	\$1,655,316	\$853,519	\$4,424,901
2053	\$2,012,818	\$1,713,670	\$890,391	\$4,616,880
2054	\$2,113,287	\$1,773,907	\$928,509	\$4,815,702
2055	\$2,217,606	\$1,836,086	\$967,914	\$5,021,606
2056	\$2,325,917	\$1,899,844	\$1,008,650	\$5,234,411
2057	\$2,438,366	\$1,961,138	\$1,051,294	\$5,450,798
2058	\$2,555,103	\$2,024,271	\$1,092,143	\$5,671,517
2059	\$2,676,284	\$2,089,298	\$1,134,297	\$5,899,879
2060	\$2,802,072	\$2,156,276	\$1,177,800	\$6,136,147
2061	\$2,935,919	\$2,225,263	\$1,222,693	\$6,383,875
Total	\$70,654,911	\$70,472,350	\$29,933,172	\$171,060,432

Source: EPS.

EIFD rev

[1] Includes both City and County EIFD revenue resulting from the tax increment of each jurisdiction.

Table 3
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Net Fiscal Impact After EIFD Contribution (Real and Current 2020 \$)

		Impacts of EIFD from New Development Only					
Jurisdiction / Item	Formula	2025	2030	2035	2040	2050	2060
EIFD Allocation [1]		28%	14%	14%	14%	14%	14%
Lathrop							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	a	\$291,199	\$502,722	\$567,794	\$832,628	\$644,863	\$1,044,062
Discount Factor	b	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020\$)	c = a / b	\$251,191	\$374,072	\$364,445	\$461,006	\$265,675	\$320,064
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2020\$)	d	\$377,000	(\$234,000)	\$57,000	\$40,000	(\$1,251,000)	(\$2,739,000)
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	e = d - c	\$125,809	(\$608,072)	(\$307,445)	(\$421,006)	(\$1,516,675)	(\$3,059,064)
Manteca							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	f	\$425,357	\$649,179	\$698,197	\$931,938	\$598,708	\$838,634
Discount Factor	g	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020\$)	h = f / g	\$366,917	\$483,050	\$446,862	\$515,991	\$246,660	\$257,089
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2020\$)	i	(\$980,000)	\$1,229,000	\$3,211,000	\$3,905,000	\$4,762,000	\$5,183,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	j = i - h	(\$1,326,917)	\$745,950	\$2,764,138	\$3,389,009	\$4,515,340	\$4,925,911
Stockton							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	k	\$174,303	\$201,001	\$229,570	\$381,308	\$307,243	\$459,579
Discount Factor	l	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020\$)	m = k / l	\$150,356	\$149,564	\$147,352	\$211,121	\$126,580	\$140,887
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2020\$)	n	(\$1,306,000)	(\$492,000)	\$494,000	\$1,841,000	\$4,047,000	\$4,934,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	o = n - m	(\$1,456,356)	(\$641,564)	\$346,648	\$1,629,879	\$3,920,420	\$4,793,113
San Joaquin County							
EIFD Allocation							
Estimated EIFD Allocation (Real \$) [2]	p	\$1,354,290	\$2,113,107	\$2,392,580	\$3,456,179	\$2,504,321	\$3,793,872
Discount Factor	q	1.16	1.34	1.56	1.81	2.43	3.26
Estimated EIFD Allocation (Current 2020\$)	r = p / q	\$1,168,223	\$1,572,350	\$1,535,706	\$1,913,602	\$1,031,747	\$1,163,038
Net Fiscal Impact [3]							
Net Fiscal Surplus/(Deficit) (2020\$)	s	\$5,210,000	\$11,131,000	\$17,021,000	\$20,692,000	\$24,522,000	\$27,038,000
Net Fiscal Surplus/(Deficit) (after EIFD Contribution) [2]	t = s - r	\$4,041,777	\$9,558,650	\$15,485,294	\$18,778,398	\$23,490,253	\$25,874,962
Source: EPS	fiscal						

[1] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS.

[2] The EIFD contribution omits EIFD revenue derived from growth of existing development and includes EIFD revenue derived from new development only.

[3] This analysis is an interim draft analysis. Fiscal surplus/deficit estimates are anticipated to change as additional edits are made to the Fiscal Impact Analyses completed for each jurisdiction.

Table 4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Analysis Assumptions

Item	Lathrop		Jurisdiction		Stockton	
	Existing City	Annexation Areas	Existing City	Annexation Areas	Existing City	Annexation Areas
Tax Increment [1]						
City General Fund Allocation [2]						
Initial Percentage Of City Tax Increment to EIFD	11.23%	6.94%	14.30%	6.63%	16.71%	7.23%
Percentage of City Tax Increment to EIFD beginning FY ending 2029	28.01%	28.01%	28.01%	28.01%	28.01%	28.01%
Percentage of City Tax Increment to EIFD beginning FY ending 2032	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%
Percentage of City Tax Increment to EIFD beginning FY ending 2043	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
County General Fund Allocation [2]						
Initial Percentage Of County Tax Increment to EIFD	18.76%	27.75%	19.84%	26.51%	20.56%	28.93%
Percentage of County Tax Increment to EIFD beginning FY ending 2029	28.01%	28.01%	28.01%	28.01%	28.01%	28.01%
Percentage of County Tax Increment to EIFD beginning FY ending 2032	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%
Percentage of County Tax Increment to EIFD beginning FY ending 2043	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Assessed Value per Dwelling Unit (2020\$)						
Low Density Residential	\$525,000	\$525,000	\$500,000	\$500,000	\$425,000	\$425,000
High Density Residential	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Assessed Value per Nonresidential Building Sq. Ft. (2020\$)						
Retail Commercial	\$250	\$250	\$250	\$250	\$250	\$250
Office Commercial	\$250	\$250	\$250	\$250	\$250	\$250
Industrial	\$100	\$100	\$100	\$100	\$100	\$100
AV Annual Growth						
Existing AV Growth [3]	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
New Development Annual Sales Price Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Source: The Gregory Group; San Joaquin County; Costar; Colliers, International; CBRE; San Joaquin County Auditor-Controller; LWA; EPS.

- [1] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS.
- [2] Refer to Table D-3 for details pertaining to property tax allocations for existing City and unincorporated areas.
- [3] Assumes 2 percent annual growth plus an additional 1 percent to account for annual turnover

Table 5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Lathrop (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue	
	Existing Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue
2021	\$3,689,598	\$0	\$3,689,598	\$6,162,942	\$0	\$6,162,942	\$0	\$0
2022	\$3,800,286	\$0	\$3,800,286	\$6,347,830	\$0	\$6,347,830	\$0	\$0
2023	\$3,979,032	\$0	\$3,979,032	\$6,646,399	\$0	\$6,646,399	\$69,560	\$116,189
2024	\$4,256,782	\$0	\$4,256,782	\$7,110,342	\$0	\$7,110,342	\$177,647	\$296,734
2025	\$4,548,575	\$0	\$4,548,575	\$7,597,740	\$0	\$7,597,740	\$291,199	\$486,407
2026	\$4,863,504	\$3,974	\$4,867,478	\$8,123,784	\$15,895	\$8,139,679	\$415,301	\$697,304
2027	\$5,214,768	\$8,186	\$5,222,954	\$8,710,519	\$32,744	\$8,743,264	\$553,636	\$932,191
2028	\$5,595,367	\$12,648	\$5,608,015	\$9,346,256	\$50,590	\$9,396,846	\$703,484	\$1,186,534
2029	\$5,995,068	\$17,369	\$6,012,437	\$10,013,897	\$69,477	\$10,083,374	\$860,866	\$1,453,699
2030	\$6,861,717	\$26,716	\$6,888,434	\$11,461,511	\$108,865	\$11,570,376	\$502,722	\$849,856
2031	\$7,323,672	\$33,021	\$7,356,693	\$12,233,139	\$132,088	\$12,365,227	\$578,950	\$1,352,578
2032	\$7,758,005	\$39,681	\$7,797,685	\$12,958,630	\$158,723	\$13,117,353	\$650,740	\$1,558,526
2033	\$8,468,797	\$49,426	\$8,518,222	\$14,145,906	\$197,702	\$14,343,608	\$790,791	\$1,752,755
2034	\$8,962,745	\$57,272	\$9,020,017	\$14,970,975	\$229,087	\$15,200,062	\$875,496	\$1,391,733
2035	\$9,475,770	\$65,544	\$9,541,314	\$15,827,909	\$262,178	\$16,090,087	\$963,520	\$1,531,314
2036	\$9,998,445	\$67,511	\$10,065,955	\$16,700,962	\$270,043	\$16,971,005	\$619,682	\$1,050,644
2037	\$10,544,259	\$69,536	\$10,613,795	\$17,612,667	\$278,144	\$17,890,811	\$673,864	\$1,141,614
2038	\$11,055,438	\$71,622	\$11,127,060	\$18,466,518	\$286,489	\$18,753,006	\$724,626	\$1,226,886
2039	\$11,588,106	\$73,771	\$11,661,877	\$19,356,262	\$295,083	\$19,651,346	\$777,520	\$1,315,732
2040	\$12,143,092	\$75,984	\$12,219,076	\$20,283,286	\$303,936	\$20,587,222	\$832,628	\$1,408,292
2041	\$12,659,015	\$78,264	\$12,737,279	\$21,145,062	\$313,054	\$21,458,116	\$883,878	\$1,494,424
2042	\$13,200,081	\$80,611	\$13,280,692	\$22,048,835	\$322,446	\$22,371,280	\$937,623	\$1,584,737
2043	\$13,762,526	\$83,030	\$13,845,556	\$22,988,318	\$332,119	\$23,320,437	\$993,488	\$1,678,609
2044	\$14,926,643	\$90,220	\$15,016,862	\$24,932,807	\$360,878	\$25,293,686	\$467,357	\$1,256,768
2045	\$15,567,646	\$92,926	\$15,660,572	\$26,003,511	\$371,705	\$26,375,216	\$494,179	\$834,474
2046	\$16,233,812	\$95,714	\$16,329,526	\$27,116,246	\$382,856	\$27,499,102	\$522,052	\$881,303
2047	\$16,926,075	\$98,585	\$17,024,660	\$28,272,571	\$394,341	\$28,666,912	\$551,016	\$929,962
2048	\$17,645,399	\$101,543	\$17,746,942	\$29,474,099	\$406,172	\$29,880,270	\$581,111	\$980,518
2049	\$18,392,786	\$104,589	\$18,497,376	\$30,722,502	\$418,357	\$31,140,858	\$612,379	\$1,033,043
2050	\$19,169,273	\$110,959	\$19,280,232	\$33,366,918	\$443,835	\$33,810,753	\$644,863	\$1,087,608
2051	\$19,975,932	\$114,287	\$20,090,219	\$34,755,195	\$457,150	\$35,212,344	\$678,609	\$1,144,288
2052	\$20,807,058	\$117,716	\$20,924,774	\$36,196,966	\$470,864	\$36,667,830	\$749,485	\$1,202,688
2053	\$21,670,210	\$121,248	\$21,791,458	\$37,694,193	\$484,990	\$38,179,183	\$786,980	\$1,263,333
2054	\$22,566,562	\$124,885	\$22,691,447	\$39,248,904	\$499,540	\$39,748,444	\$825,914	\$1,326,306
2055	\$23,497,329	\$128,632	\$23,625,961	\$40,863,202	\$514,526	\$41,377,728	\$866,338	\$1,391,692
2056	\$24,463,768	\$132,490	\$24,596,258	\$42,539,263	\$529,962	\$43,069,225	\$908,308	\$1,459,579
2057	\$25,467,183	\$136,465	\$25,603,648	\$44,279,338	\$545,861	\$44,825,199	\$951,879	\$1,530,058
2058	\$26,508,923	\$140,559	\$26,649,482	\$46,085,762	\$562,237	\$46,647,998	\$997,111	\$1,603,224
2059	\$27,590,383	\$144,776	\$27,735,159	\$47,960,947	\$579,104	\$48,540,051	\$1,044,062	\$1,679,174
2060	\$28,713,009	\$149,119	\$28,862,128	\$49,956,737	\$596,477	\$50,553,214	\$1,094,028	\$1,758,009
2061	\$29,907,838	\$157,476	\$30,065,314	\$51,961,083	\$614,811	\$52,575,894	\$1,144,288	\$1,841,891
TOTAL	\$575,774,476	\$3,026,606	\$578,801,083	\$961,748,358	\$12,106,424	\$973,854,783	\$26,287,100	\$44,367,811

proj lath

Source: EPS

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 6
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Projected Net Property Tax and EIFD Revenue - Lathrop Existing City Boundaries (Real \$)

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue				Total EIFD
			City	City EIFD Amount [1]	Net City	County	
Formula	a	b=a*1.0%	c=b*1.23%	d	e=c-d	f=b*18.76%	h=f-g
2021	\$3,285,629,232	\$32,856,292	\$3,689,598	\$0	\$3,689,598	\$6,162,942	\$0
2022	\$3,384,198,109	\$33,841,981	\$3,800,286	\$0	\$3,800,286	\$6,347,830	\$0
2023	\$3,605,316,949	\$36,053,169	\$4,048,591	\$69,560	\$3,979,032	\$6,762,588	\$185,749
2024	\$3,948,910,554	\$39,489,106	\$4,434,430	\$177,647	\$4,256,782	\$7,407,076	\$474,381
2025	\$4,309,874,990	\$43,098,750	\$4,839,775	\$291,199	\$4,548,575	\$8,084,147	\$777,606
2026	\$4,699,460,207	\$46,994,602	\$5,277,259	\$413,755	\$4,863,504	\$8,814,902	\$1,104,873
2027	\$5,133,993,472	\$51,339,935	\$5,765,219	\$550,450	\$5,214,768	\$9,629,967	\$1,469,898
2028	\$5,604,816,547	\$56,048,165	\$6,293,929	\$698,562	\$5,595,367	\$10,513,103	\$1,865,409
2029	\$6,099,268,412	\$60,992,684	\$6,849,174	\$854,106	\$5,995,068	\$11,440,559	\$2,280,768
2030	\$6,554,244,766	\$65,542,448	\$7,360,090	\$998,373	\$6,361,717	\$12,283,970	\$2,830,832
2031	\$7,032,588,833	\$70,325,888	\$7,897,246	\$1,171,575	\$6,725,672	\$13,191,213	\$3,531,648
2032	\$7,482,331,199	\$74,823,312	\$8,402,285	\$1,404,280	\$7,000,005	\$14,034,807	\$4,382,457
2033	\$7,952,728,777	\$79,527,288	\$8,930,518	\$1,611,721	\$7,318,797	\$14,917,144	\$5,323,959
2034	\$8,436,096,616	\$84,360,966	\$9,473,318	\$1,811,312	\$7,662,006	\$15,823,813	\$6,363,411
2035	\$8,938,136,751	\$89,381,368	\$10,037,082	\$2,011,312	\$8,025,770	\$16,765,500	\$7,436,941
2036	\$9,449,617,759	\$94,496,178	\$10,611,449	\$2,211,312	\$8,400,137	\$17,724,898	\$8,582,909
2037	\$9,983,743,304	\$99,837,433	\$11,211,246	\$2,411,312	\$8,800,134	\$18,726,771	\$9,748,091
2038	\$10,483,974,940	\$104,839,749	\$11,772,981	\$2,611,312	\$9,161,669	\$19,768,548	\$10,916,094
2039	\$11,005,235,106	\$110,052,351	\$12,358,330	\$2,811,312	\$9,550,018	\$20,822,498	\$12,056,772
2040	\$11,548,335,304	\$115,483,353	\$12,968,204	\$3,011,312	\$9,956,892	\$21,904,811	\$13,183,414
2041	\$12,053,209,765	\$120,532,098	\$13,535,153	\$3,211,312	\$10,323,841	\$22,997,181	\$14,309,293
2042	\$12,582,688,341	\$125,826,883	\$14,129,731	\$3,411,312	\$10,711,419	\$24,094,500	\$15,440,474
2043	\$13,133,087,744	\$131,330,877	\$14,747,802	\$3,611,312	\$11,136,490	\$25,197,313	\$16,582,256
2044	\$13,705,186,691	\$137,051,867	\$15,390,241	\$3,811,312	\$11,588,929	\$26,299,126	\$17,729,781
2045	\$14,299,791,795	\$142,997,918	\$16,057,953	\$4,011,312	\$12,077,641	\$27,399,939	\$18,866,518
2046	\$14,917,738,539	\$149,177,385	\$16,751,876	\$4,211,312	\$12,540,564	\$28,499,752	\$19,999,286
2047	\$15,559,892,274	\$155,598,923	\$17,472,983	\$4,411,312	\$13,061,671	\$29,599,565	\$21,129,028
2048	\$16,227,149,268	\$162,271,493	\$18,222,279	\$4,611,312	\$13,610,967	\$30,699,378	\$22,258,256
2049	\$16,920,437,779	\$169,204,378	\$19,000,807	\$4,811,312	\$14,199,495	\$31,799,191	\$23,366,918
2050	\$17,640,719,167	\$176,407,192	\$19,809,647	\$5,011,312	\$14,798,335	\$32,899,004	\$24,474,439
2051	\$18,388,989,043	\$183,889,890	\$20,649,917	\$5,211,312	\$15,438,605	\$34,000,817	\$25,582,256
2052	\$19,159,955,137	\$191,599,551	\$21,515,674	\$5,411,312	\$16,104,362	\$35,102,630	\$26,690,074
2053	\$19,960,629,107	\$199,606,291	\$22,414,791	\$5,611,312	\$16,803,479	\$36,204,443	\$27,797,891
2054	\$20,792,099,555	\$207,920,996	\$23,348,490	\$5,811,312	\$17,517,178	\$37,308,256	\$28,905,708
2055	\$21,655,493,663	\$216,554,937	\$24,318,039	\$6,011,312	\$18,306,727	\$38,418,069	\$30,016,525
2056	\$22,551,978,529	\$225,519,785	\$25,324,747	\$6,211,312	\$19,115,435	\$39,532,882	\$31,131,342
2057	\$23,482,762,542	\$234,827,625	\$26,369,971	\$6,411,312	\$20,008,659	\$40,647,695	\$32,246,159
2058	\$24,449,096,815	\$244,490,968	\$27,455,116	\$6,611,312	\$20,993,802	\$41,762,508	\$33,361,076
2059	\$25,452,276,658	\$254,522,767	\$28,581,637	\$6,811,312	\$22,000,325	\$42,877,321	\$34,476,893
2060	\$26,493,643,105	\$264,936,431	\$29,751,039	\$7,011,312	\$23,089,722	\$43,992,134	\$35,592,710
2061	\$27,601,985,607	\$276,019,856	\$30,995,853	\$7,211,312	\$24,284,541	\$45,107,947	\$36,708,527

Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Refer to Table A-2 for details.

Table 7
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Lathrop Annexation Area (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue				Net County	Total EIFD
			City	City EIFD Amount [2]	Net City	County		
Formula	a	b=a*1.0%	c=b*6.94%	d	e=c-d	f=b*27.75%	g	d+g
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2026	\$7,956,388	\$79,564	\$5,520	\$1,546	\$3,974	\$22,081	\$6,186	\$7,732
2027	\$16,390,159	\$163,902	\$11,372	\$3,186	\$8,186	\$45,487	\$12,743	\$15,928
2028	\$25,322,795	\$253,228	\$17,569	\$4,922	\$12,648	\$70,277	\$19,687	\$24,609
2029	\$34,776,639	\$347,766	\$24,129	\$6,759	\$17,389	\$96,514	\$27,037	\$33,796
2030	\$44,774,923	\$447,749	\$31,066	\$4,349	\$28,716	\$124,262	\$17,397	\$46,113
2031	\$55,341,805	\$553,418	\$38,397	\$5,376	\$33,021	\$153,588	\$21,502	\$54,589
2032	\$66,502,402	\$665,024	\$46,140	\$6,460	\$39,681	\$184,561	\$25,839	\$65,520
2033	\$78,282,827	\$782,828	\$54,314	\$4,888	\$49,426	\$217,255	\$19,553	\$78,600
2034	\$90,710,226	\$907,102	\$62,936	\$5,664	\$57,272	\$251,744	\$22,657	\$80,000
2035	\$103,812,814	\$1,038,128	\$72,027	\$6,482	\$65,544	\$288,107	\$25,930	\$91,476
2036	\$106,927,199	\$1,069,272	\$74,188	\$6,677	\$67,511	\$296,751	\$26,708	\$94,219
2037	\$110,135,015	\$1,101,350	\$76,413	\$6,877	\$69,536	\$305,653	\$27,509	\$97,045
2038	\$113,434,391	\$1,134,391	\$78,706	\$7,084	\$71,622	\$314,823	\$28,334	\$100,000
2039	\$116,842,237	\$1,168,422	\$81,067	\$7,296	\$73,771	\$324,268	\$29,184	\$103,000
2040	\$120,347,504	\$1,203,475	\$83,499	\$7,515	\$75,984	\$333,996	\$30,060	\$106,000
2041	\$123,957,929	\$1,239,579	\$86,004	\$7,740	\$78,264	\$344,015	\$30,961	\$109,000
2042	\$127,676,667	\$1,276,767	\$88,584	\$7,973	\$80,611	\$354,336	\$31,890	\$112,000
2043	\$131,506,967	\$1,315,070	\$91,241	\$8,212	\$83,030	\$364,966	\$32,847	\$115,000
2044	\$135,452,176	\$1,354,522	\$93,979	\$3,759	\$90,220	\$375,915	\$15,037	\$116,000
2045	\$139,515,742	\$1,395,157	\$96,798	\$3,872	\$92,926	\$387,192	\$15,488	\$117,000
2046	\$143,701,214	\$1,437,012	\$99,702	\$3,988	\$95,714	\$398,808	\$15,952	\$118,000
2047	\$148,012,250	\$1,480,123	\$102,693	\$4,108	\$98,585	\$410,772	\$16,431	\$119,000
2048	\$152,452,618	\$1,524,526	\$105,774	\$4,231	\$101,543	\$423,096	\$16,924	\$120,000
2049	\$157,026,196	\$1,570,262	\$108,947	\$4,358	\$104,589	\$435,788	\$17,432	\$121,000
2050	\$161,736,982	\$1,617,370	\$112,216	\$4,489	\$107,727	\$448,862	\$17,954	\$122,000
2051	\$166,589,092	\$1,665,891	\$115,582	\$4,623	\$110,959	\$462,328	\$18,493	\$123,000
2052	\$171,586,764	\$1,715,868	\$119,049	\$4,762	\$114,287	\$476,198	\$19,048	\$124,000
2053	\$176,734,367	\$1,767,344	\$122,621	\$4,905	\$117,716	\$490,484	\$19,619	\$125,000
2054	\$182,036,398	\$1,820,364	\$126,300	\$5,052	\$121,248	\$505,198	\$20,208	\$126,000
2055	\$187,497,490	\$1,874,975	\$130,089	\$5,204	\$124,885	\$520,354	\$20,814	\$127,000
2056	\$193,122,415	\$1,931,224	\$133,991	\$5,360	\$128,632	\$535,965	\$21,439	\$128,000
2057	\$198,916,087	\$1,989,161	\$138,011	\$5,520	\$132,490	\$552,044	\$22,082	\$129,000
2058	\$204,883,570	\$2,048,836	\$142,151	\$5,686	\$136,465	\$568,605	\$22,744	\$130,000
2059	\$211,030,077	\$2,110,301	\$146,416	\$5,857	\$140,559	\$585,663	\$23,427	\$131,000
2060	\$217,360,979	\$2,173,610	\$150,808	\$6,032	\$144,776	\$603,233	\$24,129	\$132,000
2061	\$223,881,809	\$2,238,818	\$155,333	\$6,213	\$149,119	\$621,330	\$24,853	\$133,000

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Source: San Joaquin County; City of Lathrop; LWA; EPS.

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs

[2] Refer to Table A-3 for details.

Table 8
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Manteca (Real \$)

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
2021	\$1,545,190	\$0	\$1,545,190	\$2,144,610	\$0	\$2,144,610	\$0	\$0	\$0
2022	\$1,591,546	\$0	\$1,591,546	\$2,208,948	\$0	\$2,208,948	\$0	\$0	\$0
2023	\$1,755,732	\$0	\$1,755,732	\$2,436,827	\$0	\$2,436,827	\$99,447	\$138,025	\$237,473
2024	\$2,180,605	\$21,637	\$2,202,242	\$3,026,519	\$86,549	\$3,113,068	\$273,208	\$401,187	\$674,395
2025	\$2,548,644	\$44,573	\$2,593,217	\$3,537,331	\$178,292	\$3,715,622	\$425,357	\$635,673	\$1,061,030
2026	\$3,032,616	\$68,865	\$3,101,481	\$4,209,048	\$275,461	\$4,484,508	\$623,150	\$934,887	\$1,558,037
2027	\$3,412,834	\$94,575	\$3,507,408	\$4,736,762	\$378,299	\$5,115,061	\$781,118	\$1,180,269	\$1,961,387
2028	\$3,789,636	\$121,765	\$3,911,401	\$5,259,737	\$487,060	\$5,746,797	\$938,333	\$1,426,111	\$2,364,444
2029	\$4,176,537	\$150,502	\$4,327,038	\$5,796,726	\$602,006	\$6,398,732	\$1,100,079	\$1,679,814	\$2,779,893
2030	\$5,196,919	\$216,060	\$5,412,979	\$7,212,941	\$864,239	\$8,077,180	\$636,967	\$975,936	\$1,612,902
2031	\$5,662,894	\$254,333	\$5,917,227	\$7,859,681	\$1,017,332	\$8,877,013	\$719,054	\$1,106,141	\$1,825,195
2032	\$6,139,575	\$294,708	\$6,434,284	\$8,521,279	\$1,178,834	\$9,700,113	\$803,225	\$1,240,134	\$2,043,360
2033	\$6,932,373	\$358,177	\$7,290,550	\$9,621,624	\$1,432,706	\$11,054,331	\$572,674	\$887,359	\$1,460,033
2034	\$7,481,177	\$419,267	\$7,900,444	\$10,383,323	\$1,677,070	\$12,060,393	\$632,993	\$986,860	\$1,619,852
2035	\$8,055,807	\$483,701	\$8,539,508	\$11,180,887	\$1,934,806	\$13,115,673	\$696,197	\$1,091,228	\$1,787,425
2036	\$8,545,942	\$551,624	\$9,097,567	\$11,861,140	\$2,206,496	\$14,067,636	\$802,795	\$1,275,213	\$2,078,008
2037	\$8,994,149	\$623,187	\$9,617,336	\$12,483,218	\$2,492,747	\$14,975,965	\$848,359	\$1,357,921	\$2,206,280
2038	\$9,379,495	\$698,547	\$10,078,041	\$13,018,049	\$2,794,187	\$15,812,236	\$889,361	\$1,420,242	\$2,309,603
2039	\$9,773,110	\$719,503	\$10,492,613	\$13,564,358	\$2,878,013	\$16,442,371	\$931,938	\$1,484,912	\$2,416,849
2040	\$10,182,023	\$741,088	\$10,923,111	\$14,131,898	\$2,964,353	\$17,096,252	\$974,753	\$1,550,079	\$2,524,832
2041	\$10,592,697	\$763,321	\$11,356,018	\$14,701,884	\$3,053,284	\$17,755,168	\$1,011,038	\$1,606,356	\$2,617,394
2042	\$10,936,680	\$786,221	\$11,722,901	\$15,179,308	\$3,144,882	\$18,324,190	\$1,048,501	\$1,664,446	\$2,712,947
2043	\$11,291,891	\$809,807	\$12,101,698	\$15,672,315	\$3,239,229	\$18,911,543	\$483,192	\$766,403	\$1,249,595
2044	\$12,216,853	\$879,931	\$13,096,784	\$16,956,093	\$3,519,725	\$20,475,818	\$500,941	\$793,911	\$1,294,851
2045	\$12,616,433	\$906,329	\$13,522,762	\$17,510,681	\$3,625,316	\$21,135,998	\$519,266	\$822,304	\$1,341,570
2046	\$13,029,047	\$933,519	\$13,962,566	\$18,083,359	\$3,734,076	\$21,817,435	\$538,186	\$851,611	\$1,389,797
2047	\$13,455,117	\$961,525	\$14,416,642	\$18,674,713	\$3,846,098	\$22,520,811	\$557,719	\$881,862	\$1,439,581
2048	\$13,895,079	\$990,370	\$14,885,450	\$19,285,348	\$3,961,481	\$23,246,829	\$577,867	\$913,086	\$1,490,973
2049	\$14,349,384	\$1,020,081	\$15,369,465	\$19,915,889	\$4,080,325	\$23,996,214	\$598,708	\$945,315	\$1,544,023
2050	\$14,818,494	\$1,050,684	\$15,869,178	\$20,566,980	\$4,202,735	\$24,769,716	\$620,205	\$978,582	\$1,598,786
2051	\$15,302,891	\$1,082,204	\$16,385,096	\$21,239,288	\$4,328,817	\$25,568,105	\$642,398	\$1,012,918	\$1,655,316
2052	\$15,803,070	\$1,114,670	\$16,917,740	\$21,933,499	\$4,458,682	\$26,392,180	\$665,311	\$1,048,359	\$1,713,670
2053	\$16,319,540	\$1,148,111	\$17,467,651	\$22,650,322	\$4,592,442	\$27,242,764	\$688,967	\$1,084,940	\$1,773,907
2054	\$16,852,830	\$1,182,554	\$18,035,384	\$23,390,489	\$4,730,216	\$28,120,704	\$713,389	\$1,122,697	\$1,836,086
2055	\$17,403,484	\$1,218,031	\$18,621,514	\$24,154,755	\$4,872,122	\$29,026,877	\$738,423	\$1,161,421	\$1,899,844
2056	\$17,967,776	\$1,254,571	\$19,222,348	\$24,937,952	\$5,018,286	\$29,956,238	\$762,376	\$1,198,762	\$1,961,138
2057	\$18,505,009	\$1,292,209	\$19,797,218	\$25,683,592	\$5,168,634	\$30,852,426	\$787,048	\$1,237,223	\$2,024,271
2058	\$19,058,359	\$1,330,975	\$20,389,334	\$26,451,601	\$5,323,899	\$31,775,500	\$812,460	\$1,276,838	\$2,089,298
2059	\$19,628,310	\$1,370,904	\$20,999,214	\$27,242,651	\$5,483,616	\$32,726,267	\$838,634	\$1,317,642	\$2,156,276
2060	\$20,215,359	\$1,412,031	\$21,627,390	\$28,057,432	\$5,648,125	\$33,705,556	\$865,593	\$1,359,670	\$2,225,263
2061	\$20,820,020	\$1,454,392	\$22,274,412	\$28,896,656	\$5,817,568	\$34,714,224	\$879,911	\$1,398,582	\$2,298,493
TOTAL	\$435,455,128	\$28,824,553	\$464,279,681	\$604,379,691	\$115,298,211	\$719,677,902	\$27,470,637	\$43,001,713	\$70,472,350

Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only

Table 9
Mosside Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Existing City Boundaries (Real \$)

Manteca
Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue						
			City	City EIFD Amount [1]	Net City	County	County EIFD Amount [1]	Net County	Total EIFD
Formula	a	b=a*1.0%	c=b*14.30%	d	e=c-d	f=b*79.84%	g	h=f-g	d+g
2021	\$1,080,794,449	\$10,807,944	\$1,545,190	\$0	\$1,545,190	\$2,144,610	\$0	\$2,144,610	\$0
2022	\$1,113,218,282	\$11,132,183	\$1,591,546	\$0	\$1,591,546	\$2,208,948	\$0	\$2,208,948	\$0
2023	\$1,297,618,916	\$12,976,189	\$1,855,179	\$99,447	\$1,755,732	\$2,574,853	\$138,025	\$2,436,827	\$237,473
2024	\$1,710,447,703	\$17,104,477	\$2,445,392	\$284,788	\$2,180,605	\$3,394,025	\$367,506	\$3,026,519	\$632,294
2025	\$2,068,054,475	\$20,680,545	\$2,956,656	\$408,011	\$2,548,644	\$4,103,620	\$566,290	\$3,537,331	\$974,301
2026	\$2,538,307,193	\$25,383,072	\$3,628,966	\$596,351	\$3,032,616	\$5,036,738	\$827,691	\$4,209,048	\$1,424,041
2027	\$2,907,747,256	\$29,077,473	\$4,157,147	\$744,314	\$3,412,834	\$5,769,815	\$1,033,053	\$4,736,762	\$1,777,366
2028	\$3,273,868,905	\$32,738,689	\$4,680,584	\$890,948	\$3,789,636	\$6,496,306	\$1,236,570	\$5,259,737	\$2,127,517
2029	\$3,649,802,101	\$36,498,021	\$5,218,048	\$1,041,511	\$4,176,537	\$7,242,267	\$1,445,541	\$5,796,726	\$2,487,052
2030	\$4,055,952,614	\$40,559,526	\$5,798,713	\$601,794	\$5,196,919	\$8,048,187	\$835,246	\$7,212,941	\$1,437,040
2031	\$4,434,940,737	\$44,349,407	\$6,340,545	\$677,650	\$5,662,894	\$8,800,210	\$940,529	\$7,859,681	\$1,618,179
2032	\$4,822,636,037	\$48,226,360	\$6,894,825	\$755,250	\$6,139,575	\$9,569,510	\$1,048,231	\$8,521,279	\$1,803,481
2033	\$5,224,682,733	\$52,246,827	\$7,469,623	\$837,249	\$6,632,373	\$10,367,287	\$1,148,663	\$9,621,624	\$1,282,912
2034	\$5,646,511,857	\$56,465,119	\$8,072,703	\$891,527	\$7,181,177	\$11,204,319	\$820,996	\$10,383,323	\$1,412,522
2035	\$6,088,192,221	\$60,881,922	\$8,704,165	\$951,527	\$7,752,637	\$12,080,741	\$899,874	\$11,180,867	\$1,548,232
2036	\$6,464,927,491	\$64,649,275	\$9,242,776	\$966,833	\$8,645,942	\$12,828,293	\$967,153	\$11,861,140	\$1,663,986
2037	\$6,809,434,757	\$68,094,348	\$9,735,311	\$741,181	\$8,984,149	\$13,511,895	\$1,028,677	\$12,483,218	\$1,769,839
2038	\$7,105,624,393	\$71,056,244	\$10,158,767	\$779,272	\$9,379,495	\$14,099,621	\$1,081,573	\$13,018,049	\$1,860,845
2039	\$7,408,170,860	\$74,081,709	\$10,591,312	\$818,201	\$9,773,110	\$14,699,961	\$1,135,603	\$13,564,358	\$1,953,805
2040	\$7,722,475,054	\$77,224,751	\$11,040,666	\$858,643	\$10,182,023	\$15,323,632	\$1,191,734	\$14,131,898	\$2,050,377
2041	\$8,038,133,478	\$80,381,335	\$11,491,956	\$899,259	\$10,592,697	\$15,949,990	\$1,248,106	\$14,701,884	\$2,147,365
2042	\$8,302,531,164	\$83,025,312	\$11,869,960	\$933,280	\$10,936,680	\$16,474,632	\$1,295,324	\$15,179,308	\$2,228,604
2043	\$8,575,558,392	\$85,755,584	\$12,260,302	\$968,411	\$11,291,891	\$17,016,397	\$1,344,083	\$15,672,315	\$2,312,493
2044	\$8,857,494,975	\$88,574,950	\$12,663,381	\$A46,528	\$12,216,853	\$17,575,841	\$619,748	\$16,956,093	\$2,426,276
2045	\$9,148,629,751	\$91,486,298	\$13,079,610	\$463,177	\$12,616,433	\$18,153,537	\$642,856	\$17,510,681	\$2,566,276
2046	\$9,449,260,867	\$94,492,609	\$13,509,416	\$480,369	\$13,029,047	\$18,750,077	\$666,717	\$18,083,359	\$2,706,717
2047	\$9,759,696,084	\$97,596,961	\$13,953,239	\$498,122	\$13,455,117	\$19,366,070	\$691,357	\$18,674,713	\$2,856,713
2048	\$10,080,253,079	\$100,802,531	\$14,411,533	\$516,454	\$13,895,079	\$20,002,148	\$716,800	\$19,285,348	\$3,006,800
2049	\$10,411,259,768	\$104,112,598	\$14,884,767	\$535,930	\$14,349,384	\$20,658,962	\$743,073	\$19,915,889	\$3,167,214
2050	\$10,753,054,629	\$107,530,546	\$15,373,424	\$554,930	\$14,818,494	\$21,337,182	\$770,201	\$20,566,980	\$3,333,327
2051	\$11,105,987,049	\$111,059,870	\$15,878,004	\$575,113	\$15,302,891	\$22,037,502	\$798,214	\$21,239,288	\$3,490,214
2052	\$11,470,417,665	\$114,704,177	\$16,399,023	\$595,954	\$15,803,070	\$22,760,638	\$827,140	\$22,650,322	\$3,637,140
2053	\$11,846,718,729	\$118,467,187	\$16,937,013	\$617,473	\$16,319,540	\$23,507,329	\$857,007	\$23,390,489	\$3,797,541
2054	\$12,235,274,482	\$122,352,745	\$17,492,524	\$639,694	\$16,852,830	\$24,278,336	\$887,848	\$24,154,755	\$3,940,007
2055	\$12,636,481,532	\$126,364,815	\$18,066,121	\$663,637	\$17,403,484	\$25,074,447	\$919,692	\$24,937,952	\$4,154,755
2056	\$13,047,625,872	\$130,476,259	\$18,653,926	\$686,150	\$17,967,776	\$25,890,277	\$952,325	\$25,663,592	\$4,369,952
2057	\$13,439,054,648	\$134,390,546	\$19,213,544	\$708,534	\$18,505,009	\$26,666,986	\$983,394	\$26,451,601	\$4,586,986
2058	\$13,842,226,287	\$138,422,263	\$19,789,950	\$731,591	\$19,058,359	\$27,466,995	\$1,015,394	\$27,242,651	\$4,812,995
2059	\$14,257,493,076	\$142,574,931	\$20,383,649	\$755,339	\$19,628,310	\$28,291,005	\$1,048,354	\$28,051,945	\$5,047,651
2060	\$14,685,217,868	\$146,852,179	\$20,995,158	\$779,799	\$20,215,359	\$29,139,735	\$1,082,304	\$28,896,633	\$5,281,394
2061	\$15,125,774,404	\$151,257,744	\$21,625,013	\$804,993	\$20,820,020	\$30,013,927	\$1,117,271	\$28,896,656	\$5,528,394

Source: San Joaquin County, City of Manteca, LWA, EPS.

[1] Refer to Table B-2 for details.

Table 10
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real \$)

Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Projected Net Property Tax and EIFD Revenue - Manteca Annexation Area (Real \$)										
Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue					County EIFD Amount [2]	Net County	Total EIFD
			City	County	Net City	County	g			
Formula	a	b=a*1.0%	c=b*6.63%	d	e=c-d	f=b*26.51%	g	h=f-g	dt-g	
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2024	\$45,348,171	\$453,482	\$30,058	\$8,420	\$21,637	\$120,230	\$33,681	\$86,549	\$42,101	
2025	\$93,417,231	\$934,172	\$61,919	\$17,346	\$44,573	\$247,674	\$69,383	\$178,292	\$86,728	
2026	\$144,329,622	\$1,443,296	\$95,664	\$26,799	\$68,865	\$382,657	\$107,196	\$275,461	\$133,995	
2027	\$198,212,681	\$1,982,127	\$131,379	\$36,804	\$94,575	\$525,516	\$147,216	\$378,299	\$184,020	
2028	\$255,198,827	\$2,551,988	\$169,150	\$47,385	\$121,765	\$676,601	\$189,541	\$487,060	\$236,926	
2029	\$315,425,750	\$3,154,258	\$209,070	\$58,568	\$150,502	\$836,279	\$234,273	\$602,006	\$292,841	
2030	\$379,036,610	\$3,790,366	\$251,232	\$71,150	\$180,082	\$1,004,929	\$260,690	\$740,239	\$357,690	
2031	\$446,180,238	\$4,461,802	\$295,736	\$84,403	\$211,333	\$1,182,945	\$312,612	\$870,333	\$428,321	
2032	\$517,011,351	\$5,170,114	\$342,684	\$97,976	\$244,708	\$1,370,737	\$361,903	\$1,008,834	\$466,834	
2033	\$593,829,409	\$5,938,294	\$393,601	\$111,403	\$282,198	\$1,574,403	\$411,696	\$1,162,707	\$551,611	
2034	\$695,113,398	\$6,951,134	\$460,734	\$134,466	\$326,268	\$1,842,934	\$486,864	\$1,356,070	\$670,864	
2035	\$801,939,980	\$8,019,400	\$531,540	\$159,839	\$371,701	\$2,126,160	\$561,354	\$1,564,806	\$786,446	
2036	\$914,550,555	\$9,145,506	\$606,180	\$184,821	\$421,359	\$2,424,721	\$642,225	\$1,782,496	\$942,226	
2037	\$1,033,196,018	\$10,331,960	\$684,821	\$211,634	\$473,187	\$2,739,283	\$726,535	\$2,012,748	\$1,016,535	
2038	\$1,158,137,113	\$11,581,371	\$767,634	\$241,087	\$526,547	\$3,070,535	\$826,348	\$2,244,187	\$1,217,817	
2039	\$1,192,881,227	\$11,928,812	\$790,663	\$251,160	\$539,503	\$3,162,651	\$846,639	\$2,316,012	\$1,271,573	
2040	\$1,228,667,663	\$12,286,677	\$814,383	\$264,294	\$550,089	\$3,257,531	\$876,178	\$2,381,353	\$1,305,217	
2041	\$1,265,527,693	\$12,655,277	\$838,814	\$275,493	\$563,321	\$3,355,257	\$901,973	\$2,453,284	\$1,351,973	
2042	\$1,303,493,524	\$13,034,935	\$863,979	\$288,091	\$575,888	\$3,455,915	\$931,032	\$2,524,883	\$1,401,813	
2043	\$1,342,598,330	\$13,425,983	\$889,898	\$300,091	\$589,807	\$3,559,592	\$961,586	\$2,598,006	\$1,456,586	
2044	\$1,382,876,280	\$13,828,763	\$916,595	\$312,664	\$603,931	\$3,666,380	\$987,311	\$2,679,069	\$1,516,311	
2045	\$1,424,362,568	\$14,243,626	\$944,093	\$327,764	\$616,329	\$3,776,371	\$1,015,586	\$2,760,785	\$1,576,261	
2046	\$1,467,093,445	\$14,670,934	\$972,416	\$338,897	\$633,519	\$3,889,662	\$1,031,586	\$2,858,076	\$1,636,586	
2047	\$1,511,106,248	\$15,111,062	\$1,001,588	\$350,064	\$651,525	\$4,006,352	\$1,047,543	\$2,958,809	\$1,698,261	
2048	\$1,556,439,436	\$15,564,394	\$1,031,638	\$362,265	\$669,371	\$4,126,543	\$1,063,586	\$3,064,755	\$1,759,341	
2049	\$1,603,132,619	\$16,031,326	\$1,062,585	\$374,778	\$688,807	\$4,250,339	\$1,079,586	\$3,170,253	\$1,819,819	
2050	\$1,651,226,598	\$16,512,266	\$1,094,462	\$387,897	\$706,565	\$4,377,849	\$1,095,586	\$3,272,261	\$1,879,790	
2051	\$1,700,763,395	\$17,007,634	\$1,127,296	\$401,064	\$726,630	\$4,509,185	\$1,111,586	\$3,397,599	\$1,947,715	
2052	\$1,751,786,297	\$17,517,863	\$1,161,115	\$414,445	\$746,718	\$4,644,460	\$1,127,586	\$3,516,874	\$2,016,286	
2053	\$1,804,339,886	\$18,043,399	\$1,195,949	\$427,838	\$767,111	\$4,783,794	\$1,143,586	\$3,630,208	\$2,085,624	
2054	\$1,858,470,083	\$18,584,701	\$1,231,827	\$441,273	\$787,554	\$4,927,308	\$1,159,586	\$3,767,722	\$2,155,122	
2055	\$1,914,224,185	\$19,142,242	\$1,268,782	\$455,092	\$803,690	\$5,075,127	\$1,175,586	\$3,903,541	\$2,229,541	
2056	\$1,971,650,911	\$19,716,509	\$1,306,845	\$468,445	\$813,164	\$5,227,381	\$1,191,586	\$4,035,795	\$2,303,204	
2057	\$2,030,800,438	\$20,308,004	\$1,346,051	\$481,274	\$824,727	\$5,384,202	\$1,207,586	\$4,176,616	\$2,377,616	
2058	\$2,091,724,451	\$20,917,245	\$1,386,432	\$494,273	\$837,172	\$5,545,728	\$1,223,586	\$4,322,142	\$2,451,542	
2059	\$2,154,476,185	\$21,544,762	\$1,428,025	\$507,121	\$847,641	\$5,712,100	\$1,239,586	\$4,472,514	\$2,526,514	
2060	\$2,219,110,470	\$22,191,105	\$1,470,866	\$520,064	\$859,041	\$5,883,463	\$1,255,586	\$4,627,875	\$2,601,526	
2061	\$2,285,683,785	\$22,856,838	\$1,514,992	\$533,000	\$872,992	\$6,059,967	\$1,271,586	\$4,788,381	\$2,676,595	

Manteca

Annexation Area

Source: San Joaquin County, City of Manteca, LWA - EDS
pt main ann

Source: San Joaquin County, City of Manteca, LWA; EPS.

- [1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs
 [2] Refer to Table B-3 for details

Table 11
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Net Property Tax and EIFD Revenue Summary - Stockton (Real \$)

Stockton

Fiscal Year Ending	Net City Property Tax Revenue [1]			Net County Property Tax Revenue [1]			EIFD Revenue		
	Existing City Boundaries	Annexation Areas	Total	Existing City Boundaries	Annexation Areas	Total	City EIFD Revenue	County EIFD Revenue	Total
2021	\$2,398,072	\$0	\$2,398,072	\$2,950,394	\$0	\$2,950,394	\$0	\$0	\$0
2022	\$2,470,014	\$0	\$2,470,014	\$3,038,906	\$0	\$3,038,906	\$0	\$0	\$0
2023	\$2,626,675	\$1,726	\$2,628,401	\$3,231,649	\$6,904	\$3,238,553	\$61,637	\$77,693	\$139,330
2024	\$2,784,175	\$8,889	\$2,793,064	\$3,425,425	\$35,555	\$3,460,979	\$125,716	\$164,251	\$289,967
2025	\$2,901,439	\$16,480	\$2,917,918	\$3,569,696	\$65,919	\$3,635,615	\$174,303	\$232,211	\$406,514
2026	\$3,005,458	\$24,518	\$3,029,976	\$3,697,673	\$98,072	\$3,795,746	\$217,911	\$294,526	\$512,437
2027	\$3,126,933	\$33,024	\$3,159,957	\$3,847,127	\$132,096	\$3,979,223	\$268,494	\$365,927	\$634,421
2028	\$3,253,615	\$46,020	\$3,299,635	\$4,002,986	\$184,079	\$4,187,065	\$322,850	\$446,810	\$769,659
2029	\$3,339,990	\$59,766	\$3,399,755	\$4,109,254	\$239,063	\$4,348,317	\$361,812	\$509,561	\$871,373
2030	\$3,615,976	\$88,758	\$3,704,734	\$4,448,805	\$355,032	\$4,803,837	\$201,001	\$287,314	\$488,315
2031	\$3,726,152	\$107,093	\$3,833,245	\$4,584,358	\$428,372	\$5,012,729	\$243,605	\$336,725	\$580,329
2032	\$3,839,996	\$126,448	\$3,966,444	\$4,724,422	\$505,792	\$5,230,214	\$221,921	\$321,320	\$543,241
2033	\$4,078,809	\$155,407	\$4,234,216	\$5,018,238	\$621,627	\$5,639,865	\$174,481	\$257,238	\$431,719
2034	\$4,333,522	\$178,190	\$4,511,712	\$5,331,616	\$712,760	\$6,044,376	\$201,926	\$297,244	\$499,170
2035	\$4,589,023	\$202,200	\$4,791,224	\$5,645,965	\$808,802	\$6,454,766	\$229,570	\$337,832	\$567,402
2036	\$4,856,155	\$227,491	\$5,083,646	\$5,974,622	\$909,964	\$6,884,585	\$258,491	\$380,342	\$638,833
2037	\$5,135,384	\$254,117	\$5,389,501	\$6,318,163	\$1,016,468	\$7,334,631	\$288,740	\$424,852	\$713,592
2038	\$5,427,196	\$282,136	\$5,709,332	\$6,677,185	\$1,128,544	\$7,805,729	\$320,372	\$471,444	\$791,816
2039	\$5,707,760	\$311,607	\$6,019,367	\$7,022,368	\$1,246,429	\$8,268,797	\$351,035	\$517,242	\$868,277
2040	\$5,982,874	\$342,593	\$6,325,466	\$7,360,846	\$1,370,372	\$8,731,217	\$381,308	\$562,976	\$944,284
2041	\$6,269,557	\$382,586	\$6,652,143	\$7,713,558	\$1,530,344	\$9,243,902	\$413,617	\$613,681	\$1,027,298
2042	\$6,568,257	\$424,671	\$6,992,928	\$8,081,054	\$1,698,682	\$9,779,737	\$447,321	\$666,676	\$1,113,997
2043	\$6,879,436	\$468,936	\$7,348,372	\$8,463,904	\$1,875,743	\$10,339,648	\$482,475	\$722,051	\$1,204,526
2044	\$7,163,661	\$544,986	\$7,708,647	\$8,851,194	\$2,351,191	\$11,203,389	\$293,634	\$346,822	\$577,598
2045	\$7,463,661	\$587,798	\$8,051,459	\$9,182,687	\$2,718,966	\$11,901,653	\$267,549	\$386,584	\$654,133
2046	\$7,704,989	\$632,687	\$8,337,676	\$9,479,598	\$2,896,967	\$12,376,565	\$280,472	\$407,615	\$688,087
2047	\$7,954,168	\$679,742	\$8,633,910	\$9,786,168	\$3,063,298	\$12,849,466	\$293,634	\$428,650	\$722,284
2048	\$8,211,453	\$724,242	\$8,935,695	\$10,102,710	\$3,237,001	\$13,339,711	\$307,243	\$449,642	\$756,885
2049	\$8,477,105	\$765,824	\$9,242,929	\$10,376,010	\$3,418,370	\$13,794,380	\$321,316	\$493,944	\$815,261
2050	\$8,751,394	\$809,250	\$9,560,644	\$10,654,512	\$3,607,707	\$14,262,219	\$336,021	\$517,498	\$853,519
2051	\$9,034,601	\$854,592	\$9,889,193	\$10,934,512	\$3,805,328	\$14,739,840	\$364,420	\$540,394	\$904,814
2052	\$9,327,012	\$901,927	\$10,228,939	\$11,219,808	\$4,011,560	\$15,231,368	\$379,304	\$564,089	\$943,393
2053	\$9,632,586	\$951,332	\$10,583,918	\$11,515,445	\$4,226,740	\$15,742,185	\$394,665	\$588,610	\$983,275
2054	\$10,213,193	\$1,002,890	\$11,216,083	\$11,811,577	\$4,451,221	\$16,262,800	\$410,623	\$613,985	\$1,024,608
2055	\$10,516,625	\$1,056,685	\$11,573,310	\$12,030,046	\$4,695,629	\$16,725,675	\$426,446	\$665,697	\$1,092,143
2056	\$10,829,160	\$1,112,805	\$11,941,965	\$12,332,326	\$4,948,312	\$17,280,638	\$442,759	\$691,538	\$1,134,297
2057	\$11,151,070	\$1,173,907	\$12,324,977	\$12,636,808	\$5,205,948	\$17,842,825	\$459,579	\$718,221	\$1,178,800
2058	\$11,482,639	\$1,222,078	\$12,704,716	\$12,938,808	\$5,462,025	\$18,396,833	\$476,920	\$745,773	\$1,222,693
2059	\$11,824,154	\$1,272,082	\$13,096,236	\$13,247,486	\$5,711,445	\$18,958,931	\$493,944	\$517,498	\$1,011,442
2060	\$12,175,914	\$1,323,987	\$13,499,901	\$13,547,486	\$5,962,025	\$19,509,511	\$517,498	\$540,394	\$1,057,892
2061	\$12,538,228	\$1,377,861	\$13,916,089	\$13,890,264	\$6,216,025	\$20,106,289	\$540,394	\$588,610	\$1,129,004
TOTAL	\$274,123,018	\$20,737,330	\$294,860,349	\$337,258,880	\$82,949,322	\$420,208,202	\$11,987,795	\$17,945,377	\$29,933,172

Source: EPS.

[1] Includes property tax revenue from parcels within the Mossdale Tract boundary only.

Table 12

Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis

Projected Net Property Tax and EIFD Revenue - Stockton Existing City Boundaries (Real \$)

Stockton
Existing City

Fiscal Year Ending	Beginning Assessed Value	Gross Property Tax Revenue	Net City and County Property Tax Revenue					Total EIFD
			City	City EIFD Amount [1]	Net City	County	County EIFD Amount [1]	
Formula	a	b=a*1.0%	c=b*16.71%	d	e=c+d	f=b*20.56%	g	d+g
2021	\$1,435,013,097	\$14,350,131	\$2,398,072	\$0	\$2,398,072	\$2,950,394	\$0	\$0
2022	\$1,478,063,490	\$14,780,635	\$2,470,014	\$0	\$2,470,014	\$3,038,906	\$0	\$0
2023	\$1,608,291,217	\$16,082,912	\$2,687,639	\$60,965	\$2,626,675	\$3,306,655	\$75,006	\$135,971
2024	\$1,739,217,044	\$17,392,170	\$2,906,432	\$122,257	\$2,784,175	\$3,575,839	\$150,415	\$272,672
2025	\$1,836,695,285	\$18,366,953	\$3,069,329	\$167,890	\$2,901,439	\$3,776,255	\$206,559	\$374,449
2026	\$1,923,163,782	\$19,231,638	\$3,213,828	\$208,370	\$3,005,458	\$3,954,035	\$256,381	\$464,731
2027	\$2,024,143,091	\$20,241,431	\$3,382,576	\$255,642	\$3,126,933	\$4,161,649	\$314,522	\$570,164
2028	\$2,129,450,311	\$21,294,503	\$3,558,556	\$304,941	\$3,253,615	\$4,378,161	\$375,175	\$680,116
2029	\$2,201,251,134	\$22,012,511	\$3,678,544	\$338,554	\$3,339,990	\$4,525,784	\$416,529	\$755,083
2030	\$2,275,443,500	\$22,754,435	\$3,802,528	\$186,552	\$3,615,976	\$4,678,324	\$229,518	\$416,070
2031	\$2,352,106,282	\$23,521,063	\$3,930,640	\$204,488	\$3,726,152	\$4,835,943	\$251,585	\$456,073
2032	\$2,431,320,933	\$24,313,209	\$4,063,017	\$223,020	\$3,839,986	\$4,998,809	\$274,386	\$497,407
2033	\$2,535,983,740	\$25,359,837	\$4,237,920	\$159,112	\$4,078,809	\$5,213,996	\$195,758	\$354,870
2034	\$2,703,479,476	\$27,034,795	\$4,517,825	\$184,303	\$4,333,622	\$5,558,368	\$226,752	\$411,055
2035	\$2,871,493,485	\$28,714,935	\$4,798,596	\$209,572	\$4,589,023	\$5,903,806	\$257,841	\$467,413
2036	\$3,047,155,202	\$30,471,552	\$5,092,147	\$235,992	\$4,856,155	\$6,264,967	\$290,345	\$526,337
2037	\$3,230,772,278	\$32,307,723	\$5,398,992	\$263,608	\$5,135,384	\$6,642,485	\$324,322	\$587,930
2038	\$3,422,663,939	\$34,226,639	\$5,719,665	\$292,469	\$5,427,196	\$7,037,015	\$359,830	\$652,298
2039	\$3,607,158,534	\$36,071,585	\$6,027,977	\$320,217	\$5,707,760	\$7,416,337	\$393,969	\$714,185
2040	\$3,788,069,268	\$37,880,693	\$6,330,299	\$347,426	\$5,982,874	\$7,788,290	\$427,445	\$774,870
2041	\$3,976,588,202	\$39,765,882	\$6,645,336	\$375,779	\$6,269,557	\$8,175,886	\$462,328	\$838,107
2042	\$4,173,009,011	\$41,730,090	\$6,973,578	\$405,321	\$6,568,257	\$8,579,728	\$498,674	\$903,995
2043	\$4,377,636,138	\$43,776,361	\$7,315,533	\$436,097	\$6,879,436	\$9,000,443	\$536,538	\$972,635
2044	\$4,590,785,185	\$45,907,852	\$7,671,730	\$208,069	\$7,463,661	\$9,438,678	\$555,991	\$918,267
2045	\$4,741,213,704	\$47,412,137	\$7,923,113	\$218,124	\$7,704,989	\$9,747,960	\$583,729	\$1,115,445
2046	\$4,896,536,227	\$48,965,362	\$8,182,675	\$228,506	\$7,954,168	\$10,067,304	\$628,362	\$1,147,520
2047	\$5,056,911,009	\$50,569,110	\$8,450,680	\$239,227	\$8,211,453	\$10,397,035	\$668,362	\$1,185,157
2048	\$5,222,501,395	\$52,225,014	\$8,727,400	\$250,295	\$8,477,105	\$10,737,490	\$707,943	\$1,203,046
2049	\$5,393,475,985	\$53,934,760	\$9,013,118	\$261,724	\$8,751,394	\$11,089,015	\$747,512	\$1,238,808
2050	\$5,570,008,799	\$55,700,088	\$9,308,125	\$273,524	\$9,034,601	\$11,451,967	\$787,177	\$1,276,771
2051	\$5,752,279,454	\$57,522,795	\$9,612,720	\$285,708	\$9,327,012	\$11,826,717	\$827,177	\$1,315,157
2052	\$5,942,754,663	\$59,427,547	\$9,931,026	\$298,440	\$9,632,586	\$12,218,335	\$867,177	\$1,354,771
2053	\$6,121,037,303	\$61,210,373	\$10,228,957	\$310,358	\$9,918,599	\$12,584,885	\$907,177	\$1,394,771
2054	\$6,304,668,422	\$63,046,684	\$10,535,826	\$322,632	\$10,213,193	\$12,962,431	\$947,177	\$1,434,771
2055	\$6,493,808,474	\$64,938,085	\$10,851,900	\$335,275	\$10,516,625	\$13,351,304	\$987,177	\$1,474,771
2056	\$6,688,622,729	\$66,886,227	\$11,177,457	\$348,298	\$10,825,160	\$13,751,843	\$1,027,177	\$1,514,771
2057	\$6,889,281,411	\$68,892,814	\$11,512,781	\$361,711	\$11,151,070	\$14,164,399	\$1,067,177	\$1,554,771
2058	\$7,095,959,853	\$70,959,599	\$11,858,165	\$375,526	\$11,482,639	\$14,589,330	\$1,107,177	\$1,594,771
2059	\$7,308,838,648	\$73,088,386	\$12,213,910	\$389,756	\$11,824,154	\$15,027,010	\$1,147,177	\$1,634,771
2060	\$7,528,103,808	\$75,281,038	\$12,580,327	\$404,413	\$12,175,914	\$15,477,821	\$1,187,177	\$1,674,771
2061	\$7,753,946,922	\$77,539,469	\$12,957,737	\$419,509	\$12,538,228	\$15,942,155	\$1,227,177	\$1,714,771

Source: San Joaquin County; City of Stockton; LWA, EPS.

[1] Refer to Table C-2 for details

Table 13

Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis

Projected Net Property Tax and EIFD Revenue - Stockton Annexation Area (Real \$)

Stockton
Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1]	Gross Property Tax Revenue	Net City and County Property Tax Revenue					Total EIFD
			City	County	Net City	County	Net County	
Formula	a	b=a*1.0%	c=b*7.23%	d	e=c-d	f=b*28.93%	g	e+h
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$3,315,313	\$33,153	\$2,398	\$672	\$1,726	\$9,590	\$2,687	\$8,630
2024	\$17,073,859	\$170,739	\$12,348	\$3,459	\$8,889	\$49,391	\$13,836	\$35,555
2025	\$31,654,935	\$316,549	\$22,893	\$6,413	\$16,480	\$91,571	\$25,652	\$44,443
2026	\$47,095,509	\$470,955	\$34,059	\$9,541	\$24,518	\$136,237	\$38,165	\$65,919
2027	\$63,434,028	\$634,340	\$45,875	\$12,851	\$33,024	\$183,501	\$51,405	\$88,072
2028	\$88,397,184	\$883,972	\$63,928	\$17,909	\$46,020	\$255,714	\$71,635	\$112,590
2029	\$114,801,039	\$1,148,010	\$83,024	\$23,258	\$59,766	\$332,095	\$93,032	\$165,119
2030	\$142,709,567	\$1,427,096	\$103,207	\$24,449	\$88,758	\$412,828	\$105,796	\$184,079
2031	\$172,189,286	\$1,721,893	\$124,527	\$17,434	\$107,093	\$498,106	\$127,735	\$239,063
2032	\$203,309,350	\$2,033,093	\$147,033	\$20,585	\$126,448	\$588,130	\$148,338	\$298,828
2033	\$236,141,647	\$2,361,416	\$170,777	\$15,370	\$155,407	\$683,107	\$171,480	\$355,032
2034	\$270,760,903	\$2,707,609	\$195,813	\$17,623	\$178,190	\$783,253	\$195,991	\$428,372
2035	\$307,244,788	\$3,072,448	\$222,198	\$19,988	\$202,200	\$888,793	\$222,499	\$505,792
2036	\$345,674,021	\$3,456,740	\$249,990	\$22,499	\$227,491	\$999,960	\$254,117	\$621,627
2037	\$386,132,487	\$3,861,325	\$279,249	\$25,132	\$254,117	\$1,116,998	\$282,136	\$777,034
2038	\$428,707,355	\$4,287,074	\$310,039	\$27,904	\$282,136	\$1,240,158	\$311,607	\$890,950
2039	\$473,489,195	\$4,734,892	\$342,426	\$30,818	\$311,607	\$1,369,702	\$342,593	\$1,016,468
2040	\$520,572,110	\$5,205,721	\$376,476	\$33,883	\$342,593	\$1,505,903	\$382,586	\$1,128,544
2041	\$568,342,054	\$5,683,421	\$420,424	\$37,838	\$382,586	\$1,681,697	\$424,671	\$1,246,429
2042	\$645,289,680	\$6,452,897	\$466,671	\$42,000	\$424,671	\$1,866,684	\$468,936	\$1,530,344
2043	\$712,550,955	\$7,125,510	\$515,314	\$46,378	\$468,936	\$2,061,256	\$513,513	\$1,698,682
2044	\$784,979,233	\$7,849,792	\$567,694	\$52,708	\$544,986	\$2,270,776	\$567,798	\$1,875,743
2045	\$846,643,499	\$8,466,435	\$612,289	\$57,904	\$587,798	\$2,449,157	\$612,289	\$2,179,944
2046	\$911,301,141	\$9,113,011	\$659,049	\$62,362	\$632,687	\$2,636,198	\$659,049	\$2,351,191
2047	\$979,076,261	\$9,790,763	\$708,064	\$67,177	\$679,742	\$2,832,256	\$708,064	\$2,530,750
2048	\$1,043,172,849	\$10,431,728	\$754,418	\$70,177	\$724,242	\$3,017,674	\$754,418	\$2,718,966
2049	\$1,103,067,131	\$11,030,671	\$797,734	\$73,719	\$765,824	\$3,190,935	\$797,734	\$2,896,967
2050	\$1,165,616,213	\$11,656,162	\$842,969	\$76,808	\$809,250	\$3,371,876	\$842,969	\$3,063,298
2051	\$1,230,925,481	\$12,309,255	\$890,200	\$80,200	\$854,592	\$3,560,802	\$890,200	\$3,237,001
2052	\$1,299,104,249	\$12,991,042	\$939,507	\$83,580	\$901,927	\$3,758,028	\$939,507	\$3,418,370
2053	\$1,370,265,911	\$13,702,659	\$990,971	\$87,939	\$951,332	\$3,963,884	\$990,971	\$3,607,707
2054	\$1,444,528,079	\$14,445,281	\$1,044,677	\$91,787	\$1,002,890	\$4,178,708	\$1,044,677	\$3,805,328
2055	\$1,522,012,738	\$15,220,127	\$1,100,714	\$96,029	\$1,056,685	\$4,402,854	\$1,100,714	\$4,011,560
2056	\$1,602,846,401	\$16,028,464	\$1,159,172	\$100,714	\$1,112,805	\$4,636,689	\$1,159,172	\$4,226,740
2057	\$1,690,855,577	\$16,908,556	\$1,222,820	\$105,913	\$1,173,907	\$4,891,280	\$1,222,820	\$4,451,221
2058	\$1,760,238,911	\$17,602,389	\$1,272,998	\$110,920	\$1,222,078	\$5,091,991	\$1,272,998	\$4,695,629
2059	\$1,832,263,475	\$18,322,635	\$1,325,086	\$116,003	\$1,272,082	\$5,300,343	\$1,325,086	\$4,888,312
2060	\$1,907,025,298	\$19,070,253	\$1,379,153	\$121,153	\$1,323,987	\$5,516,613	\$1,379,153	\$5,088,329
2061	\$1,984,623,793	\$19,846,238	\$1,435,272	\$126,411	\$1,377,861	\$5,741,088	\$1,435,272	\$5,295,948

Source: San Joaquin County, City of Stockton; LWA; EPS.

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[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.
[2] Refer to Table C-3 for details.

APPENDICES:



- Appendix A: City of Lathrop EIFD Revenue Estimating Tables
- Appendix B: City of Manteca EIFD Revenue Estimating Tables
- Appendix C: City of Stockton EIFD Revenue Estimating Tables
- Appendix D: Supporting Tables for EIFD Revenue Analysis

APPENDIX A:

City of Lathrop EIFD Revenue Estimating Tables



Table A-1	Projected Tax Increment to EIFD - Lathrop	A-1
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Table A-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV Starting in 2022	Gross Tax Increment	Net Tax Increment			Total EIFD
							City EIFD [3]	County [1]	County EIFD [3]	
Formula	a	b=a+3.0%	c	d=a+b+c	e	f=e*1.0%	h=g*28%	h	j=i*28%	h+j
2020	\$3,189,931,293	\$95,697,939	\$0	\$3,285,629,232	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$3,285,629,232	\$98,568,877	\$0	\$3,384,198,109	\$221,118,840	\$2,211,188	\$69,560	\$414,758	\$116,189	\$185,749
2022	\$3,384,198,109	\$101,525,943	\$119,592,896	\$3,605,316,949	\$564,712,445	\$5,647,124	\$177,547	\$1,059,246	\$296,734	\$474,381
2023	\$3,605,316,949	\$108,159,508	\$235,434,097	\$3,948,910,554	\$925,676,881	\$9,256,769	\$291,199	\$1,736,317	\$486,407	\$777,606
2024	\$3,948,910,554	\$118,467,317	\$242,497,120	\$4,309,874,990	\$1,323,218,486	\$13,232,185	\$1,482,484	\$2,489,153	\$697,304	\$1,112,605
2025	\$4,309,874,990	\$129,296,250	\$268,245,355	\$4,707,416,595	\$1,766,185,522	\$17,661,855	\$1,976,305	\$3,327,624	\$932,191	\$1,485,827
2026	\$4,707,416,595	\$141,222,498	\$301,744,538	\$5,150,383,631	\$2,245,941,233	\$22,459,412	\$2,511,213	\$4,235,550	\$1,186,534	\$1,890,018
2027	\$5,150,383,631	\$154,511,509	\$335,001,528	\$5,630,139,342	\$2,749,846,942	\$27,498,469	\$3,073,017	\$5,189,243	\$1,453,699	\$2,314,565
2028	\$5,630,139,342	\$168,904,180	\$380,953,287	\$6,134,045,051	\$3,214,821,580	\$32,148,216	\$3,590,870	\$6,070,402	\$1,849,856	\$2,849,856
2029	\$6,134,045,051	\$184,021,352	\$429,940,358	\$6,599,019,689	\$3,703,732,529	\$37,037,325	\$4,135,358	\$7,979,576	\$2,158,526	\$3,527,578
2030	\$6,599,019,689	\$197,970,591	\$480,953,287	\$7,087,930,638	\$4,164,635,492	\$41,646,355	\$4,648,139	\$8,781,538	\$2,453,550	\$3,932,191
2031	\$7,087,930,638	\$212,637,919	\$535,001,528	\$7,548,833,601	\$4,646,813,495	\$46,468,135	\$5,184,546	\$9,790,791	\$2,752,755	\$4,347,546
2032	\$7,548,833,601	\$226,465,008	\$585,001,528	\$8,031,011,804	\$5,142,610,733	\$51,426,107	\$5,735,968	\$10,705,777	\$3,053,550	\$4,759,317
2033	\$8,031,011,804	\$240,930,348	\$635,001,528	\$8,526,808,842	\$5,657,751,456	\$56,577,515	\$6,308,823	\$11,673,819	\$3,353,550	\$5,127,369
2034	\$8,526,808,842	\$255,804,265	\$685,001,528	\$9,041,949,565	\$6,172,346,849	\$61,723,468	\$6,885,351	\$12,684,595	\$3,653,550	\$5,538,146
2035	\$9,041,949,565	\$271,258,487	\$735,001,528	\$9,566,544,957	\$6,709,680,210	\$67,096,802	\$7,487,373	\$13,732,159	\$3,953,550	\$5,985,703
2036	\$9,566,544,957	\$286,696,349	\$785,001,528	\$10,093,878,319	\$7,237,879,234	\$72,378,792	\$8,051,411	\$14,884,595	\$4,253,550	\$6,438,146
2037	\$10,093,878,319	\$302,816,350	\$835,001,528	\$10,597,414,006	\$7,773,879,234	\$77,773,879	\$8,639,111	\$16,038,187	\$4,553,550	\$6,911,733
2038	\$10,597,414,006	\$317,922,420	\$885,001,528	\$11,122,077,343	\$8,284,484,989	\$82,844,847	\$9,251,418	\$17,203,626	\$4,853,550	\$7,357,164
2039	\$11,122,077,343	\$333,662,320	\$935,001,528	\$11,668,682,808	\$8,792,969,686	\$87,929,696	\$9,820,871	\$18,418,030	\$5,153,550	\$7,806,621
2040	\$11,668,682,808	\$350,060,484	\$985,001,528	\$12,177,167,694	\$9,284,484,989	\$92,844,847	\$10,338,758	\$19,608,187	\$5,453,550	\$8,259,335
2041	\$12,177,167,694	\$365,315,031	\$1,035,001,528	\$12,710,365,008	\$9,792,969,686	\$97,929,696	\$11,038,758	\$20,816,187	\$5,753,550	\$8,712,311
2042	\$12,710,365,008	\$381,310,950	\$1,085,001,528	\$13,264,594,711	\$10,294,484,989	\$102,944,847	\$11,683,934	\$22,038,187	\$6,053,550	\$9,167,683
2043	\$13,264,594,711	\$397,937,841	\$1,135,001,528	\$13,840,638,867	\$10,792,969,686	\$107,929,696	\$12,354,465	\$23,263,187	\$6,353,550	\$9,621,238
2044	\$13,840,638,867	\$415,219,166	\$1,185,001,528	\$14,439,307,537	\$11,294,484,989	\$112,944,847	\$13,051,292	\$24,493,187	\$6,653,550	\$10,075,791
2045	\$14,439,307,537	\$433,179,226	\$1,235,001,528	\$15,061,439,752	\$11,792,969,686	\$117,929,696	\$13,753,034	\$25,723,187	\$6,953,550	\$10,529,345
2046	\$15,061,439,752	\$451,843,193	\$1,285,001,528	\$15,694,621,579	\$12,294,484,989	\$122,944,847	\$14,454,465	\$26,953,187	\$7,253,550	\$10,982,899
2047	\$15,694,621,579	\$471,237,136	\$1,335,001,528	\$16,330,489,242	\$12,792,969,686	\$127,944,847	\$15,154,465	\$28,183,187	\$7,553,550	\$11,437,453
2048	\$16,330,489,242	\$491,388,057	\$1,385,001,528	\$16,971,367,821	\$13,294,484,989	\$132,944,847	\$15,854,465	\$29,413,187	\$7,853,550	\$11,891,007
2049	\$17,071,463,975	\$511,539,075	\$1,435,001,528	\$17,616,907,524	\$13,792,969,686	\$137,944,847	\$16,554,465	\$30,643,187	\$8,153,550	\$12,344,561
2050	\$17,802,456,149	\$532,073,684	\$1,485,001,528	\$18,264,430,302	\$14,294,484,989	\$142,944,847	\$17,254,465	\$31,873,187	\$8,453,550	\$12,798,115
2051	\$18,555,578,135	\$553,667,344	\$1,535,001,528	\$18,924,245,009	\$14,792,969,686	\$147,944,847	\$17,954,465	\$33,103,187	\$8,753,550	\$13,251,669
2052	\$19,331,541,902	\$575,946,257	\$1,585,001,528	\$19,593,488,135	\$15,294,484,989	\$152,944,847	\$18,654,465	\$34,333,187	\$9,053,550	\$13,704,223
2053	\$20,137,363,474	\$600,420,904	\$1,635,001,528	\$20,274,784,912	\$15,792,969,686	\$157,944,847	\$19,354,465	\$35,563,187	\$9,353,550	\$14,156,777
2054	\$20,974,135,953	\$629,224,079	\$1,685,001,528	\$20,964,009,991	\$16,294,484,989	\$162,944,847	\$20,054,465	\$36,793,187	\$9,653,550	\$14,609,331
2055	\$21,842,991,153	\$655,289,735	\$1,735,001,528	\$21,663,280,688	\$16,792,969,686	\$167,944,847	\$20,754,465	\$38,023,187	\$9,953,550	\$15,061,885
2056	\$22,745,100,943	\$682,353,028	\$1,785,001,528	\$22,442,653,976	\$17,294,484,989	\$172,944,847	\$21,454,465	\$39,253,187	\$10,253,550	\$15,514,439
2057	\$23,681,678,629	\$710,450,359	\$1,835,001,528	\$23,297,480,520	\$17,792,969,686	\$177,944,847	\$22,154,465	\$40,483,187	\$10,553,550	\$15,967,000
2058	\$24,653,980,385	\$739,619,412	\$1,885,001,528	\$24,163,699,897	\$18,294,484,989	\$182,944,847	\$22,854,465	\$41,713,187	\$10,853,550	\$16,419,554
2059	\$25,663,306,735	\$769,899,202	\$1,935,001,528	\$25,040,699,147	\$18,792,969,686	\$187,944,847	\$23,554,465	\$42,943,187	\$11,153,550	\$16,872,108
2060	\$26,711,004,084	\$801,339,123	\$1,985,001,528	\$25,924,699,671	\$19,294,484,989	\$192,944,847	\$24,254,465	\$44,173,187	\$11,453,550	\$17,324,662
2061	\$27,825,867,416	\$834,776,022	\$0	\$28,660,643,438	\$20,294,484,989	\$202,944,847	\$25,004,465	\$45,403,187	\$11,753,550	\$17,777,216

Source: San Joaquin County, City of Lathrop, LWA, EPS

- [1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
 [2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that the growth in new assessed value will be 3% of the existing assessed value.
 [3] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS.
 [4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table A-2 and Table A-3 for more details.

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Table A-2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Existing City Boundaries (Real \$)

Lathrop
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV Starting in 2022	Gross Tax Increment	City [1]	City EIFD Allocation [3]	City EIFD	Net Tax Increment			County EIFD	Total EIFD
										County [1]	County EIFD Allocation [3]	County EIFD		
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	g=f*1.23%	h	i=g*h	j=f+g+h	k	l=k*3	m=i+l	
2020	\$3,189,931,293	\$95,697,939	\$0	\$3,285,629,232	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%	\$0	
2021	\$3,285,629,232	\$98,568,877	\$0	\$3,384,198,109	\$221,118,840	\$2,211,188	\$248,305	28%	\$69,560	\$0	\$0	28%	\$0	
2022	\$3,384,198,109	\$101,525,943	\$119,592,896	\$3,605,316,949	\$564,712,445	\$5,647,124	\$634,144	28%	\$177,647	\$4,147,758	\$4,147,758	28%	\$185,749	
2023	\$3,605,316,949	\$108,159,508	\$235,434,097	\$3,948,910,554	\$925,676,881	\$9,256,769	\$1,039,489	28%	\$291,199	\$1,059,246	\$4,147,758	28%	\$296,734	
2024	\$3,948,910,554	\$118,467,317	\$242,487,120	\$4,309,874,990	\$1,315,262,099	\$13,152,621	\$1,476,974	28%	\$413,755	\$2,467,072	\$4,147,758	28%	\$469,118	
2025	\$4,309,874,990	\$129,286,250	\$260,288,968	\$4,699,460,207	\$1,749,795,363	\$17,497,954	\$1,964,933	28%	\$550,450	\$3,282,137	\$4,147,758	28%	\$591,448	
2026	\$4,699,460,207	\$140,983,806	\$293,549,458	\$5,133,993,472	\$2,220,618,438	\$22,206,184	\$2,493,844	28%	\$698,562	\$4,165,273	\$4,147,758	28%	\$749,948	
2027	\$5,133,993,472	\$154,019,804	\$316,803,270	\$5,604,816,547	\$2,715,070,303	\$27,150,703	\$3,048,868	28%	\$854,106	\$5,092,729	\$4,147,758	28%	\$865,847	
2028	\$5,604,816,547	\$168,144,496	\$326,307,369	\$6,099,268,412	\$3,170,046,658	\$31,700,467	\$3,498,904	28%	\$1,066,847	\$5,946,140	\$4,147,758	28%	\$1,166,847	
2029	\$6,099,268,412	\$182,978,052	\$327,198,302	\$6,554,244,766	\$3,648,390,725	\$36,483,907	\$4,001,999	28%	\$1,286,548	\$6,843,363	\$4,147,758	28%	\$1,428,662	
2030	\$6,554,244,766	\$196,627,343	\$281,716,724	\$7,032,588,833	\$4,098,133,090	\$40,981,331	\$4,601,999	28%	\$1,531,648	\$7,686,977	\$4,147,758	28%	\$1,685,409	
2031	\$7,032,588,833	\$210,977,665	\$238,764,701	\$7,482,331,199	\$4,568,390,668	\$45,685,307	\$5,130,232	28%	\$1,771,238	\$8,569,314	\$4,147,758	28%	\$1,865,409	
2032	\$7,482,331,199	\$224,469,936	\$245,927,642	\$7,952,728,777	\$5,051,900,507	\$50,519,005	\$5,673,032	28%	\$2,011,721	\$9,475,983	\$4,147,758	28%	\$2,020,768	
2033	\$7,952,728,777	\$238,581,863	\$244,787,976	\$8,438,098,616	\$5,553,938,642	\$55,539,386	\$6,236,796	28%	\$2,261,164	\$10,417,670	\$4,147,758	28%	\$2,240,768	
2034	\$8,438,098,616	\$253,082,988	\$248,955,176	\$8,938,136,751	\$6,065,419,650	\$60,654,197	\$6,811,164	28%	\$2,516,005	\$11,377,068	\$4,147,758	28%	\$2,420,768	
2035	\$8,938,136,751	\$268,144,103	\$243,336,936	\$9,449,617,759	\$6,589,545,195	\$65,955,452	\$7,410,960	28%	\$2,771,543	\$12,378,942	\$4,147,758	28%	\$2,600,768	
2036	\$9,449,617,759	\$283,488,533	\$250,637,013	\$9,983,743,304	\$7,099,776,832	\$70,997,768	\$7,972,695	28%	\$3,037,590	\$13,378,942	\$4,147,758	28%	\$2,780,768	
2037	\$9,983,743,304	\$299,512,299	\$206,719,337	\$10,483,974,940	\$7,621,036,997	\$76,210,370	\$8,558,044	28%	\$3,302,839	\$14,378,942	\$4,147,758	28%	\$2,960,768	
2038	\$10,483,974,940	\$314,519,248	\$206,740,917	\$11,005,235,106	\$8,164,137,195	\$81,641,372	\$9,167,919	28%	\$3,571,543	\$15,378,942	\$4,147,758	28%	\$3,140,768	
2039	\$11,005,235,106	\$330,157,053	\$212,943,145	\$11,548,335,304	\$8,689,011,656	\$86,890,117	\$9,734,868	28%	\$3,846,450	\$16,378,942	\$4,147,758	28%	\$3,320,768	
2040	\$11,548,335,304	\$346,450,059	\$158,424,402	\$12,053,209,765	\$9,198,490,232	\$91,984,902	\$10,329,446	28%	\$4,115,601	\$17,378,942	\$4,147,758	28%	\$3,500,768	
2041	\$12,053,209,765	\$361,596,293	\$167,882,284	\$12,582,688,341	\$9,709,997,768	\$97,488,896	\$10,947,517	28%	\$4,384,908	\$18,378,942	\$4,147,758	28%	\$3,680,768	
2042	\$12,582,688,341	\$377,480,650	\$178,106,752	\$13,133,087,744	\$10,220,988,582	\$102,209,886	\$11,589,955	28%	\$4,654,211	\$19,378,942	\$4,147,758	28%	\$3,860,768	
2043	\$13,133,087,744	\$393,992,632	\$182,918,752	\$13,705,186,691	\$10,734,989,635	\$107,349,902	\$12,257,667	28%	\$4,923,531	\$20,378,942	\$4,147,758	28%	\$4,040,768	
2044	\$13,705,186,691	\$411,155,601	\$183,449,504	\$14,299,791,795	\$11,246,989,635	\$112,469,902	\$13,047,517	28%	\$5,192,839	\$21,378,942	\$4,147,758	28%	\$4,220,768	
2045	\$14,299,791,795	\$428,993,754	\$188,952,989	\$14,917,738,539	\$11,764,989,635	\$117,649,902	\$13,942,517	28%	\$5,462,133	\$22,378,942	\$4,147,758	28%	\$4,400,768	
2046	\$14,917,738,539	\$447,532,156	\$194,621,579	\$15,559,892,274	\$12,282,989,635	\$122,829,902	\$14,837,517	28%	\$5,731,433	\$23,378,942	\$4,147,758	28%	\$4,580,768	
2047	\$15,559,892,274	\$466,796,768	\$200,460,226	\$16,227,149,268	\$12,802,989,635	\$128,029,902	\$15,732,517	28%	\$6,000,733	\$24,378,942	\$4,147,758	28%	\$4,760,768	
2048	\$16,227,149,268	\$486,814,478	\$206,474,033	\$16,940,437,779	\$13,322,989,635	\$133,322,902	\$16,627,517	28%	\$6,269,933	\$25,378,942	\$4,147,758	28%	\$4,940,768	
2049	\$16,940,437,779	\$507,613,133	\$212,668,254	\$17,640,719,167	\$13,842,989,635	\$138,422,902	\$17,522,517	28%	\$6,539,233	\$26,378,942	\$4,147,758	28%	\$5,120,768	
2050	\$17,640,719,167	\$529,221,575	\$219,048,302	\$18,388,989,043	\$14,362,989,635	\$143,622,902	\$18,417,517	28%	\$6,808,533	\$27,378,942	\$4,147,758	28%	\$5,300,768	
2051	\$18,388,989,043	\$551,669,671	\$225,875,315	\$19,159,955,137	\$14,882,989,635	\$148,822,902	\$19,312,517	28%	\$7,077,833	\$28,378,942	\$4,147,758	28%	\$5,480,768	
2052	\$19,159,955,137	\$574,798,654	\$232,651,575	\$19,960,629,107	\$15,402,989,635	\$154,022,902	\$20,207,517	28%	\$7,347,133	\$29,378,942	\$4,147,758	28%	\$5,660,768	
2053	\$19,960,629,107	\$598,818,873	\$239,631,122	\$20,792,099,555	\$15,922,989,635	\$159,222,902	\$21,092,517	28%	\$7,616,433	\$30,378,942	\$4,147,758	28%	\$5,840,768	
2054	\$20,792,099,555	\$623,762,987	\$246,820,056	\$21,655,493,663	\$16,442,989,635	\$164,442,902	\$21,987,517	28%	\$7,885,733	\$31,378,942	\$4,147,758	28%	\$6,020,768	
2055	\$21,655,493,663	\$649,664,810	\$254,224,657	\$22,544,857,542	\$16,962,989,635	\$169,622,902	\$22,877,517	28%	\$8,155,033	\$32,378,942	\$4,147,758	28%	\$6,200,768	
2056	\$22,544,857,542	\$676,559,356	\$261,851,397	\$23,449,096,815	\$17,482,989,635	\$174,822,902	\$23,767,517	28%	\$8,424,333	\$33,378,942	\$4,147,758	28%	\$6,380,768	
2057	\$23,449,096,815	\$704,482,876	\$269,706,939	\$24,449,096,815	\$18,002,989,635	\$180,022,902	\$24,657,517	28%	\$8,693,633	\$34,378,942	\$4,147,758	28%	\$6,560,768	
2058	\$24,449,096,815	\$733,472,904	\$269,706,939	\$25,452,276,658	\$18,522,989,635	\$185,222,902	\$25,547,517	28%	\$8,962,933	\$35,378,942	\$4,147,758	28%	\$6,740,768	
2059	\$25,452,276,658	\$763,568,300	\$277,798,147	\$26,465,444,996	\$19,042,989,635	\$190,422,902	\$26,437,517	28%	\$9,232,233	\$36,378,942	\$4,147,758	28%	\$6,920,768	
2060	\$26,465,444,105	\$794,809,293	\$313,533,209	\$27,479,607,542	\$19,562,989,635	\$195,602,902	\$27,327,517	28%	\$9,501,533	\$37,378,942	\$4,147,758	28%	\$7,100,768	
2061	\$27,601,985,607	\$828,059,568	\$0	\$28,430,045,175	\$20,082,989,635	\$200,802,902	\$28,222,517	28%	\$9,770,833	\$38,378,942	\$4,147,758	28%	\$7,280,768	

Source: San Joaquin County, City of Lathrop, LWA, EPS

1/1/2024

[1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
[2] See Table A-4 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs
[3] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS

Table A-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Lathrop Annexation Area (Real \$)

Lathrop Annexation Area															
Fiscal Year	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2] [3]	Ending AV	Cumulative Growth in AV Starting in 2022	Gross Tax Increment	City [1]	City EIFD Allocation [4]	City EIFD	County [1]	County EIFD Allocation [4]	County EIFD	Total EIFD		
Formula	a	b=a/3.0%	c	d=a+b+c	e	f=a*7.0%	g=f*94%	h	i=g-h	j=i/27.5%	k	l=j-k	m=i+h		
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0		
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0		
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0		
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0		
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0		
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0		
2026	\$7,956,388	\$238,692	\$8,195,079	\$7,956,388	\$7,956,388	\$79,564	\$5,520	28%	\$1,546	\$22,081	28%	\$6,186	\$7,732		
2027	\$16,390,159	\$491,705	\$8,440,932	\$16,390,159	\$16,390,159	\$163,902	\$11,372	28%	\$3,186	\$45,487	28%	\$12,743	\$15,928		
2028	\$25,322,795	\$759,684	\$8,694,160	\$25,322,795	\$25,322,795	\$253,228	\$17,569	28%	\$4,922	\$70,277	28%	\$19,687	\$24,609		
2029	\$34,776,639	\$1,043,299	\$8,954,985	\$34,776,639	\$34,776,639	\$347,766	\$24,129	28%	\$6,759	\$96,514	28%	\$27,037	\$33,796		
2030	\$44,774,923	\$1,343,248	\$9,223,634	\$44,774,923	\$44,774,923	\$447,749	\$31,066	14%	\$4,349	\$124,262	14%	\$17,397	\$21,746		
2031	\$55,341,805	\$1,660,254	\$9,500,343	\$55,341,805	\$55,341,805	\$553,418	\$33,937	14%	\$5,376	\$153,588	14%	\$21,502	\$26,878		
2032	\$66,502,402	\$1,995,072	\$9,785,353	\$66,502,402	\$66,502,402	\$665,024	\$46,140	14%	\$6,460	\$184,561	14%	\$25,839	\$32,298		
2033	\$78,282,827	\$2,348,485	\$10,078,914	\$78,282,827	\$78,282,827	\$782,828	\$56,314	9%	\$4,888	\$217,555	9%	\$19,553	\$24,441		
2034	\$90,710,226	\$2,721,307	\$10,381,281	\$90,710,226	\$90,710,226	\$907,102	\$62,936	9%	\$6,482	\$288,107	9%	\$22,657	\$28,321		
2035	\$103,812,814	\$3,114,384	\$10,692,199	\$103,812,814	\$103,812,814	\$1,038,128	\$72,027	9%	\$6,677	\$296,751	9%	\$25,930	\$32,412		
2036	\$106,927,199	\$3,207,816	\$10,999,015	\$106,927,199	\$106,927,199	\$1,069,272	\$74,188	9%	\$6,877	\$305,653	9%	\$26,708	\$33,384		
2037	\$110,135,015	\$3,304,050	\$11,305,065	\$110,135,015	\$110,135,015	\$1,101,350	\$76,413	9%	\$7,084	\$314,823	9%	\$27,509	\$34,386		
2038	\$113,439,065	\$3,403,172	\$11,604,237	\$113,439,065	\$113,439,065	\$1,134,391	\$78,706	9%	\$7,296	\$324,268	9%	\$28,334	\$35,418		
2039	\$116,842,237	\$3,505,267	\$11,904,504	\$116,842,237	\$116,842,237	\$1,168,422	\$81,067	9%	\$7,515	\$334,966	9%	\$29,184	\$36,480		
2040	\$120,347,504	\$3,610,425	\$12,204,771	\$120,347,504	\$120,347,504	\$1,203,475	\$83,499	9%	\$7,740	\$344,015	9%	\$30,060	\$37,574		
2041	\$123,957,929	\$3,718,738	\$12,505,267	\$123,957,929	\$123,957,929	\$1,239,579	\$86,004	9%	\$7,973	\$354,336	9%	\$30,961	\$38,702		
2042	\$127,676,667	\$3,830,300	\$12,805,567	\$127,676,667	\$127,676,667	\$1,276,767	\$88,584	9%	\$8,212	\$364,666	9%	\$31,890	\$39,863		
2043	\$131,506,967	\$3,945,209	\$13,100,776	\$131,506,967	\$131,506,967	\$1,315,070	\$91,241	9%	\$8,459	\$375,915	9%	\$32,847	\$41,059		
2044	\$135,452,176	\$4,063,565	\$13,404,341	\$135,452,176	\$135,452,176	\$1,354,522	\$93,979	4%	\$8,712	\$387,192	4%	\$33,872	\$42,243		
2045	\$139,515,742	\$4,185,472	\$13,708,214	\$139,515,742	\$139,515,742	\$1,395,157	\$96,798	4%	\$8,968	\$398,608	4%	\$34,931	\$43,436		
2046	\$143,701,214	\$4,311,036	\$14,016,250	\$143,701,214	\$143,701,214	\$1,437,012	\$99,702	4%	\$9,219	\$410,772	4%	\$36,000	\$44,630		
2047	\$148,012,250	\$4,440,368	\$14,321,618	\$148,012,250	\$148,012,250	\$1,480,123	\$102,693	4%	\$9,471	\$423,828	4%	\$37,143	\$45,824		
2048	\$152,452,618	\$4,573,578	\$14,626,196	\$152,452,618	\$152,452,618	\$1,524,526	\$105,774	4%	\$9,723	\$437,998	4%	\$38,286	\$47,018		
2049	\$157,026,196	\$4,710,786	\$14,931,982	\$157,026,196	\$157,026,196	\$1,570,262	\$108,947	4%	\$9,975	\$452,169	4%	\$39,429	\$48,212		
2050	\$161,736,982	\$4,852,109	\$15,237,091	\$161,736,982	\$161,736,982	\$1,617,370	\$112,216	4%	\$10,227	\$466,340	4%	\$40,572	\$49,406		
2051	\$166,589,092	\$4,997,673	\$15,541,764	\$166,589,092	\$166,589,092	\$1,665,891	\$115,582	4%	\$10,479	\$480,511	4%	\$41,715	\$50,599		
2052	\$171,586,764	\$5,147,603	\$15,849,367	\$171,586,764	\$171,586,764	\$1,715,868	\$119,049	4%	\$10,731	\$494,682	4%	\$42,858	\$51,793		
2053	\$176,734,367	\$5,302,031	\$16,151,398	\$176,734,367	\$176,734,367	\$1,767,344	\$122,621	4%	\$10,983	\$508,853	4%	\$44,001	\$52,987		
2054	\$182,036,398	\$5,461,092	\$16,456,490	\$182,036,398	\$182,036,398	\$1,820,364	\$126,300	4%	\$11,235	\$523,024	4%	\$45,144	\$54,181		
2055	\$187,497,490	\$5,624,925	\$16,761,415	\$187,497,490	\$187,497,490	\$1,874,975	\$130,089	4%	\$11,486	\$537,195	4%	\$46,287	\$55,375		
2056	\$193,122,415	\$5,793,672	\$17,066,087	\$193,122,415	\$193,122,415	\$1,931,224	\$133,991	4%	\$11,738	\$551,366	4%	\$47,430	\$56,569		
2057	\$198,916,087	\$5,967,483	\$17,370,570	\$198,916,087	\$198,916,087	\$1,989,161	\$138,011	4%	\$11,990	\$565,537	4%	\$48,573	\$57,762		
2058	\$204,883,570	\$6,146,507	\$17,677,077	\$204,883,570	\$204,883,570	\$2,048,836	\$142,151	4%	\$12,242	\$579,708	4%	\$49,716	\$58,956		
2059	\$211,030,077	\$6,330,902	\$17,981,979	\$211,030,077	\$211,030,077	\$2,110,301	\$146,416	4%	\$12,494	\$593,879	4%	\$50,859	\$60,150		
2060	\$217,360,979	\$6,520,829	\$18,288,809	\$217,360,979	\$217,360,979	\$2,173,610	\$150,808	4%	\$12,746	\$608,050	4%	\$51,999	\$61,344		
2061	\$223,881,809	\$6,716,454	\$18,595,263	\$223,881,809	\$223,881,809	\$2,238,818	\$155,333	4%	\$13,000	\$622,221	4%	\$53,143	\$62,538		
			\$0	\$230,598,263	\$230,598,263	\$2,305,983	\$159,992	4%	\$13,252	\$636,392	4%	\$54,286	\$63,732		

San Joaquin County, City of Lathrop, LWA: EPS

Source: San Joaquin County, City of Lathrop, LWA, EPS

- [1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs
- [2] See Table A-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs
- [3] In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value
- [4] As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development
- [5] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS

Table A-4
Mosside Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Existing City (2020 and Real \$)

Lathrop
Existing City

Fiscal Year Ending	Assessed Value of New Development [1]										Escalation Factor [2]	Total with Annual Sales Price Increase	
	Low Density Residential	High Density Residential	Subtotal Residential	AV per Bldg Sq. Ft						Subtotal Nonres.			Total (2020\$)
				Retail	Office	Industrial	Total	Subtotal					
									\$ 250				
Assumption	\$ 525,000	\$ 200,000											
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.000	\$0	
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0	
2022	\$33,600,000	\$5,000,000	\$38,600,000	\$14,110,275	\$9,406,850	\$50,610,650	\$74,127,775	\$112,727,775	\$0	\$0	1.061	\$119,592,896	
2023	\$67,200,000	\$0	\$67,200,000	\$28,220,550	\$18,813,700	\$101,221,300	\$148,255,550	\$215,455,550	\$0	\$0	1.093	\$235,434,097	
2024	\$67,200,000	\$0	\$67,200,000	\$28,220,550	\$18,813,700	\$101,221,300	\$148,255,550	\$215,455,550	\$0	\$0	1.126	\$242,497,120	
2025	\$77,700,000	\$0	\$77,700,000	\$27,363,750	\$18,242,500	\$101,221,300	\$146,827,550	\$224,527,550	\$0	\$0	1.159	\$260,288,968	
2026	\$77,700,000	\$24,600,000	\$102,300,000	\$25,393,050	\$16,928,700	\$101,221,300	\$143,543,050	\$245,843,050	\$0	\$0	1.194	\$293,549,458	
2027	\$77,700,000	\$24,600,000	\$102,300,000	\$25,393,050	\$16,928,700	\$112,868,300	\$155,290,050	\$257,590,050	\$0	\$0	1.230	\$316,803,270	
2028	\$77,700,000	\$24,600,000	\$102,300,000	\$25,393,050	\$16,928,700	\$112,868,300	\$155,290,050	\$257,590,050	\$0	\$0	1.267	\$326,307,369	
2029	\$77,700,000	\$24,600,000	\$102,300,000	\$25,393,050	\$16,928,700	\$112,868,300	\$155,290,050	\$257,590,050	\$0	\$0	1.305	\$271,998,302	
2030	\$77,700,000	\$30,000,000	\$107,700,000	\$40,304,100	\$26,869,400	\$34,750,200	\$106,164,050	\$208,464,050	\$0	\$0	1.344	\$281,716,724	
2031	\$77,700,000	\$5,800,000	\$83,500,000	\$32,543,100	\$21,695,400	\$34,750,200	\$101,923,700	\$209,623,700	\$0	\$0	1.384	\$238,764,701	
2032	\$77,700,000	\$5,800,000	\$83,500,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$172,488,700	\$0	\$0	1.426	\$245,927,642	
2033	\$77,700,000	\$0	\$77,700,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$166,688,700	\$0	\$0	1.469	\$244,787,976	
2034	\$75,600,000	\$0	\$75,600,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$166,688,700	\$0	\$0	1.513	\$248,955,176	
2035	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$156,188,700	\$0	\$0	1.558	\$243,336,905	
2036	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$156,188,700	\$0	\$0	1.605	\$250,637,013	
2037	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$34,750,200	\$88,988,700	\$156,188,700	\$0	\$0	1.653	\$207,719,337	
2038	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$0	\$4,238,500	\$121,438,500	\$0	\$0	1.702	\$206,740,917	
2039	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$0	\$4,238,500	\$121,438,500	\$0	\$0	1.754	\$212,943,145	
2040	\$67,200,000	\$0	\$67,200,000	\$32,543,100	\$21,695,400	\$0	\$20,515,750	\$87,715,750	\$0	\$0	1.806	\$158,424,402	
2041	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$23,045,000	\$90,245,000	\$0	\$0	1.860	\$167,882,284	
2042	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	1.916	\$172,918,752	
2043	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	1.974	\$178,106,315	
2044	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.033	\$183,449,504	
2045	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.094	\$188,952,989	
2046	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.157	\$194,621,579	
2047	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.221	\$200,460,226	
2048	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.288	\$206,474,033	
2049	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.357	\$212,668,254	
2050	\$67,200,000	\$0	\$67,200,000	\$13,827,000	\$9,218,000	\$0	\$23,045,000	\$90,245,000	\$0	\$0	2.427	\$219,048,302	
2051	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.500	\$219,296,423	
2052	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.575	\$225,875,315	
2053	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.652	\$232,651,575	
2054	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.732	\$239,631,122	
2055	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.814	\$246,820,056	
2056	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.898	\$254,224,657	
2057	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	2.985	\$261,851,397	
2058	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	3.075	\$269,706,939	
2059	\$67,200,000	\$0	\$67,200,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$87,715,750	\$0	\$0	3.167	\$277,798,147	
2060	\$75,600,000	\$0	\$75,600,000	\$12,309,450	\$8,206,300	\$0	\$20,515,750	\$96,115,750	\$0	\$0	3.262	\$313,533,209	

Source: San Joaquin County, City of Lathrop, LWA, EPS.

- [1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor.

Table A-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Lathrop Annexation Areas (2020 and Real \$)

Lathrop
Annexation Area

Fiscal Year Ending	Assessed Value of New Development [1]						Subtotal Nonres.	Total (2020\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
	Low Density Residential	High Density Residential	Subtotal Residential	Retail	Office	Industrial				
	AV per Dwelling Unit \$ 525,000	AV per Dwelling Unit \$ 200,000								
Assumption	AV per Bldg. Sq. Ft.									
	\$ 250			\$ 250						
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 000	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 030	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 061	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 093	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 126	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 159	\$7,956,388
2026	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 194	\$8,195,079
2027	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 230	\$8,440,932
2028	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 267	\$8,694,160
2029	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 305	\$8,954,985
2030	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 344	\$9,223,634
2031	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 384	\$9,500,343
2032	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 426	\$9,785,353
2033	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 469	\$10,078,914
2034	\$0	\$0	\$0	\$6,863,250	\$0	\$0	\$6,863,250	\$6,863,250	1 513	\$10,381,281
2035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 558	\$0
2036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 605	\$0
2037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 653	\$0
2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 702	\$0
2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 754	\$0
2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 806	\$0
2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 860	\$0
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 916	\$0
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 974	\$0
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 033	\$0
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 094	\$0
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 157	\$0
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 221	\$0
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 288	\$0
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 357	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 427	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 500	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 575	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 652	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 732	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 814	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 898	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 985	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 075	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 167	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 262	\$0

av lath ann

Source San Joaquin County, City of Lathrop, LWA, EPS

[1] Calculated as annual projected dwelling units/bldg sq ft multiplied by AV per dwelling unit/bldg sq ft. See Table A-6 for development projections.
[2] Based on a 3 percent annual growth factor

Table A-6
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Incremental Development Projections - Lathrop

Mosdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Incremental Development Projections - Lathrop							
Fiscal Year Ending	Dwelling Units			Existing City			Total
	Single Family Residential	Multifamily Residential	TOTAL	Retail	Office	Industrial	
2020	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-
2022	64	25	89	56,441	37,627	506,107	600,175
2023	128	-	128	112,882	75,255	1,012,213	1,200,350
2024	128	-	128	112,882	75,255	1,012,213	1,200,350
2025	148	-	148	109,455	72,970	1,012,213	1,194,638
2026	148	123	271	101,572	67,715	1,129,683	1,298,970
2027	148	123	271	101,572	67,715	1,129,683	1,298,970
2028	148	123	271	101,572	67,715	1,129,683	1,298,970
2029	148	123	271	101,572	67,715	1,129,683	1,298,970
2030	148	150	298	161,216	107,478	638,423	807,710
2031	148	29	177	130,172	86,782	347,502	616,196
2032	148	29	177	130,172	86,782	347,502	616,196
2033	148	-	148	130,172	86,782	347,502	564,456
2034	144	-	144	130,172	86,782	347,502	564,456
2035	128	-	128	130,172	86,782	347,502	564,456
2036	128	-	128	130,172	86,782	347,502	564,456
2037	128	-	128	130,172	86,782	347,502	564,456
2038	128	-	128	130,172	86,782	347,502	564,456
2039	128	-	128	130,172	86,782	347,502	564,456
2040	128	-	128	130,172	86,782	347,502	564,456
2041	128	-	128	130,172	86,782	347,502	564,456
2042	128	-	128	130,172	86,782	347,502	564,456
2043	128	-	128	130,172	86,782	347,502	564,456
2044	128	-	128	130,172	86,782	347,502	564,456
2045	128	-	128	130,172	86,782	347,502	564,456
2046	128	-	128	130,172	86,782	347,502	564,456
2047	128	-	128	130,172	86,782	347,502	564,456
2048	128	-	128	130,172	86,782	347,502	564,456
2049	128	-	128	130,172	86,782	347,502	564,456
2050	128	-	128	130,172	86,782	347,502	564,456
2051	128	-	128	130,172	86,782	347,502	564,456
2052	128	-	128	130,172	86,782	347,502	564,456
2053	128	-	128	130,172	86,782	347,502	564,456
2054	128	-	128	130,172	86,782	347,502	564,456
2055	128	-	128	130,172	86,782	347,502	564,456
2056	128	-	128	130,172	86,782	347,502	564,456
2057	128	-	128	130,172	86,782	347,502	564,456
2058	128	-	128	130,172	86,782	347,502	564,456
2059	128	-	128	130,172	86,782	347,502	564,456
2060	144	-	144	130,172	86,782	347,502	564,456
Total	5,140	725	5,865	3,225,413	2,150,275	9,885,262	15,260,950

Source: San Joaquin County; City of Lathrop; LWA; EPS.

APPENDIX B:

City of Manteca EIFD Revenue Estimating Tables



Table B-1	Projected Tax Increment to EIFD - Manteca	B-1
Table B-2	Projected Tax Increment to EIFD Manteca Existing City Boundaries	B-2
Table B-3	Projected Tax Increment to EIFD Manteca Annexation Area	B-3
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Table B-1
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca (Real %)

Manteca

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment				Total EIFD
							City [1]	City EIFD [3]	County [1]	County EIFD [3]	
Formula	a	b=a/3.0%	c	d=a+b+c	e	f=e*1.0%	[4]	h=g/28%	[4]	j=28%	h+j
2020	\$1,049,314,999	\$31,479,450	\$0	\$1,080,794,449	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$1,080,794,449	\$32,423,833	\$0	\$1,113,218,282	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$1,113,218,282	\$33,396,548	\$151,004,086	\$1,297,618,916	\$184,400,634	\$1,844,006	\$354,995	\$99,447	\$492,707	\$138,025	\$237,473
2023	\$1,297,618,916	\$38,928,567	\$419,248,389	\$1,755,795,873	\$642,577,591	\$6,425,776	\$975,266	\$273,208	\$1,432,109	\$401,187	\$674,395
2024	\$1,755,795,873	\$52,673,876	\$353,001,957	\$2,161,471,706	\$1,048,253,424	\$10,482,534	\$1,518,390	\$425,357	\$2,269,149	\$635,673	\$1,061,030
2025	\$2,161,471,706	\$64,844,151	\$456,320,958	\$2,682,636,815	\$1,569,418,533	\$15,694,185	\$2,224,446	\$623,150	\$3,337,250	\$934,887	\$1,556,037
2026	\$2,682,636,815	\$80,479,104	\$342,844,017	\$3,105,959,937	\$1,992,741,654	\$19,927,417	\$2,788,342	\$781,118	\$4,213,185	\$1,180,269	\$1,961,387
2027	\$3,105,959,937	\$93,178,798	\$329,928,997	\$3,529,067,732	\$2,415,849,449	\$24,158,494	\$3,349,550	\$938,333	\$5,080,762	\$1,426,111	\$2,364,444
2028	\$3,529,067,732	\$105,872,032	\$330,288,088	\$3,864,355,820	\$2,852,009,569	\$28,520,096	\$3,926,933	\$1,100,079	\$5,986,400	\$1,679,814	\$2,779,893
2029	\$3,864,355,820	\$118,956,836	\$350,804,537	\$4,215,160,357	\$3,321,770,941	\$33,217,709	\$4,549,761	\$636,967	\$6,970,971	\$975,936	\$1,612,902
2030	\$4,215,160,357	\$133,049,677	\$313,082,075	\$4,528,242,432	\$3,767,902,693	\$37,679,027	\$5,136,097	\$719,054	\$7,901,009	\$1,106,141	\$1,825,195
2031	\$4,528,242,432	\$146,433,629	\$312,092,783	\$4,840,335,215	\$4,226,429,105	\$42,264,291	\$5,737,325	\$803,225	\$8,558,101	\$1,240,134	\$2,043,360
2032	\$4,840,335,215	\$160,189,422	\$318,675,333	\$5,159,014,647	\$4,705,293,859	\$47,052,939	\$6,363,039	\$872,674	\$9,230,544	\$887,359	\$1,460,033
2033	\$5,159,014,647	\$174,555,364	\$348,557,750	\$5,507,572,401	\$5,228,406,973	\$52,284,070	\$7,033,253	\$962,993	\$10,965,107	\$986,860	\$1,619,852
2034	\$5,507,572,401	\$190,248,758	\$358,258,187	\$5,865,831,159	\$5,776,913,918	\$57,769,139	\$7,735,521	\$968,197	\$12,124,755	\$1,091,228	\$1,787,425
2035	\$5,865,831,159	\$206,703,966	\$362,641,879	\$6,228,533,038	\$6,266,259,763	\$62,662,598	\$8,348,772	\$1,131,389	\$13,170,869	\$1,185,378	\$1,936,768
2036	\$6,228,533,038	\$221,384,341	\$241,768,389	\$6,470,317,427	\$6,729,412,493	\$67,294,125	\$8,919,947	\$1,233,755	\$14,169,032	\$1,275,213	\$2,078,008
2037	\$6,470,317,427	\$235,278,923	\$185,851,807	\$6,655,169,230	\$7,150,543,224	\$71,505,432	\$9,426,216	\$948,359	\$15,088,011	\$1,357,921	\$2,206,280
2038	\$6,655,169,230	\$247,912,845	\$89,377,736	\$6,745,082,075	\$7,487,833,804	\$74,878,338	\$9,881,790	\$989,361	\$15,780,467	\$1,420,242	\$2,309,603
2039	\$6,745,082,075	\$258,031,563	\$92,059,068	\$6,837,113,643	\$7,837,924,435	\$78,379,244	\$10,354,864	\$931,938	\$16,493,018	\$1,484,912	\$2,416,849
2040	\$6,837,113,643	\$268,534,282	\$83,984,172	\$6,921,107,815	\$8,190,442,889	\$81,904,429	\$10,830,586	\$974,753	\$17,223,101	\$1,550,079	\$2,524,832
2041	\$6,921,107,815	\$279,109,835	\$23,253,682	\$6,944,361,497	\$8,482,806,406	\$84,928,064	\$11,233,755	\$1,011,038	\$17,849,401	\$1,606,356	\$2,617,394
2042	\$6,944,361,497	\$288,180,741	\$23,951,293	\$6,968,312,238	\$8,804,938,439	\$88,049,384	\$11,659,791	\$1,048,501	\$18,493,844	\$1,664,446	\$2,712,947
2043	\$6,968,312,238	\$297,544,702	\$24,669,831	\$7,015,526,771	\$9,127,152,972	\$91,271,530	\$12,079,919	\$1,083,192	\$19,160,075	\$1,723,101	\$2,816,176
2044	\$7,015,526,771	\$307,211,138	\$25,409,926	\$7,040,937,909	\$9,459,774,036	\$94,597,740	\$12,523,519	\$1,123,911	\$19,847,763	\$1,789,911	\$2,916,086
2045	\$7,040,937,909	\$317,188,770	\$26,172,224	\$7,068,126,633	\$9,803,136,030	\$98,031,360	\$12,981,548	\$1,168,266	\$20,557,593	\$1,852,304	\$3,018,390
2046	\$7,068,126,633	\$327,490,629	\$26,957,391	\$7,094,617,062	\$10,157,584,050	\$101,575,841	\$13,454,643	\$1,219,277	\$21,290,277	\$1,918,611	\$3,119,001
2047	\$7,094,617,062	\$338,124,070	\$27,766,113	\$7,122,381,175	\$10,523,474,233	\$105,234,742	\$13,942,985	\$1,268,719	\$22,046,545	\$2,018,862	\$3,219,863
2048	\$7,122,381,175	\$349,100,775	\$28,589,096	\$7,150,980,971	\$10,901,174,104	\$109,011,741	\$14,467,167	\$1,319,887	\$22,827,155	\$2,119,086	\$3,319,949
2049	\$7,150,980,971	\$360,431,772	\$29,457,069	\$7,180,432,742	\$11,291,062,945	\$112,910,629	\$14,967,702	\$1,370,702	\$23,632,885	\$2,220,315	\$3,420,264
2050	\$7,180,432,742	\$372,128,437	\$30,340,781	\$7,210,781,959	\$11,693,532,162	\$116,935,322	\$15,505,116	\$1,422,005	\$24,464,541	\$2,321,953	\$3,522,217
2051	\$7,210,781,959	\$384,202,513	\$31,251,004	\$7,242,033,963	\$12,088,985,680	\$121,088,857	\$16,059,954	\$1,473,311	\$25,298,977	\$2,424,464	\$3,624,435
2052	\$7,242,033,963	\$396,666,119	\$32,188,534	\$7,274,222,507	\$12,537,840,333	\$125,378,403	\$16,632,777	\$1,524,389	\$26,123,499	\$2,526,977	\$3,726,476
2053	\$7,274,222,507	\$409,531,758	\$33,154,190	\$7,307,376,707	\$13,036,058,500	\$130,360,585	\$17,224,766	\$1,576,653	\$27,000,429	\$2,628,977	\$3,828,405
2054	\$7,307,376,707	\$422,812,337	\$34,148,816	\$7,341,525,523	\$13,586,636,804	\$135,866,368	\$17,834,719	\$1,630,423	\$27,935,513	\$2,731,389	\$3,930,902
2055	\$7,341,525,523	\$436,521,172	\$35,049,893	\$7,376,576,696	\$14,150,705,718	\$141,507,718	\$18,460,587	\$1,683,423	\$28,909,042	\$2,834,423	\$4,033,325
2056	\$7,376,576,696	\$450,578,303	\$36,049,893	\$7,412,625,589	\$14,742,332,456	\$147,423,325	\$19,059,410	\$1,736,423	\$29,935,513	\$2,939,042	\$4,135,457
2057	\$7,412,625,589	\$464,095,653	\$0	\$7,412,625,589	\$15,356,950,739	\$153,569,739	\$19,676,198	\$1,787,048	\$30,930,578	\$3,039,578	\$4,236,156
2058	\$7,412,625,589	\$478,018,522	\$0	\$7,412,625,589	\$15,985,000,261	\$159,850,261	\$20,311,489	\$1,838,489	\$31,920,960	\$3,139,960	\$4,336,115
2059	\$7,412,625,589	\$492,358,078	\$0	\$7,412,625,589	\$16,637,358,339	\$166,358,339	\$20,965,839	\$1,890,839	\$32,941,053	\$3,241,053	\$4,437,106
2060	\$7,412,625,589	\$507,129,850	\$0	\$7,412,625,589	\$17,314,488,189	\$173,144,889	\$21,639,820	\$1,943,820	\$33,991,749	\$3,343,820	\$4,538,569
2061	\$7,412,625,589	\$522,343,746	\$0	\$7,412,625,589	\$17,936,831,935	\$179,368,319	\$22,334,020	\$1,997,361	\$35,073,966	\$3,447,361	\$4,640,327

Source: San Joaquin County, City of Manteca, LWA, EPS

- [1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
 [2] See Table B-4 for new AV added to roll from 2021-22 on. It is assumed that the growth in new assessed value will be 3% of the existing assessed value
 [3] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2023 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS
 [4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table B-2 and Table B-3 for more details

Table B-2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Existing City Boundaries (Real \$)

Manteca
Existing City

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	City [1]	City EIFD Allocation [3]	City EIFD	County [1]	County EIFD Allocation [3]	County EIFD	Total EIFD
Formula	a	$b = a \times 3.0\%$	c	$d = a + b + c$	e	$f = e \times 0.8\%$	$g = f \times 30\%$	h	$i = g \times h$	$j = f \times 84\%$	k	$l = j \times k$	$m = i + l$
2020	\$1,049,314,999	\$31,479,450	\$0	\$1,080,794,449	\$0	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0
2021	\$1,080,794,449	\$32,423,833	\$0	\$1,113,218,282	\$0	\$0	\$354,995	28%	\$99,447	\$492,707	28%	\$138,025	\$237,473
2022	\$1,113,218,282	\$33,396,548	\$151,004,086	\$1,297,618,916	\$248,303,917	\$2,483,039	\$945,208	28%	\$264,788	\$1,311,879	28%	\$367,506	\$632,294
2023	\$1,297,618,916	\$38,928,567	\$373,900,219	\$1,710,447,703	\$661,132,704	\$6,611,327	\$1,456,471	28%	\$408,011	\$2,021,475	28%	\$566,290	\$974,301
2024	\$1,710,447,703	\$51,313,431	\$306,293,341	\$2,068,054,475	\$1,018,739,476	\$10,187,395	\$2,128,782	28%	\$596,351	\$2,954,593	28%	\$827,691	\$1,424,041
2025	\$2,068,054,475	\$62,041,634	\$408,211,084	\$2,538,307,193	\$1,488,992,194	\$14,889,922	\$2,656,963	28%	\$744,314	\$3,687,669	28%	\$1,033,053	\$1,777,366
2026	\$2,538,307,193	\$76,149,216	\$933,290,847	\$3,507,747,256	\$1,858,432,257	\$18,584,323	\$3,180,400	28%	\$890,948	\$4,414,161	28%	\$1,236,570	\$2,127,517
2027	\$2,907,747,256	\$87,232,418	\$278,889,231	\$3,273,868,905	\$2,224,553,906	\$22,245,539	\$3,661,511	28%	\$1,041,511	\$5,160,121	28%	\$1,445,541	\$2,487,052
2028	\$3,273,868,905	\$98,216,067	\$271,717,130	\$3,649,802,101	\$2,604,487,102	\$26,044,871	\$4,298,529	14%	\$601,794	\$5,966,042	14%	\$835,246	\$1,437,040
2029	\$3,649,802,101	\$109,494,063	\$296,656,450	\$4,055,952,614	\$3,006,637,615	\$30,066,376	\$4,840,360	14%	\$677,650	\$6,718,064	14%	\$940,529	\$1,618,179
2030	\$4,055,952,614	\$121,678,578	\$257,309,545	\$4,434,940,737	\$3,385,625,738	\$33,856,257	\$5,394,641	14%	\$755,250	\$7,487,364	14%	\$1,048,231	\$1,803,481
2031	\$4,434,940,737	\$133,048,222	\$254,647,077	\$4,822,636,037	\$3,773,321,038	\$37,733,210	\$5,969,439	14%	\$820,996	\$8,285,142	14%	\$1,128,912	\$2,021,522
2032	\$4,822,636,037	\$144,679,081	\$257,367,615	\$5,224,682,733	\$4,175,367,734	\$41,753,677	\$6,572,519	9%	\$591,527	\$9,122,173	9%	\$820,996	\$1,412,522
2033	\$5,224,682,733	\$156,740,482	\$265,088,643	\$5,646,511,857	\$4,597,196,858	\$45,971,969	\$7,203,981	9%	\$648,358	\$9,998,595	9%	\$899,874	\$1,548,232
2034	\$5,646,511,857	\$169,395,356	\$272,285,007	\$6,088,192,221	\$5,038,877,222	\$50,388,772	\$8,235,126	9%	\$741,161	\$11,429,750	9%	\$1,028,677	\$1,769,839
2035	\$6,088,192,221	\$182,645,767	\$194,089,503	\$6,464,927,491	\$5,464,927,491	\$54,649,274	\$9,591,127	9%	\$818,201	\$12,617,816	9%	\$1,081,573	\$1,860,845
2036	\$6,464,927,491	\$193,947,825	\$150,559,442	\$6,809,434,757	\$5,760,119,758	\$57,601,198	\$10,540,482	9%	\$858,643	\$13,241,487	9%	\$1,135,603	\$1,953,805
2037	\$6,809,434,757	\$204,263,043	\$91,906,593	\$7,105,624,393	\$6,056,309,394	\$60,563,094	\$10,760,117	9%	\$899,259	\$13,867,845	9%	\$1,248,106	\$2,050,377
2038	\$7,105,624,393	\$213,168,732	\$89,377,736	\$7,408,170,860	\$6,358,855,861	\$63,588,559	\$11,163,196	9%	\$933,280	\$14,392,486	9%	\$1,295,324	\$2,228,604
2039	\$7,408,170,860	\$222,245,126	\$92,059,068	\$7,722,475,054	\$6,673,160,055	\$66,731,601	\$11,579,426	9%	\$968,411	\$14,934,252	9%	\$1,344,083	\$2,312,493
2040	\$7,722,475,054	\$231,674,252	\$83,984,172	\$8,038,133,478	\$6,988,818,479	\$69,888,185	\$12,009,232	4%	\$463,177	\$15,493,696	4%	\$619,748	\$1,066,276
2041	\$8,038,133,478	\$241,144,004	\$23,253,682	\$8,302,531,164	\$7,253,216,165	\$72,532,162	\$12,453,055	4%	\$480,369	\$16,067,931	4%	\$666,717	\$1,147,087
2042	\$8,302,531,164	\$249,075,935	\$23,951,293	\$8,575,556,392	\$7,526,243,376	\$75,262,434	\$12,911,349	4%	\$498,122	\$17,283,925	4%	\$691,357	\$1,189,479
2043	\$8,575,556,392	\$257,266,752	\$24,669,831	\$8,857,494,975	\$7,808,179,976	\$78,081,800	\$13,384,582	4%	\$516,454	\$17,920,003	4%	\$716,800	\$1,233,254
2044	\$8,857,494,975	\$265,724,849	\$25,409,926	\$9,148,629,751	\$8,099,314,752	\$80,993,148	\$13,873,240	4%	\$535,383	\$18,576,816	4%	\$770,201	\$1,278,456
2045	\$9,148,629,751	\$274,458,893	\$26,172,224	\$9,449,260,867	\$8,361,944,769	\$83,619,448	\$14,336,829	4%	\$555,930	\$19,255,036	4%	\$827,140	\$1,325,131
2046	\$9,449,260,867	\$283,477,826	\$26,957,391	\$9,759,696,084	\$8,639,381,085	\$86,391,481	\$14,898,839	4%	\$575,113	\$19,955,357	4%	\$887,848	\$1,373,327
2047	\$9,759,696,084	\$292,790,883	\$27,665,113	\$10,080,253,079	\$8,930,938,080	\$89,309,381	\$15,436,829	4%	\$595,954	\$20,678,493	4%	\$919,692	\$1,424,800
2048	\$10,080,253,079	\$302,407,592	\$28,599,096	\$10,411,259,768	\$9,210,412,666	\$92,104,211	\$15,992,339	4%	\$619,448	\$21,425,183	4%	\$952,325	\$1,474,800
2049	\$10,411,259,768	\$312,337,793	\$29,457,069	\$10,753,054,629	\$9,503,739,630	\$95,037,396	\$16,565,937	4%	\$639,694	\$22,196,191	4%	\$983,394	\$1,527,541
2050	\$10,753,054,629	\$322,591,639	\$30,340,781	\$11,105,987,049	\$10,066,672,050	\$100,666,721	\$17,153,742	4%	\$662,637	\$22,992,302	4%	\$1,015,394	\$1,582,330
2051	\$11,105,987,049	\$333,179,611	\$31,251,004	\$11,470,417,665	\$11,185,959,483	\$111,859,595	\$17,713,359	4%	\$686,150	\$23,808,132	4%	\$1,048,354	\$1,638,475
2052	\$11,470,417,665	\$344,112,530	\$32,188,534	\$11,846,718,729	\$12,389,739,649	\$123,897,396	\$18,289,766	4%	\$708,534	\$24,584,840	4%	\$1,083,934	\$1,691,928
2053	\$11,846,718,729	\$355,401,562	\$33,154,190	\$12,235,274,482	\$12,792,911,288	\$127,929,113	\$18,883,464	4%	\$731,591	\$25,384,850	4%	\$1,117,271	\$1,746,985
2054	\$12,235,274,482	\$367,058,234	\$34,148,816	\$12,636,481,532	\$13,308,178,077	\$132,081,781	\$19,494,974	4%	\$755,339	\$26,208,859	4%	\$1,153,288	\$1,803,693
2055	\$12,636,481,532	\$379,094,446	\$35,049,893	\$13,047,625,872	\$13,635,902,869	\$136,359,029	\$20,124,828	4%	\$779,799	\$27,057,590	4%	\$1,189,479	\$1,862,103
2056	\$13,047,625,872	\$391,428,776	\$36,025,000	\$13,439,054,648	\$14,076,459,405	\$140,764,594	\$20,773,579	4%	\$804,993	\$27,931,782	4%	\$1,228,604	\$1,922,264
2057	\$13,439,054,648	\$403,171,639	\$37,000,000	\$13,842,226,287	\$14,530,232,637	\$145,302,326		4%	\$830,943	\$28,832,199	4%	\$1,268,832	\$2,000,000
2058	\$13,842,226,287	\$415,266,789	\$38,000,000	\$14,257,493,076									
2059	\$14,257,493,076	\$427,724,792	\$39,000,000	\$14,685,217,868									
2060	\$14,685,217,868	\$440,556,536	\$40,000,000	\$15,125,774,404									
2061	\$15,125,774,404	\$453,773,232	\$41,000,000	\$15,579,547,636									

Source: San Joaquin County, City of Manteca, LWA, EPS

- [1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
- [2] See Table B-4 for new AV added to roll from 2020-21 on. It is assumed that the growth in new assessed value will be 3% of the existing assessed value in 2020-21 prior to the start of the EIFD. It is assumed that the growth in new assessed value will be 3% of the existing assessed value
- [3] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS

Table B-3
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Manteca Annexation Area (Real \$)

Manteca
Annexation Area

Fiscal Year Ending	Beginning Assessed Value [1] Formula	Existing AV Growth b-a/10%	New AV Added to Roll [2] [3] c	Ending AV d=a+b+c	Cumulative Growth in AV starting in 2022 e	Gross Tax Increment f=a*7.0%	City [1] g=f/6.63%	City EIFD Allocation [4] h	City EIFD i=g/h	County [1] j=i/26.31%	County EIFD Allocation [4] k	County EIFD l=j/k	Total EIFD m=i+k
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	28%	\$0	\$0	28%	\$0	\$0
2023	\$0	\$0	\$45,348,171	\$45,348,171	\$45,348,171	\$453,482	\$30,058	28%	\$8,420	\$120,230	28%	\$33,681	\$42,101
2024	\$1,360,445	\$1,360,445	\$46,708,616	\$93,417,231	\$93,417,231	\$934,172	\$61,919	28%	\$17,346	\$247,674	28%	\$69,383	\$86,728
2025	\$2,802,517	\$2,802,517	\$48,109,874	\$144,329,622	\$144,329,622	\$1,443,296	\$131,379	28%	\$26,799	\$369,657	28%	\$107,196	\$133,995
2026	\$4,329,889	\$4,329,889	\$49,553,170	\$198,212,681	\$198,212,681	\$1,982,127	\$169,150	28%	\$36,804	\$525,516	28%	\$147,216	\$184,020
2027	\$5,946,380	\$5,946,380	\$51,039,765	\$255,198,827	\$255,198,827	\$2,551,988	\$209,070	28%	\$47,385	\$676,601	28%	\$189,541	\$236,926
2028	\$7,655,965	\$7,655,965	\$52,570,958	\$315,425,750	\$315,425,750	\$3,154,258	\$251,232	28%	\$58,568	\$836,279	28%	\$234,273	\$292,841
2029	\$9,462,773	\$9,462,773	\$54,148,087	\$379,036,610	\$379,036,610	\$3,790,366	\$295,738	14%	\$55,173	\$1,004,929	14%	\$140,690	\$175,863
2030	\$11,371,098	\$11,371,098	\$55,772,530	\$446,180,238	\$446,180,238	\$4,461,802	\$342,684	14%	\$47,976	\$1,370,737	14%	\$191,903	\$207,015
2031	\$13,385,407	\$13,385,407	\$57,445,706	\$517,011,351	\$517,011,351	\$5,170,114	\$393,601	9%	\$35,424	\$1,574,403	9%	\$141,696	\$239,879
2032	\$15,510,341	\$15,510,341	\$61,307,718	\$593,829,409	\$593,829,409	\$5,938,294	\$460,734	9%	\$41,466	\$1,842,934	9%	\$165,864	\$277,120
2033	\$17,814,882	\$17,814,882	\$63,469,107	\$695,113,398	\$695,113,398	\$6,951,134	\$531,540	9%	\$47,839	\$2,126,160	9%	\$191,354	\$239,193
2034	\$20,853,402	\$20,853,402	\$65,973,180	\$801,939,980	\$801,939,980	\$8,019,400	\$606,180	9%	\$54,556	\$2,424,721	9%	\$216,225	\$272,781
2035	\$24,058,199	\$24,058,199	\$68,552,375	\$914,550,555	\$914,550,555	\$9,145,505	\$684,821	9%	\$61,634	\$2,739,283	9%	\$246,535	\$308,169
2036	\$27,436,517	\$27,436,517	\$91,208,946	\$1,033,196,018	\$1,033,196,018	\$10,331,960	\$767,634	9%	\$69,087	\$3,070,535	9%	\$276,348	\$345,435
2037	\$30,995,881	\$30,995,881	\$93,945,215	\$1,158,137,113	\$1,158,137,113	\$11,581,371	\$894,979	9%	\$77,160	\$3,425,915	9%	\$301,973	\$377,466
2038	\$34,744,113	\$34,744,113	\$0	\$1,192,881,227	\$1,192,881,227	\$11,928,812	\$914,383	9%	\$73,294	\$3,776,371	9%	\$311,032	\$388,790
2039	\$38,786,437	\$38,786,437	\$0	\$1,228,667,663	\$1,228,667,663	\$12,286,677	\$963,979	9%	\$75,493	\$3,559,592	9%	\$320,363	\$400,454
2040	\$43,060,030	\$43,060,030	\$0	\$1,265,527,693	\$1,265,527,693	\$12,655,277	\$989,886	9%	\$77,758	\$3,668,380	9%	\$330,655	\$413,319
2041	\$47,527,693	\$47,527,693	\$0	\$1,303,493,524	\$1,303,493,524	\$13,034,935	\$1,031,636	4%	\$38,697	\$3,889,862	4%	\$151,055	\$188,819
2042	\$52,180,806	\$52,180,806	\$0	\$1,342,598,330	\$1,342,598,330	\$13,425,963	\$1,094,462	4%	\$38,697	\$4,006,352	4%	\$155,586	\$194,483
2043	\$57,027,950	\$57,027,950	\$0	\$1,382,876,280	\$1,382,876,280	\$13,828,763	\$1,161,115	4%	\$41,265	\$4,126,543	4%	\$165,062	\$206,327
2044	\$62,068,288	\$62,068,288	\$0	\$1,424,362,568	\$1,424,362,568	\$14,243,626	\$1,229,296	4%	\$43,778	\$4,250,339	4%	\$170,014	\$212,517
2045	\$67,302,877	\$67,302,877	\$0	\$1,467,093,445	\$1,467,093,445	\$14,670,934	\$1,299,442	4%	\$46,445	\$4,509,185	4%	\$180,367	\$218,892
2046	\$72,724,803	\$72,724,803	\$0	\$1,511,106,248	\$1,511,106,248	\$15,111,062	\$1,371,786	4%	\$49,273	\$4,783,794	4%	\$191,352	\$239,190
2047	\$78,333,187	\$78,333,187	\$0	\$1,556,439,436	\$1,556,439,436	\$15,564,394	\$1,446,051	4%	\$50,751	\$5,075,127	4%	\$203,005	\$246,365
2048	\$84,169,183	\$84,169,183	\$0	\$1,603,132,619	\$1,603,132,619	\$16,031,326	\$1,522,744	4%	\$52,274	\$5,227,381	4%	\$209,095	\$261,369
2049	\$90,239,979	\$90,239,979	\$0	\$1,651,226,598	\$1,651,226,598	\$16,512,266	\$1,600,845	4%	\$53,842	\$5,384,202	4%	\$215,368	\$269,210
2050	\$96,536,798	\$96,536,798	\$0	\$1,700,763,395	\$1,700,763,395	\$17,007,634	\$1,686,838	4%	\$55,457	\$5,545,728	4%	\$221,829	\$277,286
2051	\$103,022,902	\$103,022,902	\$0	\$1,751,786,297	\$1,751,786,297	\$17,517,863	\$1,771,005	4%	\$57,121	\$5,712,100	4%	\$228,484	\$285,605
2052	\$109,753,589	\$109,753,589	\$0	\$1,804,339,886	\$1,804,339,886	\$18,043,399	\$1,846,838	4%	\$58,935	\$5,893,463	4%	\$235,339	\$294,173
2053	\$116,724,451	\$116,724,451	\$0	\$1,858,470,083	\$1,858,470,083	\$18,584,701	\$1,931,992	4%	\$60,500	\$6,059,967	4%	\$242,399	\$302,998
2054	\$123,926,102	\$123,926,102	\$0	\$1,914,224,185	\$1,914,224,185	\$19,142,242	\$1,560,442	4%	\$62,418	\$6,241,766	4%	\$249,671	\$312,088
2055	\$131,371,527	\$131,371,527	\$0	\$1,971,650,911	\$1,971,650,911	\$19,716,509							
2056	\$139,024,013	\$139,024,013	\$0	\$2,030,800,438	\$2,030,800,438	\$20,308,004							
2057	\$146,875,734	\$146,875,734	\$0	\$2,091,724,451	\$2,091,724,451	\$20,917,245							
2058	\$154,926,185	\$154,926,185	\$0	\$2,154,476,185	\$2,154,476,185	\$21,544,762							
2059	\$163,073,314	\$163,073,314	\$0	\$2,219,110,470	\$2,219,110,470	\$22,191,105							
2060	\$171,324,514	\$171,324,514	\$0	\$2,285,683,785	\$2,285,683,785	\$22,856,838							
2061	\$179,675,514	\$179,675,514	\$0	\$2,354,254,298	\$2,354,254,298	\$23,542,543							

Source: San Joaquin County, City of Manteca, LWA, EPS

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs.

[2] See Table B-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs.

[3] In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value. As a conservative assumption, this analysis excludes incremental growth of the existing land value of parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development.

[4] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS.

Table B-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Mantle

Table B-4 Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Assessed Value of New Development - Manteca Existing City (2020 and Real \$)												
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Assessed Value of New Development [1]					Subtotal Nonres.	Total (2020\$)	Escalation Factor [2]	Total with Annual Sales Price Increase
				Retail	Office	Industrial	AV per Bldg, Sq. Ft.					
							\$ 250	\$ 100				
Assumption	AV per Dwelling Unit \$ 500,000	AV per Dwelling Unit \$ 200,000										
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 000	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 030	\$0
2022	\$60,750,000	\$5,000,000	\$65,750,000	\$16,529,467	\$4,132,367	\$55,924,000	\$76,583,533	\$142,335,933	\$142,335,933	\$142,335,933	1 061	\$151,004,086
2023	\$150,500,000	\$26,000,000	\$176,500,000	\$43,058,933	\$10,764,733	\$111,848,000	\$165,671,667	\$342,171,667	\$342,171,667	\$342,171,667	1 093	\$373,900,219
2024	\$98,500,000	\$26,000,000	\$124,500,000	\$43,058,933	\$10,764,733	\$93,814,000	\$147,637,667	\$272,137,667	\$272,137,667	\$272,137,667	1 126	\$306,293,341
2025	\$150,500,000	\$36,800,000	\$187,300,000	\$53,058,933	\$13,264,733	\$98,502,800	\$184,828,467	\$352,126,467	\$352,126,467	\$352,126,467	1 159	\$401,211,084
2026	\$139,000,000	\$21,800,000	\$160,800,000	\$53,058,933	\$13,264,733	\$18,502,800	\$84,828,467	\$245,626,467	\$245,626,467	\$245,626,467	1 194	\$293,290,847
2027	\$141,500,000	\$10,800,000	\$152,300,000	\$55,818,933	\$13,954,733	\$4,688,800	\$66,932,467	\$226,762,467	\$226,762,467	\$226,762,467	1 230	\$278,889,231
2028	\$141,500,000	\$10,800,000	\$152,300,000	\$49,794,933	\$12,448,733	\$4,688,800	\$66,932,467	\$19,232,467	\$19,232,467	\$19,232,467	1 267	\$277,717,130
2029	\$142,500,000	\$10,400,000	\$152,900,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$227,362,467	\$227,362,467	\$227,362,467	1 305	\$296,656,450
2030	\$117,000,000	\$0	\$117,000,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$191,462,467	\$191,462,467	\$191,462,467	1 344	\$257,309,545
2031	\$109,500,000	\$0	\$109,500,000	\$55,818,933	\$13,954,733	\$4,688,800	\$74,462,467	\$183,962,467	\$183,962,467	\$183,962,467	1 384	\$254,647,077
2032	\$109,500,000	\$0	\$109,500,000	\$53,058,933	\$13,954,733	\$4,688,800	\$74,462,467	\$180,512,467	\$180,512,467	\$180,512,467	1 426	\$257,367,615
2033	\$109,500,000	\$0	\$109,500,000	\$53,058,933	\$13,264,733	\$4,688,800	\$71,012,467	\$180,512,467	\$180,512,467	\$180,512,467	1 469	\$265,088,643
2034	\$109,000,000	\$0	\$109,000,000	\$53,058,933	\$13,264,733	\$4,688,800	\$71,012,467	\$180,512,467	\$180,512,467	\$180,512,467	1 513	\$272,285,007
2035	\$58,000,000	\$0	\$58,000,000	\$53,262,933	\$13,315,733	\$0	\$66,578,667	\$124,578,667	\$124,578,667	\$124,578,667	1 558	\$194,089,503
2036	\$40,000,000	\$0	\$40,000,000	\$43,058,933	\$10,764,733	\$0	\$53,823,667	\$93,823,667	\$93,823,667	\$93,823,667	1 605	\$150,559,442
2037	\$40,000,000	\$0	\$40,000,000	\$12,484,000	\$3,121,000	\$0	\$15,605,000	\$55,605,000	\$55,605,000	\$55,605,000	1 653	\$91,906,593
2038	\$40,000,000	\$0	\$40,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$52,500,000	\$52,500,000	\$52,500,000	1 702	\$89,377,756
2039	\$40,000,000	\$0	\$40,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$46,500,000	\$46,500,000	\$46,500,000	1 754	\$92,059,068
2040	\$34,000,000	\$0	\$34,000,000	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	1 806	\$83,984,172
2041	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	1 860	\$23,253,682
2042	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	1 916	\$23,951,293
2043	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	1 974	\$24,669,831
2044	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 033	\$25,409,926
2045	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 094	\$26,172,224
2046	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 157	\$26,957,391
2047	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 221	\$27,766,113
2048	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 286	\$28,599,096
2049	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 357	\$29,457,069
2050	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 427	\$30,340,761
2051	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 500	\$31,251,004
2052	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 575	\$32,186,534
2053	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 652	\$33,154,190
2054	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 732	\$34,148,816
2055	\$0	\$0	\$0	\$10,000,000	\$2,500,000	\$0	\$12,500,000	\$12,500,000	\$12,500,000	\$12,500,000	2 814	\$35,173,893
2056	\$0	\$0	\$0	\$9,112,000	\$2,278,000	\$0	\$11,390,000	\$11,390,000	\$11,390,000	\$11,390,000	2 898	\$36,240,893
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 985	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 075	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 167	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 262	\$0

Source San Joaquin County; City of Manteca, LWA, EPS

[1] Calculated as annual projected dwelling units/bldg sq ft multiplied by AV per dwelling unit/bldg sq ft See Table B-6 for development projections

2] Based on a 3 percent annual growth factor

Prepared by EPS 6/24/2021

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Table B-5 Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Assessed Value of New Development - Manteca Annexation Areas (2020 and Real \$)													
		Manteca Annexation Area											
Fiscal Year Ending	Assessed Value of New Development [1]												
	Low Density Residential	High Density Residential	Subtotal Residential	Retail	Office	Industrial	Subtotal Nonres.	Total (2020\$)	Escalation Factor [2]	Total with Annual Sales Price Increase			
Assumption	AV per Dwelling Unit		AV per Bldg. Sq. Ft.										
	\$ 500,000	\$ 200,000									\$ 250	\$ 100	
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 000	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 030	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 061	\$0
2023	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$45,348,171	\$0	1 093	\$45,348,171
2024	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$46,708,616	\$0	1 126	\$46,708,616
2025	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$48,109,874	\$0	1 159	\$48,109,874
2026	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$49,553,170	\$0	1 194	\$49,553,170
2027	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$51,039,765	\$0	1 230	\$51,039,765
2028	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$52,570,958	\$0	1 267	\$52,570,958
2029	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$54,148,087	\$0	1 305	\$54,148,087
2030	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$55,772,630	\$0	1 344	\$55,772,630
2031	\$41,500,000	\$0	\$41,500,000	\$0	\$0	\$0	\$0	\$41,500,000	\$0	\$57,445,706	\$0	1 384	\$57,445,706
2032	\$43,000,000	\$0	\$43,000,000	\$0	\$0	\$0	\$0	\$43,000,000	\$0	\$61,307,718	\$0	1 426	\$61,307,718
2033	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$56,838,400	\$56,838,400	\$0	\$83,469,107	\$0	1 469	\$83,469,107
2034	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$56,838,400	\$56,838,400	\$0	\$85,973,180	\$0	1 513	\$85,973,180
2035	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$56,838,400	\$56,838,400	\$0	\$88,552,375	\$0	1 558	\$88,552,375
2036	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$56,838,400	\$56,838,400	\$0	\$91,208,946	\$0	1 605	\$91,208,946
2037	\$0	\$0	\$0	\$19,125,000	\$0	\$0	\$56,838,400	\$56,838,400	\$0	\$93,945,215	\$0	1 653	\$93,945,215
2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 702	\$0
2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 754	\$0
2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 806	\$0
2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 860	\$0
2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 916	\$0
2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 974	\$0
2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 033	\$0
2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 094	\$0
2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 157	\$0
2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 221	\$0
2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 288	\$0
2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 357	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 427	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 500	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 575	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 652	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 732	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 814	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 898	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 985	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 075	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 167	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 262	\$0

AV Multiplier

Source: San Joaquin County, City of Manteca, LWA; EPS

[1] Calculated as annual projected dwelling units/bldg. sq. ft. multiplied by AV per dwelling unit/bldg. sq. ft. See Table B-5 for development projections

[2] Based on a 3 percent annual growth factor.

E-31

B-6

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APPENDIX C:

City of Stockton EIFD Revenue Estimating Tables



Table C-1	Projected Tax Increment to EIFD - Stockton	C-1
Table C-2	Projected Tax Increment to EIFD Stockton Existing City Boundaries	C-2
Table C-3	Projected Tax Increment to EIFD Stockton Annexation Area	C-3
Table C-4	Assessed Value of New Development Stockton Existing City	C-4
Table C-5	Assessed Value of New Development Stockton Annexation Areas	C-5
Table C-6	Incremental Development Projections - Stockton	C-6

Table C-1
Mosside Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton (Real \$)

Stockton

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV starting in 2022	Gross Tax Increment	Net Tax Increment			County EIFD [3]	Total EIFD
							City [1]	City [3]	County [1]		
Formula	a	b-a/3.0%	c	d-a+b/c	e	f-a/1.0%	h	h-g/28%	i/h	j-i/28%	h+j
2020	\$1,393,216,589	\$41,796,488	\$0	\$1,435,013,097	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$1,435,013,097	\$43,050,383	\$0	\$1,478,063,480	\$0	\$0	\$0	\$0	\$0	\$0	\$139,330
2022	\$1,478,063,480	\$44,341,905	\$89,201,135	\$1,611,606,530	\$133,543,040	\$1,335,430	\$220,023	\$61,637	\$277,339	\$77,693	\$289,967
2023	\$1,611,606,530	\$48,348,196	\$96,336,178	\$1,756,290,904	\$278,227,414	\$2,782,274	\$448,765	\$125,716	\$586,324	\$162,211	\$406,514
2024	\$1,756,290,904	\$52,688,727	\$59,370,590	\$1,868,350,221	\$390,286,731	\$3,902,867	\$622,208	\$217,911	\$1,051,366	\$294,526	\$512,437
2025	\$1,868,350,221	\$56,050,507	\$45,858,564	\$1,970,259,291	\$492,195,801	\$4,921,958	\$777,873	\$268,494	\$1,306,243	\$385,927	\$634,421
2026	\$1,970,259,291	\$58,107,779	\$58,210,049	\$2,087,577,119	\$609,513,629	\$6,095,136	\$958,437	\$322,850	\$1,594,969	\$446,810	\$769,659
2027	\$2,087,577,119	\$62,627,314	\$67,643,063	\$2,217,847,495	\$739,784,006	\$7,397,840	\$1,152,471	\$361,812	\$1,818,972	\$509,561	\$871,373
2028	\$2,217,847,495	\$66,535,425	\$31,669,252	\$2,316,052,172	\$837,988,682	\$8,379,887	\$1,291,553	\$221,001	\$2,052,245	\$287,314	\$488,315
2029	\$2,316,052,172	\$69,481,565	\$32,619,330	\$2,418,153,067	\$940,089,577	\$9,400,898	\$1,435,721	\$221,921	\$2,295,143	\$321,320	\$543,241
2030	\$2,418,153,067	\$72,544,592	\$33,597,909	\$2,524,295,569	\$1,046,232,079	\$10,462,321	\$1,585,153	\$221,921	\$2,548,032	\$356,725	\$600,329
2031	\$2,524,295,569	\$75,728,867	\$34,605,847	\$2,634,630,282	\$1,156,566,793	\$11,565,668	\$1,740,035	\$243,605	\$2,858,196	\$257,238	\$431,719
2032	\$2,634,630,282	\$79,038,908	\$35,456,196	\$2,772,125,387	\$1,294,061,897	\$12,940,619	\$1,838,683	\$243,605	\$3,102,715	\$297,244	\$499,170
2033	\$2,772,125,387	\$83,163,762	\$118,951,231	\$2,974,240,380	\$1,496,176,890	\$14,961,769	\$2,243,624	\$201,926	\$3,302,715	\$337,832	\$674,402
2034	\$2,974,240,380	\$89,227,211	\$115,270,681	\$3,178,738,272	\$1,700,674,783	\$17,006,748	\$2,550,780	\$229,570	\$3,537,692	\$380,342	\$638,833
2035	\$3,178,738,272	\$95,362,148	\$118,728,802	\$3,392,829,223	\$1,914,765,733	\$19,147,657	\$2,872,123	\$258,491	\$4,226,021	\$424,852	\$713,592
2036	\$3,392,829,223	\$101,784,877	\$122,290,666	\$3,616,904,765	\$2,138,841,275	\$21,388,413	\$3,208,227	\$288,740	\$4,720,576	\$471,444	\$791,816
2037	\$3,616,904,765	\$108,507,143	\$125,959,386	\$3,851,371,294	\$2,373,307,804	\$23,733,078	\$3,559,690	\$321,035	\$5,258,267	\$517,242	\$868,277
2038	\$3,851,371,294	\$115,541,139	\$113,735,297	\$4,080,647,730	\$2,602,864,240	\$26,028,842	\$4,236,761	\$351,035	\$5,747,133	\$562,976	\$944,284
2039	\$4,080,647,730	\$122,419,432	\$105,574,216	\$4,308,641,377	\$2,830,577,887	\$28,305,779	\$4,595,746	\$381,308	\$6,255,287	\$562,976	\$1,027,298
2040	\$4,308,641,377	\$129,259,241	\$120,029,637	\$4,557,930,256	\$3,078,866,766	\$30,788,668	\$5,061,331	\$447,321	\$6,818,677	\$613,681	\$1,113,997
2041	\$4,557,930,256	\$136,737,908	\$123,630,526	\$4,818,298,880	\$3,340,235,200	\$33,402,352	\$5,630,833	\$482,475	\$7,409,506	\$666,676	\$1,204,526
2042	\$4,818,298,880	\$144,548,961	\$132,339,442	\$5,090,187,093	\$3,612,123,603	\$36,121,236	\$6,269,410	\$530,776	\$8,022,793	\$722,051	\$1,296,577
2043	\$5,090,187,093	\$152,705,613	\$132,871,712	\$5,375,764,418	\$3,897,700,928	\$38,977,009	\$6,968,410	\$586,822	\$8,670,548	\$786,822	\$1,383,400
2044	\$5,375,764,418	\$161,272,933	\$50,819,853	\$5,687,857,203	\$4,109,793,713	\$41,097,937	\$7,685,388	\$637,170	\$9,318,211	\$866,328	\$1,469,720
2045	\$5,687,857,203	\$167,635,716	\$52,344,448	\$5,907,837,367	\$4,329,773,877	\$43,297,739	\$8,495,746	\$703,617	\$10,019,386	\$940,615	\$1,555,835
2046	\$5,907,837,367	\$174,235,121	\$53,914,782	\$6,035,987,270	\$4,557,923,780	\$45,579,238	\$9,371,710	\$778,641	\$10,716,258	\$1,011,805	\$1,647,640
2047	\$6,035,987,270	\$181,079,618	\$48,607,357	\$6,265,674,245	\$4,787,610,755	\$47,876,108	\$10,300,838	\$836,634	\$11,421,044	\$1,044,944	\$1,742,584
2048	\$6,265,674,245	\$187,970,227	\$42,898,844	\$6,498,543,116	\$5,018,479,626	\$50,184,796	\$11,269,414	\$903,907	\$12,148,612	\$1,068,981	\$1,849,565
2049	\$6,498,543,116	\$194,896,293	\$44,185,603	\$6,735,625,013	\$5,257,561,523	\$52,575,615	\$12,269,414	\$936,021	\$12,884,642	\$1,091,944	\$1,941,509
2050	\$6,735,625,013	\$202,068,750	\$45,511,171	\$6,983,204,934	\$5,505,141,445	\$55,051,414	\$13,400,519	\$969,914	\$13,648,612	\$1,117,800	\$2,059,309
2051	\$6,983,204,934	\$209,496,148	\$49,157,830	\$7,241,858,912	\$5,763,795,422	\$57,637,954	\$14,589,914	\$1,011,805	\$14,402,233	\$1,148,612	\$2,174,921
2052	\$7,241,858,912	\$217,255,767	\$32,188,534	\$7,491,303,214	\$6,013,239,724	\$60,132,397	\$15,749,914	\$1,044,944	\$15,252,252	\$1,177,800	\$2,292,721
2053	\$7,491,303,214	\$224,739,096	\$33,154,190	\$7,749,196,501	\$6,271,133,011	\$62,711,330	\$16,989,914	\$1,077,800	\$15,948,612	\$1,204,526	\$2,417,247
2054	\$7,749,196,501	\$232,475,895	\$34,148,816	\$8,015,821,212	\$6,537,757,722	\$65,377,577	\$18,269,914	\$1,107,800	\$16,648,612	\$1,233,592	\$2,540,839
2055	\$8,015,821,212	\$240,474,636	\$35,173,281	\$8,291,469,129	\$6,813,405,639	\$68,134,056	\$19,609,914	\$1,138,612	\$17,398,612	\$1,264,526	\$2,676,165
2056	\$8,291,469,129	\$248,744,074	\$36,923,784	\$8,580,136,987	\$7,102,073,497	\$71,020,735	\$21,011,805	\$1,169,944	\$18,148,612	\$1,296,577	\$2,812,742
2057	\$8,580,136,987	\$257,404,110	\$18,657,667	\$8,856,198,763	\$7,378,135,274	\$73,781,353	\$22,335,713	\$1,198,612	\$18,948,612	\$1,328,612	\$2,951,354
2058	\$8,856,198,763	\$265,685,963	\$19,141,102	\$9,141,102,123	\$7,663,036,633	\$76,630,366	\$23,669,914	\$1,228,612	\$19,748,612	\$1,360,612	\$3,091,966
2059	\$9,141,102,123	\$274,233,064	\$19,793,919	\$9,435,129,105	\$7,957,065,616	\$79,570,656	\$25,011,805	\$1,258,612	\$20,548,612	\$1,392,612	\$3,234,578
2060	\$9,435,129,105	\$283,053,873	\$20,387,736	\$9,738,570,715	\$8,260,507,225	\$82,605,072	\$26,335,713	\$1,288,612	\$21,348,612	\$1,424,612	\$3,386,190
2061	\$9,738,570,715	\$292,157,121	\$0	\$10,030,727,836	\$8,552,664,346	\$85,526,643	\$27,669,914	\$1,318,612	\$22,148,612	\$1,456,612	\$3,542,802

Source: San Joaquin County, City of Stockton; LWA, EPS

- [1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
[2] See Table C-4 for new AV added to roll from 2021-22 on. It is assumed that the growth in new assessed value will be 3% of the existing assessed value in 2020-21 prior to the start of the EIFD. It is assumed that the growth in new assessed value will be 3% of the existing assessed value
[3] All fiscal impact analyses prepared in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS.
[4] The City and County tax allocation rates vary between TRAs within the existing City boundaries and the annexation area. See Table C-2 and Table C-3 for more details

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Stockton
Existing City

Table C-2
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Existing City Boundaries (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1]	Existing AV Growth	New AV Added to Roll [2]	Ending AV	Cumulative Growth in AV Starting in 2022	Gross Tax Increment	Net Tax Increment				County EIFD Allocation [3]	County EIFD	Total EIFD
							City [1]	City EIFD Allocation [3]	City EIFD	County [1]			
Formula	a	b=a*3.0%	c	d=a+b+c	e	f=e*1.0%	g=f*16.71%	h	i=g*h	j=f*20.56%	k	l=j*k	m=i+l
2020	\$1,393,216,599	\$41,796,498	\$0	\$1,435,013,097	\$0	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0
2021	\$1,435,013,097	\$43,050,393	\$0	\$1,478,063,490	\$0	\$0	\$0	28%	\$60,965	\$267,749	28%	\$75,006	\$135,971
2022	\$1,478,063,490	\$44,341,905	\$85,885,823	\$1,608,291,217	\$130,227,727	\$1,302,277	\$217,626	28%	\$60,965	\$267,749	28%	\$75,006	\$135,971
2023	\$1,608,291,217	\$48,248,737	\$92,677,091	\$1,739,217,044	\$261,153,555	\$2,611,536	\$436,418	28%	\$167,890	\$737,349	28%	\$206,559	\$374,449
2024	\$1,739,217,044	\$52,176,511	\$45,301,730	\$1,836,695,285	\$358,631,795	\$3,586,318	\$598,318	28%	\$208,370	\$915,129	28%	\$256,361	\$464,731
2025	\$1,836,695,285	\$55,100,859	\$31,367,638	\$1,923,163,782	\$445,100,292	\$4,451,003	\$743,814	28%	\$255,642	\$1,122,743	28%	\$314,522	\$570,164
2026	\$1,923,163,782	\$57,694,913	\$43,284,366	\$2,024,143,091	\$546,079,601	\$5,460,796	\$912,562	28%	\$304,941	\$1,339,255	28%	\$375,175	\$680,116
2027	\$2,024,143,091	\$60,724,293	\$44,582,928	\$2,129,450,311	\$651,386,821	\$6,513,868	\$1,088,542	28%	\$338,554	\$1,486,878	28%	\$416,529	\$755,083
2028	\$2,129,450,311	\$63,883,509	\$7,917,313	\$2,201,251,134	\$723,187,644	\$7,231,876	\$1,202,530	14%	\$186,552	\$1,639,417	14%	\$229,518	\$416,070
2029	\$2,201,251,134	\$66,037,534	\$8,154,832	\$2,275,443,500	\$797,380,010	\$7,973,800	\$1,302,514	14%	\$186,552	\$1,639,417	14%	\$229,518	\$416,070
2030	\$2,275,443,500	\$68,263,305	\$8,399,477	\$2,352,106,282	\$874,042,793	\$8,740,428	\$1,460,826	14%	\$204,488	\$1,797,037	14%	\$251,585	\$456,073
2031	\$2,352,106,282	\$70,563,188	\$8,651,462	\$2,431,320,933	\$953,257,443	\$9,532,574	\$1,593,003	14%	\$204,488	\$1,797,037	14%	\$251,585	\$456,073
2032	\$2,431,320,933	\$72,939,628	\$31,723,180	\$2,535,983,740	\$1,057,920,250	\$10,579,203	\$1,767,906	9%	\$159,112	\$2,175,090	9%	\$274,386	\$497,407
2033	\$2,535,983,740	\$76,079,512	\$91,416,224	\$2,703,479,476	\$1,225,415,986	\$12,254,160	\$2,047,811	9%	\$184,303	\$2,519,462	9%	\$274,386	\$497,407
2034	\$2,703,479,476	\$81,104,384	\$86,909,624	\$2,871,493,485	\$1,393,429,995	\$13,934,300	\$2,328,582	9%	\$209,592	\$2,864,899	9%	\$290,345	\$526,337
2035	\$2,871,493,485	\$86,144,805	\$89,516,913	\$3,047,155,202	\$1,569,091,712	\$15,690,917	\$2,622,133	9%	\$235,972	\$3,226,061	9%	\$324,322	\$587,930
2036	\$3,047,155,202	\$91,414,656	\$92,202,420	\$3,230,772,278	\$1,752,708,788	\$17,527,088	\$2,928,978	9%	\$263,608	\$3,603,578	9%	\$359,830	\$652,298
2037	\$3,230,772,278	\$96,923,168	\$94,968,493	\$3,426,663,939	\$1,944,600,450	\$19,446,004	\$3,249,651	9%	\$292,469	\$3,988,109	9%	\$393,969	\$714,185
2038	\$3,426,663,939	\$102,679,918	\$81,814,677	\$3,607,158,534	\$2,129,095,045	\$21,290,950	\$3,557,963	9%	\$320,217	\$4,377,431	9%	\$427,445	\$774,870
2039	\$3,607,158,534	\$108,214,756	\$72,695,977	\$3,788,069,268	\$2,310,005,778	\$23,100,058	\$3,860,285	9%	\$347,426	\$4,749,384	9%	\$462,328	\$838,107
2040	\$3,788,069,268	\$113,642,078	\$74,876,857	\$3,976,588,202	\$2,498,524,712	\$24,985,247	\$4,175,322	9%	\$375,779	\$5,136,980	9%	\$498,674	\$903,995
2041	\$3,976,588,202	\$119,297,646	\$77,123,162	\$4,173,009,011	\$2,694,945,521	\$26,949,455	\$4,503,564	9%	\$405,321	\$5,540,822	9%	\$536,538	\$972,635
2042	\$4,173,009,011	\$125,190,270	\$79,436,857	\$4,377,636,138	\$2,889,572,648	\$28,995,726	\$4,845,519	9%	\$436,097	\$5,961,536	9%	\$566,538	\$1,027,771
2043	\$4,377,636,138	\$131,329,084	\$81,819,963	\$4,590,785,185	\$3,091,172,185	\$31,127,217	\$5,201,716	4%	\$208,069	\$6,389,772	4%	\$255,991	\$464,080
2044	\$4,590,785,185	\$137,723,556	\$12,704,963	\$4,741,213,704	\$3,263,150,214	\$32,631,502	\$5,453,098	4%	\$218,124	\$6,709,094	4%	\$268,362	\$486,486
2045	\$4,741,213,704	\$142,236,411	\$13,086,112	\$4,896,536,227	\$3,418,472,737	\$34,184,727	\$5,712,661	4%	\$228,506	\$7,028,398	4%	\$281,136	\$509,642
2046	\$4,896,536,227	\$146,996,087	\$13,478,695	\$5,069,911,009	\$3,578,847,519	\$35,788,475	\$5,980,666	4%	\$239,227	\$7,358,129	4%	\$294,325	\$533,552
2047	\$5,069,911,009	\$151,707,330	\$13,883,056	\$5,222,501,395	\$3,744,437,906	\$37,444,379	\$6,257,386	4%	\$250,295	\$7,688,584	4%	\$307,943	\$558,239
2048	\$5,222,501,395	\$156,675,042	\$14,289,548	\$5,393,475,985	\$3,915,412,465	\$39,154,125	\$6,543,104	4%	\$261,724	\$8,050,109	4%	\$332,004	\$583,729
2049	\$5,393,475,985	\$161,804,280	\$14,728,534	\$5,570,008,799	\$4,091,945,309	\$40,919,453	\$6,838,111	4%	\$273,524	\$8,413,061	4%	\$336,522	\$610,047
2050	\$5,570,008,799	\$167,100,264	\$15,170,390	\$5,752,279,454	\$4,244,691,173	\$42,444,612	\$7,142,706	4%	\$285,708	\$8,787,810	4%	\$351,512	\$637,221
2051	\$5,752,279,454	\$172,568,384	\$15,906,825	\$5,942,754,663	\$4,464,691,173	\$44,646,912	\$7,461,012	4%	\$298,440	\$9,179,428	4%	\$367,177	\$665,618
2052	\$5,942,754,663	\$178,282,840	\$0	\$6,121,037,503	\$4,642,973,813	\$46,429,738	\$7,758,943	4%	\$310,358	\$9,545,978	4%	\$381,839	\$692,197
2053	\$6,121,037,503	\$183,631,119	\$0	\$6,304,668,622	\$4,826,604,932	\$48,266,049	\$8,065,812	4%	\$322,632	\$9,923,525	4%	\$396,941	\$719,573
2054	\$6,304,668,622	\$189,140,053	\$0	\$6,493,808,674	\$5,015,744,985	\$50,157,450	\$8,381,886	4%	\$335,275	\$10,312,368	4%	\$412,466	\$747,771
2055	\$6,493,808,674	\$194,814,254	\$0	\$6,688,622,929	\$5,210,559,239	\$52,105,592	\$8,707,443	4%	\$348,298	\$10,712,937	4%	\$428,517	\$776,815
2056	\$6,688,622,929	\$200,658,682	\$0	\$6,889,281,611	\$5,411,217,921	\$54,112,179	\$9,042,767	4%	\$361,711	\$11,125,492	4%	\$445,020	\$806,730
2057	\$6,889,281,611	\$206,678,442	\$0	\$7,095,959,853	\$5,617,896,363	\$56,178,964	\$9,398,151	4%	\$375,526	\$11,550,424	4%	\$462,017	\$837,543
2058	\$7,095,959,853	\$212,878,796	\$0	\$7,308,838,648	\$5,830,775,159	\$58,307,752	\$9,743,896	4%	\$389,756	\$11,988,104	4%	\$479,524	\$869,280
2059	\$7,308,838,648	\$219,265,159	\$0	\$7,528,103,808	\$6,050,040,318	\$60,500,403	\$10,110,313	4%	\$409,509	\$12,436,914	4%	\$497,557	\$901,969
2060	\$7,528,103,808	\$225,943,114	\$0	\$7,753,946,922	\$6,275,883,432	\$62,758,932	\$10,487,723	4%	\$419,509	\$12,903,249	4%	\$516,130	\$935,639
2061	\$7,753,946,922	\$232,618,408	\$0	\$7,986,565,330	\$6,508,501,940	\$65,085,018	\$10,876,455	4%	\$435,058	\$13,381,514	4%	\$535,261	\$970,319

Source: San Joaquin County, City of Stockton, LWA, EPS

U: Stockton

- [1] See Table D-1 for Fiscal Year 2020-21 beginning assessed value
- [2] See Table C-4 for new AV added to roll from 2020-21 on. It is assumed that new AV is added to roll in year after development occurs in 2019-20 and 2020-21 prior to the start of the EIFD. It is assumed that the growth in new assessed value will be 3% of the existing assessed value
- [3] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the Current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS

Table C-3
Mosdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Projected Tax Increment to EIFD - Stockton Annexation Area (Real \$)

Fiscal Year Ending	Beginning Assessed Value [1] <i>a</i>	Existing AV Growth <i>b-a/3.0%</i>	New AV Added to Roll [2] [3] <i>c</i>	Ending AV <i>d-a+b+c</i>	Cumulative Growth in AV Starting in 2022 <i>e</i>	Gross Tax Increment <i>f-e/1.0%</i>	Net Tax Increment				County EIFD <i>lsjth</i>	Total EIFD <i>m+n+l</i>
							City [1] <i>g=1/7.23%</i>	City EIFD Allocation [4] <i>h</i>	City EIFD <i>mgth</i>	County [1] <i>j=1/28.93%</i>		
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$33,153	\$2,398	28%	\$0	\$0	\$0	\$0
2022	\$3,315,313	\$98,459	\$3,315,313	\$3,315,313	\$3,315,313	\$33,153	\$2,398	28%	\$672	\$9,590	\$3,358	\$3,358
2023	\$17,073,859	\$512,216	\$14,068,860	\$17,073,859	\$17,073,859	\$170,739	\$12,348	28%	\$3,459	\$49,391	\$17,295	\$17,295
2024	\$31,654,935	\$949,648	\$14,980,926	\$31,654,935	\$31,654,935	\$316,549	\$22,893	28%	\$6,413	\$91,571	\$32,065	\$32,065
2025	\$47,095,509	\$1,412,865	\$14,925,654	\$47,095,509	\$47,095,509	\$470,955	\$34,059	28%	\$9,541	\$136,237	\$47,705	\$47,705
2026	\$63,434,028	\$1,903,021	\$23,060,135	\$63,434,028	\$63,434,028	\$634,340	\$45,875	28%	\$12,851	\$183,501	\$64,257	\$64,257
2027	\$88,397,184	\$2,651,916	\$23,751,939	\$88,397,184	\$88,397,184	\$883,972	\$63,928	28%	\$17,909	\$255,714	\$89,544	\$89,544
2028	\$114,801,039	\$3,444,031	\$24,464,497	\$114,801,039	\$114,801,039	\$1,148,010	\$83,024	28%	\$23,258	\$332,095	\$116,290	\$116,290
2029	\$142,709,567	\$4,281,287	\$25,198,432	\$142,709,567	\$142,709,567	\$1,427,096	\$103,207	28%	\$23,258	\$332,095	\$116,290	\$116,290
2030	\$172,189,286	\$5,165,679	\$25,954,385	\$172,189,286	\$172,189,286	\$1,721,893	\$124,527	14%	\$17,434	\$412,828	\$172,245	\$172,245
2031	\$203,309,350	\$6,099,280	\$26,733,017	\$203,309,350	\$203,309,350	\$2,033,093	\$147,033	14%	\$17,434	\$498,106	\$172,245	\$172,245
2032	\$236,141,647	\$7,084,249	\$27,535,007	\$236,141,647	\$236,141,647	\$2,361,416	\$170,777	9%	\$15,370	\$588,130	\$172,245	\$172,245
2033	\$270,760,903	\$8,122,827	\$28,361,057	\$270,760,903	\$270,760,903	\$2,707,609	\$195,813	9%	\$15,370	\$683,107	\$172,245	\$172,245
2034	\$307,244,788	\$9,217,344	\$29,211,889	\$307,244,788	\$307,244,788	\$3,072,448	\$222,198	9%	\$17,623	\$783,253	\$179,991	\$179,991
2035	\$345,674,021	\$10,370,221	\$30,088,246	\$345,674,021	\$345,674,021	\$3,456,740	\$248,990	9%	\$22,499	\$999,960	\$179,991	\$179,991
2036	\$386,132,487	\$11,583,975	\$30,990,893	\$386,132,487	\$386,132,487	\$3,861,325	\$279,249	9%	\$25,132	\$1,126,198	\$179,991	\$179,991
2037	\$428,707,355	\$12,861,221	\$31,920,620	\$428,707,355	\$428,707,355	\$4,287,074	\$310,039	9%	\$27,904	\$1,240,158	\$179,991	\$179,991
2038	\$473,489,195	\$14,204,676	\$32,878,238	\$473,489,195	\$473,489,195	\$4,734,892	\$342,426	9%	\$30,818	\$1,369,702	\$179,991	\$179,991
2039	\$520,572,110	\$15,617,163	\$45,152,781	\$520,572,110	\$520,572,110	\$5,205,721	\$378,476	9%	\$33,883	\$1,505,903	\$179,991	\$179,991
2040	\$561,342,054	\$17,440,262	\$46,507,364	\$561,342,054	\$561,342,054	\$5,613,421	\$420,424	9%	\$37,838	\$1,681,697	\$179,991	\$179,991
2041	\$604,259,680	\$19,358,690	\$47,902,585	\$604,259,680	\$604,259,680	\$6,042,897	\$466,671	9%	\$42,000	\$1,866,684	\$179,991	\$179,991
2042	\$645,280,680	\$21,376,529	\$49,359,377	\$645,280,680	\$645,280,680	\$6,452,955	\$515,314	9%	\$46,378	\$2,061,256	\$179,991	\$179,991
2043	\$684,979,233	\$23,549,377	\$50,811,749	\$684,979,233	\$684,979,233	\$6,849,792	\$567,694	4%	\$22,708	\$2,249,776	\$179,991	\$179,991
2044	\$724,550,955	\$25,999,305	\$52,361,054	\$724,550,955	\$724,550,955	\$7,245,510	\$612,289	4%	\$24,492	\$2,449,157	\$179,991	\$179,991
2045	\$764,979,233	\$28,549,377	\$53,999,305	\$764,979,233	\$764,979,233	\$7,649,792	\$659,064	4%	\$26,362	\$2,636,198	\$179,991	\$179,991
2046	\$804,979,233	\$31,107,977	\$55,604,086	\$804,979,233	\$804,979,233	\$8,049,792	\$707,673	4%	\$28,323	\$2,832,256	\$179,991	\$179,991
2047	\$844,979,233	\$33,728,288	\$57,288,288	\$844,979,233	\$844,979,233	\$8,449,792	\$754,418	4%	\$30,177	\$3,017,674	\$179,991	\$179,991
2048	\$884,979,233	\$36,353,842	\$59,022,127	\$884,979,233	\$884,979,233	\$8,849,792	\$802,000	4%	\$31,909	\$3,190,935	\$179,991	\$179,991
2049	\$924,979,233	\$38,949,377	\$60,811,749	\$924,979,233	\$924,979,233	\$9,249,792	\$849,935	4%	\$33,719	\$3,371,876	\$179,991	\$179,991
2050	\$964,979,233	\$41,599,305	\$62,604,086	\$964,979,233	\$964,979,233	\$9,649,792	\$897,674	4%	\$35,608	\$3,560,802	\$179,991	\$179,991
2051	\$1,004,979,233	\$44,304,086	\$64,404,086	\$1,004,979,233	\$1,004,979,233	\$10,049,792	\$946,935	4%	\$37,507	\$3,758,028	\$179,991	\$179,991
2052	\$1,044,979,233	\$47,059,305	\$66,211,749	\$1,044,979,233	\$1,044,979,233	\$10,449,792	\$996,971	4%	\$39,639	\$3,963,884	\$179,991	\$179,991
2053	\$1,084,979,233	\$49,864,086	\$68,022,127	\$1,084,979,233	\$1,084,979,233	\$10,849,792	\$1,046,677	4%	\$41,787	\$4,178,708	\$179,991	\$179,991
2054	\$1,124,979,233	\$52,719,305	\$69,833,842	\$1,124,979,233	\$1,124,979,233	\$11,249,792	\$1,096,677	4%	\$44,029	\$4,402,854	\$179,991	\$179,991
2055	\$1,164,979,233	\$55,624,086	\$71,643,086	\$1,164,979,233	\$1,164,979,233	\$11,649,792	\$1,146,677	4%	\$46,367	\$4,636,689	\$179,991	\$179,991
2056	\$1,204,979,233	\$58,579,305	\$73,452,884	\$1,204,979,233	\$1,204,979,233	\$12,049,792	\$1,196,677	4%	\$48,705	\$4,861,501	\$179,991	\$179,991
2057	\$1,244,979,233	\$61,534,086	\$75,262,127	\$1,244,979,233	\$1,244,979,233	\$12,449,792	\$1,246,677	4%	\$51,043	\$5,086,321	\$179,991	\$179,991
2058	\$1,284,979,233	\$64,539,305	\$77,071,749	\$1,284,979,233	\$1,284,979,233	\$12,849,792	\$1,296,677	4%	\$53,381	\$5,311,141	\$179,991	\$179,991
2059	\$1,324,979,233	\$67,594,086	\$78,881,000	\$1,324,979,233	\$1,324,979,233	\$13,249,792	\$1,346,677	4%	\$55,719	\$5,536,000	\$179,991	\$179,991
2060	\$1,364,979,233	\$70,649,305	\$80,690,249	\$1,364,979,233	\$1,364,979,233	\$13,649,792	\$1,396,677	4%	\$58,057	\$5,760,859	\$179,991	\$179,991
2061	\$1,404,979,233	\$73,704,086	\$82,500,498	\$1,404,979,233	\$1,404,979,233	\$14,049,792	\$1,446,677	4%	\$60,395	\$5,985,718	\$179,991	\$179,991

Source: San Joaquin County, City of Stockton, LWA, EPS

[1] Prior to annexation of the annexation area to the City, the City receives no property tax revenue for these TRAs

[2] See Table C-5 for new AV added to roll from 2021-22 on. It is assumed that new AV is added to roll in year after development occurs

[3] In 2020-21 prior to the start of the EIFD, it is assumed that the growth in new assessed value will be 3% of the existing assessed value

[4] As a conservative assumption, this analysis excludes incremental growth of the existing land value or parcels annexed into the City until the time that the parcel develops. The growth of existing value for these parcels will be included in the EIFD and a method for estimating incremental AV growth/revenue to the EIFD will be determined at the time of EIFD formation. Refer to Table D-2 for the anticipated value of parcels annexed into the City in the first year of development

[5] All fiscal impact analysis assumptions in this analysis, including assessed values, property tax allocations, and property tax revenues for each jurisdiction, are derived from fiscal impact analyses prepared in 2021 and based on Fiscal Year (FY) 2020-21 budgets, current 2020 market-based assumptions, and the current Project boundary identified in 2019. In contrast, this analysis uses a total EIFD funding goal of \$6 million in 2029 and corresponding EIFD increment allocations of 28% in the initial years of the EIFD and 14% beginning in FY 2029-30 and stepping down thereafter. These are on information included in the June 2021 Financing Plan Implementation report, prepared by LWA and EPS

Table C-4
Mosdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Existing City (2020 and Real \$)

Mossdale Tract Infrastructure Finance Plan EIFD Revenue Analysis Assessed Value of New Development - Stockton Existing City (2020 and Real \$)														
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Assessed Value of New Development (1)					Industrial	Subtotal Nonres.	Total (2020\$)	Escalation Factor [2]	Total with Annual Sales Price Increase	
				Retail	Office	AV per Bldg, Sq. Ft.								
				\$ 250	\$ 250	\$ 250	\$ 100							
Assumption	\$ 425,000	\$ 200,000												
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 000	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1 030	\$0	\$0
2022	\$17,000,000	\$15,000,000	\$32,000,000	\$34,268,938	\$14,686,688	\$14,686,688	\$14,686,688	\$0	\$48,955,625	\$80,955,625	\$80,955,625	1 061	\$85,885,823	\$85,885,823
2023	\$34,000,000	\$0	\$34,000,000	\$29,162,875	\$12,498,375	\$12,498,375	\$12,498,375	\$0	\$47,661,250	\$75,661,250	\$75,661,250	1 093	\$82,677,091	\$82,677,091
2024	\$34,000,000	\$0	\$34,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$40,250,000	\$40,250,000	1 126	\$45,301,730	\$45,301,730
2025	\$20,808,000	\$0	\$20,808,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$27,058,000	\$27,058,000	1 159	\$31,367,638	\$31,367,638
2026	\$0	\$30,000,000	\$30,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$36,250,000	\$36,250,000	1 194	\$43,284,396	\$43,284,396
2027	\$0	\$30,000,000	\$30,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$36,250,000	\$36,250,000	1 230	\$44,582,928	\$44,582,928
2028	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	1 267	\$7,917,313	\$7,917,313
2029	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	1 305	\$8,154,832	\$8,154,832
2030	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	1 344	\$8,399,477	\$8,399,477
2031	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	1 384	\$8,651,462	\$8,651,462
2032	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$22,250,000	\$22,250,000	1 426	\$31,723,180	\$31,723,180
2033	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$40,000,000	\$46,250,000	\$62,250,000	\$62,250,000	1 469	\$91,416,224	\$91,416,224
2034	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$57,457,500	\$57,457,500	1 513	\$86,909,624	\$86,909,624
2035	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$57,457,500	\$57,457,500	1 558	\$89,516,913	\$89,516,913
2036	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$57,457,500	\$57,457,500	1 605	\$92,202,420	\$92,202,420
2037	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$57,457,500	\$57,457,500	1 653	\$94,968,493	\$94,968,493
2038	\$0	\$16,000,000	\$16,000,000	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$57,457,500	\$57,457,500	1 702	\$81,814,677	\$81,814,677
2039	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$48,057,500	\$48,057,500	1 754	\$72,695,977	\$72,695,977
2040	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$41,457,500	\$41,457,500	1 754	\$72,695,977	\$72,695,977
2041	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$41,457,500	\$41,457,500	1 806	\$74,876,857	\$74,876,857
2042	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$41,457,500	\$41,457,500	1 860	\$77,123,162	\$77,123,162
2043	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$41,457,500	\$41,457,500	1 916	\$79,436,857	\$79,436,857
2044	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$35,207,500	\$41,457,500	\$41,457,500	\$41,457,500	1 974	\$81,819,963	\$81,819,963
2045	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 033	\$12,704,963	\$12,704,963
2046	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 094	\$13,086,112	\$13,086,112
2047	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 157	\$13,478,695	\$13,478,695
2048	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 221	\$13,883,056	\$13,883,056
2049	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 288	\$14,299,548	\$14,299,548
2050	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 357	\$14,728,534	\$14,728,534
2051	\$0	\$0	\$0	\$4,375,000	\$1,875,000	\$1,875,000	\$1,875,000	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 427	\$15,170,390	\$15,170,390
2052	\$0	\$0	\$0	\$5,013,750	\$2,148,750	\$2,148,750	\$2,148,750	\$0	\$6,250,000	\$6,250,000	\$6,250,000	2 500	\$17,906,825	\$17,906,825
2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 575	\$0	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 652	\$0	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 732	\$0	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 814	\$0	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 898	\$0	\$0
2058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	2 985	\$0	\$0
2059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 075	\$0	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 167	\$0	\$0
2060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3 262	\$0	\$0

Source: San Joaquin County; City of Stockton; LWA, EPS

[1] Calculated as annual projected dwelling units/bldg sq ft multiplied by AV per dwelling unit/bldg sq ft. See Table C-6 for development projections
[2] Based on a 3 percent annual growth factor

Table C-5
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Assessed Value of New Development - Stockton Annexation Areas (2020 and Real \$)

Assessed Value of New Development [1]														Stockton Annexation Area			
Fiscal Year Ending	Single Family Low Density	Multifamily	Subtotal Residential	Retail	Office	Industrial	Subtotal Nonres.	Total (2020\$)	Escalation Factor [2]	Total with Annual Sales Price Increase	Assessed Value of New Development [1]						
											AV per Dwelling Unit				AV per Bldg. Sq. Ft.		
											\$ 425,000	\$ 200,000			\$ 250	\$ 250	\$ 100
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.000	\$0	\$0	\$0	\$0				
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1.030	\$0	\$0	\$0	\$0				
2022	\$0	\$0	\$0	\$3,125,000	\$0	\$0	\$3,125,000	\$3,125,000	1.061	\$3,315,313	\$3,315,313	\$3,315,313	\$3,315,313				
2023	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	1.093	\$13,659,088	\$13,659,088	\$13,659,088	\$13,659,088				
2024	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	1.126	\$14,068,860	\$14,068,860	\$14,068,860	\$14,068,860				
2025	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	1.159	\$14,490,926	\$14,490,926	\$14,490,926	\$14,490,926				
2026	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	1.194	\$14,925,654	\$14,925,654	\$14,925,654	\$14,925,654				
2027	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.230	\$23,060,135	\$23,060,135	\$23,060,135	\$23,060,135				
2028	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.267	\$23,751,939	\$23,751,939	\$23,751,939	\$23,751,939				
2029	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.305	\$24,464,497	\$24,464,497	\$24,464,497	\$24,464,497				
2030	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.344	\$25,198,432	\$25,198,432	\$25,198,432	\$25,198,432				
2031	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.384	\$25,954,385	\$25,954,385	\$25,954,385	\$25,954,385				
2032	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.426	\$26,733,017	\$26,733,017	\$26,733,017	\$26,733,017				
2033	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.469	\$27,535,007	\$27,535,007	\$27,535,007	\$27,535,007				
2034	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.513	\$28,361,057	\$28,361,057	\$28,361,057	\$28,361,057				
2035	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.558	\$29,211,889	\$29,211,889	\$29,211,889	\$29,211,889				
2036	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.605	\$30,088,246	\$30,088,246	\$30,088,246	\$30,088,246				
2037	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.653	\$30,990,893	\$30,990,893	\$30,990,893	\$30,990,893				
2038	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.702	\$31,920,620	\$31,920,620	\$31,920,620	\$31,920,620				
2039	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	1.754	\$32,878,238	\$32,878,238	\$32,878,238	\$32,878,238				
2040	\$0	\$0	\$0	\$25,000,000	\$0	\$0	\$25,000,000	\$25,000,000	1.806	\$45,152,781	\$45,152,781	\$45,152,781	\$45,152,781				
2041	\$0	\$0	\$0	\$25,000,000	\$0	\$0	\$25,000,000	\$25,000,000	1.860	\$46,507,364	\$46,507,364	\$46,507,364	\$46,507,364				
2042	\$0	\$0	\$0	\$25,000,000	\$0	\$0	\$25,000,000	\$25,000,000	1.916	\$47,902,585	\$47,902,585	\$47,902,585	\$47,902,585				
2043	\$0	\$0	\$0	\$25,867,500	\$0	\$0	\$25,867,500	\$25,867,500	1.974	\$51,051,749	\$51,051,749	\$51,051,749	\$51,051,749				
2044	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	2.033	\$38,114,889	\$38,114,889	\$38,114,889	\$38,114,889				
2045	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	2.094	\$39,258,336	\$39,258,336	\$39,258,336	\$39,258,336				
2046	\$0	\$0	\$0	\$18,750,000	\$0	\$0	\$18,750,000	\$18,750,000	2.157	\$40,436,086	\$40,436,086	\$40,436,086	\$40,436,086				
2047	\$0	\$0	\$0	\$15,632,500	\$0	\$0	\$15,632,500	\$15,632,500	2.221	\$34,724,300	\$34,724,300	\$34,724,300	\$34,724,300				
2048	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.288	\$28,599,096	\$28,599,096	\$28,599,096	\$28,599,096				
2049	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.357	\$29,457,069	\$29,457,069	\$29,457,069	\$29,457,069				
2050	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.427	\$30,340,781	\$30,340,781	\$30,340,781	\$30,340,781				
2051	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.500	\$31,251,004	\$31,251,004	\$31,251,004	\$31,251,004				
2052	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.575	\$32,188,534	\$32,188,534	\$32,188,534	\$32,188,534				
2053	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.652	\$33,154,190	\$33,154,190	\$33,154,190	\$33,154,190				
2054	\$0	\$0	\$0	\$12,500,000	\$0	\$0	\$12,500,000	\$12,500,000	2.732	\$34,148,816	\$34,148,816	\$34,148,816	\$34,148,816				
2055	\$0	\$0	\$0	\$13,775,000	\$0	\$0	\$13,775,000	\$13,775,000	2.814	\$35,173,281	\$35,173,281	\$35,173,281	\$35,173,281				
2056	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$6,250,000	\$6,250,000	2.898	\$39,923,784	\$39,923,784	\$39,923,784	\$39,923,784				
2057	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$6,250,000	\$6,250,000	2.985	\$18,657,667	\$18,657,667	\$18,657,667	\$18,657,667				
2058	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$6,250,000	\$6,250,000	3.075	\$19,217,397	\$19,217,397	\$19,217,397	\$19,217,397				
2059	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$6,250,000	\$6,250,000	3.167	\$19,793,919	\$19,793,919	\$19,793,919	\$19,793,919				
2060	\$0	\$0	\$0	\$6,250,000	\$0	\$0	\$6,250,000	\$6,250,000	3.262	\$20,387,736	\$20,387,736	\$20,387,736	\$20,387,736				

Source: San Joaquin County, City of Stockton, LWA, EPS.

[1] Calculated as annual projected dwelling units/bldg sq. ft. multiplied by AV per dwelling unit/bldg sq. ft. See Table C-6 for development projections.
[2] Based on a 3 percent annual growth factor

Table C-6
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Incremental Development Projections - Stockton

Stockton

Fiscal Year Ending	Existing City				Building Square Feet				Annexation Area			
	Dwelling Units				Building Square Feet				Dwelling Units			
	Single Family Residential	Multifamily Residential	TOTAL		Retail	Office	Industrial	Total	Single Family Residential	Multifamily Residential	TOTAL	
2020	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2022	40	75	115	137,076	58,747	-	-	195,823	-	-	-	12,500
2023	80	-	80	116,652	49,994	-	-	166,645	-	-	-	50,000
2024	80	-	80	17,500	7,500	-	-	25,000	-	-	-	50,000
2025	49	-	49	17,500	7,500	-	-	25,000	-	-	-	50,000
2026	-	150	150	17,500	7,500	-	-	25,000	-	-	-	50,000
2027	-	150	150	17,500	7,500	-	-	25,000	-	-	-	50,000
2028	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2029	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2030	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2031	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2032	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2033	-	80	80	17,500	7,500	-	-	25,000	-	-	-	75,000
2034	-	80	80	17,500	7,500	-	400,000	425,000	-	-	-	75,000
2035	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2036	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2037	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2038	-	80	80	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2039	-	33	33	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2040	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	75,000
2041	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	100,000
2042	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	100,000
2043	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	100,000
2044	-	-	-	17,500	7,500	-	352,075	377,075	-	-	-	103,470
2045	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2046	-	-	-	17,500	7,500	-	-	25,000	-	-	-	75,000
2047	-	-	-	17,500	7,500	-	-	25,000	-	-	-	62,530
2048	-	-	-	17,500	7,500	-	-	25,000	-	-	-	50,000
2049	-	-	-	17,500	7,500	-	-	25,000	-	-	-	50,000
2050	-	-	-	17,500	7,500	-	-	25,000	-	-	-	50,000
2051	-	-	-	20,055	8,595	-	-	28,650	-	-	-	50,000
2052	-	-	-	-	-	-	-	-	-	-	-	50,000
2053	-	-	-	-	-	-	-	-	-	-	-	50,000
2054	-	-	-	-	-	-	-	-	-	-	-	50,000
2055	-	-	-	-	-	-	-	-	-	-	-	50,000
2056	-	-	-	-	-	-	-	-	-	-	-	55,100
2057	-	-	-	-	-	-	-	-	-	-	-	25,000
2058	-	-	-	-	-	-	-	-	-	-	-	25,000
2059	-	-	-	-	-	-	-	-	-	-	-	25,000
2060	-	-	-	-	-	-	-	-	-	-	-	25,000
Total	249	888	1,137	746,282	319,835	-	3,920,750	4,986,868	2,433,600	-	-	2,433,600

Source: San Joaquin County; City of Stockton; LWA; EPS.

div \$1



APPENDIX D:
Supporting Tables for
EIFD Revenue Analysis

Table D-1	Existing Land Use Assessed Value	D-1
Table D-2	Estimated Annexation Assessed Value	D-2
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Table D-1
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Existing Land Use Assessed Value (2020\$)

Land Use	FY 2020-21 Assessed Value [1]		
	Existing Land Value	Existing Land Improvement Value	Total Existing Assessed Value
City of Lathrop	\$809,546,180	\$2,380,385,113	\$3,189,931,293
City of Manteca	\$331,548,841	\$717,766,158	\$1,049,314,999
City of Stockton	\$406,036,852	\$987,179,747	\$1,393,216,599
Unincorporated County [2]			
Lathrop Annexation Area	\$32,967,236	\$19,300,492	\$52,267,728
Manteca Annexation Area	\$6,897,128	\$7,918,291	\$14,815,419
Stockton Annexation Area	\$87,605,502	\$112,107,786	\$199,713,288
Total Unincorporated County	\$127,469,866	\$139,326,569	\$266,796,435

Source: San Joaquin County; City of Manteca; City of Lathrop; City of Stockton; LWA; EPS.
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[1] Includes FY 2020-21 total assessed value for parcels by jurisdiction, as provided by the County Auditor-Controller. The identified parcels are contained within the Project boundary and may not align with Tax Rate Area (TRA) boundaries. Details regarding implementing the tax increment allocation by jurisdiction will be determined at the time of EIFD formation.

[2] Reflects the FY 2020-21 total assessed value for parcels that are located within the unincorporated county, as provided by the County Auditor-Controller. These parcels are anticipated to be developed between 2021-2060 and annex to a proximate jurisdiction.

Table D-2
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Estimated Annexation Assessed Value (2020 and Real \$)

Jurisdiction / Project	Estimated Timing of Annexation (Fiscal Year Ending) [1]	Escalated Assessed Value of Annexed Parcels (2020\$) [2]	Escalation Factor [3]	Escalated Assessed Value of Annexed Parcels (Real \$)
City of Stockton	2022	\$199,713,288	1.06	\$211,875,827
City of Manteca	2023	\$14,815,419	1.09	\$16,189,208
City of Lathrop	2025	\$52,267,728	1.16	\$60,592,622

Source: LWA; EPS.

- [1] It is assumed that the full project acreage will be annexed into the City on the initial year of development for each project.
- [2] Represents the loss of assessed value to the unincorporated San Joaquin County. Potential revenue from the newly developed TRAs within the City is calculated in the potential revenue from each jurisdiction. Refer to Table D-1 for details.
- [3] Assumes a 3 percent annual escalation factor.

Table D-3
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Gross Property Tax Revenue and Tax Allocation Percentages - Fiscal Year 2020-21

TRA [1]	2020-21 Gross Property Tax Revenue			Tax Allocation Percentage	
	City	County	Total	City	County
Lathrop					
TRA: 007-000	\$82,442	\$123,718	\$678,334	12.15%	18.24%
TRA: 007-007	\$289,047	\$328,940	\$2,318,678	12.47%	14.19%
TRA: 007-008	\$467	\$606	\$3,950	11.82%	15.34%
TRA: 007-012	\$39,102	\$56,018	\$313,134	12.49%	17.89%
TRA: 007-013	\$119,036	\$106,303	\$661,636	17.99%	16.07%
TRA: 007-014	\$1,063,665	\$1,906,379	\$9,853,335	10.79%	19.35%
TRA: 007-022	\$85,551	\$121,875	\$689,323	12.41%	17.68%
TRA: 007-029	\$4,350	\$5,426	\$37,038	11.75%	14.65%
TRA: 007-041	\$88,366	\$98,436	\$578,696	15.27%	17.01%
TRA: 007-043	\$288,792	\$374,305	\$2,209,023	13.07%	16.94%
TRA: 007-046	\$989,152	\$916,810	\$5,653,075	17.50%	16.22%
TRA: 007-047	\$7,017	\$9,995	\$56,190	12.49%	17.79%
TRA: 007-048	\$189,204	\$169,785	\$1,065,719	17.75%	15.93%
TRA: 007-071	\$802,914	\$1,114,693	\$6,188,351	12.97%	18.01%
TRA: 007-074	\$5,570	\$21,061	\$102,361	5.44%	20.58%
TRA: 007-091	\$181,972	\$1,637,751	\$6,961,184	2.61%	23.53%
TRA: 007-092	\$21,321	\$85,283	\$414,996	5.14%	20.55%
TRA: 007-093	\$272	\$1,090	\$5,930	4.59%	18.38%
TRA: 007-095	\$0	\$34,298	\$129,149	0.00%	26.56%
Total Lathrop	\$4,258,238	\$7,112,774	\$37,920,102	11.23%	18.76%
Manteca					
TRAs [2]					
TRA: 002-000	\$6,133,116	\$8,411,167	\$42,568,079	14.41%	19.76%
TRA: 002-060	\$111,410	\$165,849	\$836,788	13.31%	19.82%
TRA: 002-063	\$193,705	\$335,544	\$1,515,697	12.78%	22.14%
TRA: 002-088	\$172,456	\$262,585	\$1,318,366	13.08%	19.92%
Subtotal	\$6,610,686	\$9,175,146	\$46,238,929	14.30%	19.84%
Total Manteca	\$6,610,686	\$9,175,146	\$46,238,929		
Stockton					
TRA: 003-159	\$136,444	\$161,150	\$799,722	17.06%	20.15%
TRA: 003-238	\$2,038,727	\$2,411,802	\$11,974,116	17.03%	20.14%
TRA: 003-240	\$123,480	\$168,345	\$720,887	17.13%	23.35%
TRA: 003-289	\$96,770	\$113,258	\$564,075	17.16%	20.08%
TRA: 003-312	\$6,487	\$11,238	\$46,985	13.81%	23.92%
TRA: 003-455	\$5,051	\$20,203	\$89,318	5.65%	22.62%
TRA: 003-463	\$25,521	\$100,124	\$333,024	7.66%	30.07%
TRA: 003-464	-\$179	-\$212	-\$1,045	17.15%	20.25%
TRA: 003-479	\$0	\$0	\$0	0.00%	0.00%
TRA: 003-481	\$2,383	\$9,531	\$42,136	5.65%	22.62%
Total Stockton	\$2,434,684	\$2,995,439	\$14,569,218	16.71%	20.56%
TOTAL	\$13,303,608	\$19,283,358	\$98,728,249		

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Source: San Joaquin County Assessor; San Joaquin County Auditor-Controller; EPS.

- [1] For each city, includes all TRAs in the existing city boundary within the Mossdale Tract boundary. This differs from the allocations used in the individual City fiscal impact analyses because those analyses include only the allocation for TRAs with anticipated development.
- [2] City of Manteca TRA's reflect only those TRAs within the Mossdale Tract boundary that are not included in a redevelopment area.

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Table D-4
Mossdale Tract Infrastructure Finance Plan
EIFD Revenue Analysis
Preliminary Property Tax Allocations - City of Lathrop Annexation Area

City of
Lathrop

Tax Code	Entity	Existing Tax Rate Area (TRA) Post-ERAF		Adjusted Existing Base Revenue [1]		Property Tax Sharing Agreement [2]	Post Annexation Average	
		102-100	102-121	102-100	102-121		Base Revenue	Post-ERAF Distribution
Formula								
		a	b	c	d	e	$f = e * (\$20,642 + \$39,050)$ $g = f / \$172,070$	
Subject to Detachment								
10001	County General Fund	19.800000%	22.38190%	\$12,654	\$24,209	80%	\$47,754	27.75259%
10527	Road District #5	3.87760%	4.26700%	\$2,478	\$4,615	-	-	0.00000%
14901	Lathrop-Manteca Fire District (LMFD)	8.62190%	0.00000%	\$5,510	\$0	-	-	0.00000%
14401	French Camp McKinley Rural Fire	0.00000%	9.45470%	\$0	\$10,226	-	-	0.00000%
40600	City of Lathrop	0.00000%	0.00000%	-	-	20%	\$11,938	6.93815%
	Subtotal	32.29950%	36.10360%	\$20,642	\$39,050	100%	\$59,692	27.75259%
Not Subject to Detachment								
10618	County Library	1.59760%	1.80310%	\$1,021	\$1,950	-	\$2,971	1.72677%
12601	Manteca Unified School District	26.25470%	29.62960%	\$16,779	\$32,048	-	\$48,827	28.37611%
13001	San Joaquin Delta Community College	3.55440%	4.01150%	\$2,272	\$4,339	-	\$6,610	3.84172%
13201	San Joaquin County Office of Education	1.26400%	1.38930%	\$808	\$1,503	-	\$2,310	1.34276%
16001	San Joaquin Flood Control	0.15580%	0.17590%	\$100	\$190	-	\$290	0.16844%
21901	Mosquito Abatement	0.69960%	0.78940%	\$447	\$854	-	\$1,301	0.75605%
22001	Reclamation District #17	0.00000%	0.00000%	\$0	\$0	-	\$0	0.00000%
24601	South San Joaquin Irrigation	5.27940%	0.00000%	\$3,374	\$0	-	\$3,374	1.96082%
25301	CSA No. 4 Lathrop	1.54290%	0.00000%	\$986	\$0	-	\$986	0.57305%
41100	Education Revenue Augmentation Fund (ERAF)	27.35210%	26.09760%	\$17,480	\$28,227	-	\$45,708	26.56353%
	Subtotal	67.70050%	63.89640%	\$43,267	\$69,111	0%	\$112,378	65.30926%
	Total	100.00000%	100.00000%	\$63,909	\$108,161	100%	\$172,070	100.00000%

Source: San Joaquin County Auditor-Controller, EPS.

[1] Provided by the San Joaquin County Auditor-Controller

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Lathrop dated November 2012 related to annexed areas to the City.

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Table D-5
 Mossdale Tract Infrastructure Finance Plan
 EID Revenue Analysis
 Preliminary Property Tax Allocations - City of Manteca Annexation Areas

City of
Manteca

Tax Code	Entity	Existing Tax Rate Area (TRA)		Gross Revenue		Property Tax Sharing Agreement [2]	Post Annexation Average	
		Post-ERAF TRA 102-136	Distribution [1] TRA 102-001	TRA 102-136	TRA 102-001		Base Revenue	Post-ERAF Distribution
Formula								
		a	b	c	f	h	e = d * \$396,888	f = e / \$1,197,578
Subject to Detachment								
10001	County General	20.32600%	20.29360%	\$228,594	\$14,804			
10527	Road District 5	3.97920%	3.97840%	\$44,751	\$2,902	80%	\$317,510	26.51271%
14901	Lathrop-Manteca Rural Fire	8.83690%	8.84610%	\$99,384	\$6,453	-	-	0.00000%
40200	City of Manteca	0.00000%	0.00000%	-	-	-	\$79,378	6.62818%
	Subtotal	33.14210%	33.11810%	\$372,728	\$24,160	100%	\$396,888	33.14089%
Not Subject to Detachment								
10618	County Library	1.63940%	1.63910%	\$18,437	\$1,196	-	\$19,633	1.63940%
12601	Manteca Unified Schools	26.94230%	26.93720%	\$303,000	\$19,651	-	\$322,650	26.94192%
13001	S.J. Delta Comm College	3.64750%	3.64670%	\$41,021	\$2,660	-	\$43,681	3.64745%
13201	County Office Of Education	1.28960%	1.31780%	\$14,501	\$961	-	\$15,463	1.29115%
16001	Sjc Flood Control	0.16000%	0.15990%	\$1,799	\$117	-	\$1,916	0.15997%
21901	Sjc Mosquito Abatement	0.71800%	0.71790%	\$8,075	\$524	-	\$8,598	0.71797%
24601	South San Joaquin Irrigation	5.41160%	5.41660%	\$60,861	\$3,951	-	\$64,813	5.41200%
41100	ERAF - Educational Revenue Augmentation Fund	27.04950%	27.04670%	\$304,205	\$19,731	-	\$323,936	27.04926%
	Subtotal	66.85790%	66.88190%	\$751,899	\$48,791	0%	\$800,690	66.85911%
Total		100.00000%	100.00000%	\$1,124,627	\$72,951	100%	\$1,197,578	100.00000%

Source: San Joaquin County Auditor-Controller; EPS

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Manteca dated November 2018 related to annexed areas to the City.

Table D-6
 Mossdale Tract Infrastructure Finance Plan
 EIFD Revenue Analysis
 Preliminary Property Tax Allocations - City of Stockton Annexation Area

City of
 Stockton

Tax Code	Entity	Existing Tax Rate Area (TRA)		Gross Revenue (FY 2019-20) [1]		Property Tax Sharing Agreement [3]	Post Annexation Average	
		TRA 102-135	TRA 102-032	TRA 102-135	TRA 102-032 [2]		Base Revenue	Post-ERAF Distribution
Formula		a	b	e	f	h	e = d * \$278,126	f = e / \$769,158
Subject to Detachment								
10001	County General	22.29650%	22.30610%	\$172,291	(\$796)		\$222,501	28.92784%
10527	Road District 1	4.26040%	4.26030%	\$32,921	(\$152)	80%		0.00000%
14401	French Camp-Mc Kinley Rural Fire	9.60300%	9.60300%	\$74,205	(\$343)	-		0.00000%
40400	City of Stockton	0.00000%	0.00000%	-		-	\$55,625	7.23196%
	Subtotal	36.15990%	36.16940%	\$279,417	(\$1,291)	20%	\$278,126	36.15980%
Not Subject to Detachment								
10618	County Library	1.80010%	1.80010%	\$13,910	(\$64)		\$13,846	1.80013%
12601	Manteca Unified Schools	29.58380%	29.58380%	\$228,602	(\$1,056)	-	\$227,546	29.58378%
13001	S.J. Delta Comm College	4.00510%	4.00510%	\$30,949	(\$143)	-	\$30,806	4.00514%
13201	County Office Of Education	1.43850%	1.42890%	\$11,116	(\$51)	-	\$11,065	1.43855%
16001	Sic Flood Control	0.17560%	0.17570%	\$1,357	(\$6)	-	\$1,351	0.17564%
21901	Sic Mosquito Abatement	0.78840%	0.78840%	\$6,092	(\$28)	-	\$6,064	0.78838%
41100	ERAF - Educational Revenue Augmentation Fund	26.04860%	26.04860%	\$201,285	(\$930)	-	\$200,355	26.04859%
	Subtotal	63.84010%	63.83060%	\$493,311	(\$2,279)	-	\$491,032	63.84020%
Total		100.00000%	100.00000%	\$772,729	(\$3,570)	100%	\$769,158	100.00000%

Source: San Joaquin County Auditor-Controller, EPS.

[1] Provided by the San Joaquin County Auditor-Controller.

[2] Based on information provided by the Auditor-Controller's office, a negative gross revenue value is a result of base revenue transfers from the jurisdictional changes when the TRA was formed or other jurisdictional changes that may occur in the TRA since formation.

[3] Based on the most recent tax-sharing agreement between San Joaquin County and the City of Stockton dated August 2015 related to annexed areas to the City.

Table E1

Mossdale Tract: 2021 Adequate Progress Report
Updated EIFD & Financing Supporting Tables
Financing Revenues and Debt Service

AD at \$7.5 Million Starting

Year	Gross Available Assessment Revenues	Gross EIFD Revenues	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$7,500,000	\$0	\$7,500,000	\$0	\$0	\$0	\$7,500,000	\$0
2023	\$7,800,813	\$562,551	\$8,363,364	\$0	\$0	\$0	\$7,800,813	\$562,551
2024	\$8,126,177	\$1,438,743	\$9,564,920	\$0	\$0	\$0	\$8,126,177	\$1,438,743
2025	\$8,461,990	\$2,245,150	\$10,707,140	\$8,307,645	\$8,307,645	\$0	\$154,345	\$2,245,150
2026	\$8,754,076	\$3,183,079	\$11,937,156	\$8,307,645	\$8,307,645	\$0	\$446,431	\$3,183,079
2027	\$9,070,457	\$4,081,634	\$13,152,091	\$12,259,139	\$8,920,457	\$3,338,682	\$150,000	\$742,952
2028	\$9,319,468	\$5,024,121	\$14,343,589	\$12,259,139	\$9,169,468	\$3,089,671	\$150,000	\$1,934,450
2029	\$9,534,808	\$5,965,831	\$15,500,639	\$12,259,139	\$9,384,808	\$2,874,331	\$150,000	\$3,091,500
2030	\$9,582,482	\$3,453,796	\$13,036,277	\$12,259,139	\$9,432,482	\$2,826,657	\$150,000	\$627,139
2031	\$9,630,394	\$3,926,962	\$13,557,356	\$12,259,139	\$9,480,394	\$2,778,745	\$150,000	\$1,148,217
2032	\$9,678,546	\$4,396,444	\$14,074,990	\$12,259,139	\$9,528,546	\$2,730,593	\$150,000	\$1,665,851
2033	\$9,726,939	\$3,149,152	\$12,876,091	\$12,259,139	\$9,576,939	\$2,682,200	\$150,000	\$466,952
2034	\$9,775,573	\$3,510,756	\$13,286,329	\$12,259,139	\$9,576,939	\$2,682,200	\$198,635	\$828,555
2035	\$9,824,451	\$3,886,141	\$13,710,593	\$12,259,139	\$9,576,939	\$2,682,200	\$247,513	\$1,203,941
2036	\$9,873,574	\$4,245,926	\$14,119,499	\$12,259,139	\$9,576,939	\$2,682,200	\$296,635	\$1,563,726
2037	\$9,922,941	\$4,607,078	\$14,530,019	\$12,259,139	\$9,576,939	\$2,682,200	\$346,003	\$1,924,877
2038	\$9,972,556	\$4,949,608	\$14,922,164	\$12,259,139	\$9,576,939	\$2,682,200	\$395,617	\$2,267,408
2039	\$10,022,419	\$5,271,132	\$15,293,551	\$12,259,139	\$9,576,939	\$2,682,200	\$445,480	\$2,588,932
2040	\$10,072,531	\$5,602,053	\$15,674,584	\$12,259,139	\$9,576,939	\$2,682,200	\$495,592	\$2,919,853
2041	\$10,122,894	\$5,930,432	\$16,053,326	\$12,259,139	\$9,576,939	\$2,682,200	\$545,955	\$3,248,232
2042	\$10,173,508	\$6,253,750	\$16,427,258	\$12,259,139	\$9,576,939	\$2,682,200	\$596,569	\$3,571,550

[1]

[1]

Table E1

Mossdale Tract: 2021 Adequate Progress Report
Updated EIFD & Financing Supporting Tables
Financing Revenues and Debt Service

AD at \$7.5 Million Starting

Year	Gross Available Assessment Revenues <small>Table D-1: Mossdale Tract Area: Overlay Assessment Rate Analysis</small>	Gross EIFD Revenues <small>Table 1: EIFD Revenue Analysis</small>	Gross Revenues for Project & Financing	Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects
2043	\$10,224,376	\$6,589,571	\$16,813,947	\$12,259,139	\$9,576,939	\$2,682,200	\$647,437	\$3,907,371
2044	\$10,275,498	\$3,083,961	\$13,359,459	\$12,259,139	\$9,576,939	\$2,682,200	\$698,559	\$401,761
2045	\$10,326,875	\$3,232,448	\$13,559,323	\$12,259,139	\$9,576,939	\$2,682,200	\$749,936	\$550,248
2046	\$10,378,509	\$3,386,377	\$13,764,886	\$12,259,139	\$9,576,939	\$2,682,200	\$801,571	\$704,176
2047	\$10,430,402	\$3,545,939	\$13,976,341	\$12,259,139	\$9,576,939	\$2,682,200	\$853,463	\$863,739
2048	\$10,482,554	\$3,710,333	\$14,192,887	\$12,259,139	\$9,576,939	\$2,682,200	\$905,615	\$1,028,133
2049	\$10,534,967	\$3,879,670	\$14,414,637	\$12,259,139	\$9,576,939	\$2,682,200	\$958,028	\$1,197,470
2050	\$10,587,642	\$4,055,135	\$14,642,777	\$12,259,139	\$9,576,939	\$2,682,200	\$1,010,703	\$1,372,935
2051	\$10,640,580	\$4,236,944	\$14,877,524	\$12,259,139	\$9,576,939	\$2,682,200	\$1,063,641	\$1,554,744
2052	\$10,693,783	\$4,424,901	\$15,118,684	\$12,259,139	\$9,576,939	\$2,682,200	\$1,116,844	\$1,742,701
2053	\$10,747,252	\$4,616,880	\$15,364,131	\$12,259,139	\$9,576,939	\$2,682,200	\$1,170,313	\$1,934,679
2054	\$10,800,988	\$4,815,702	\$15,616,690	\$6,230,851	\$6,230,851	\$0	\$4,570,137	\$4,815,702
2055	\$10,854,993	\$5,021,606	\$15,876,599	\$3,951,494	\$3,951,494	\$0	\$6,903,499	\$5,021,606
2056	\$10,909,268	\$5,234,411	\$16,143,679	\$3,951,494	\$3,951,494	\$0	\$6,957,774	\$5,234,411
2057	\$10,963,814	\$5,450,798	\$16,414,613	\$0	\$0	\$0	\$10,963,814	\$5,450,798
2058	\$11,018,633	\$5,671,517	\$16,690,150	\$0	\$0	\$0	\$11,018,633	\$5,671,517
2059	\$11,073,726	\$5,899,879	\$16,973,606	\$0	\$0	\$0	\$11,073,726	\$5,899,879
2060	\$11,129,095	\$6,136,147	\$17,265,242	\$0	\$0	\$0	\$11,129,095	\$6,136,147
Total	\$389,019,552	\$164,676,557	\$553,696,110	\$361,745,880	\$287,780,998	\$73,964,881	\$101,238,554	\$90,711,676



June 29, 2021

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

Re: 2021 Annual Report of Adequate Progress toward Urban Level of Flood Protection for the Mossdale Tract Area
(Reclamation District No. 17)

Dear Ms. Gallagher:

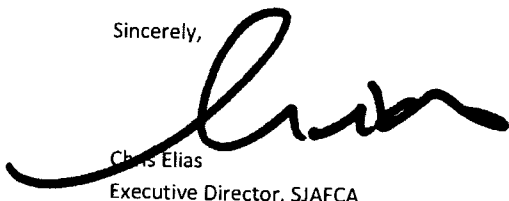
Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions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

As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of LFMA for the Mossdale Tract Area. This is SJAFCA's fourth year fulfilling the annual requirement to report on adequate progress toward ULOP for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Board SJAFCA's Mossdale Tract Program: 2021 Annual Adequate Progress Update for ULOP Final Report dated June 25, 2021.

This report has been made publicly available and can be found on SJAFCA's website at https://www.sjafca.com/recent_documents_archive.php

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

Sincerely,



Chris Elias
Executive Director, SJAFCA

Enclosure: Mossdale Tract Program: 2021 Annual Adequate Progress Update for ULOP Final Report, June 25, 2021

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

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ITEM 4.12

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT FOR CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING – PHASE 2 AND APPROVE RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 and Approve Related Budget Amendment**

SUMMARY:

The Capital Improvement Project (CIP) PS 06-06 River Islands Parkway Widening Project – Phase 2 will continue Phase 1 improvements and construct curb, gutter, sidewalk and full pavement width from Manthey Road to Interstate 5 (I-5). The scope of work for Phase 2 also includes a signal modifications at the I-5 southbound on/off ramps, extension of storm drainage to the new curb, removal and replacement of curb ramps, pavement overlay and restriping travel lanes.

The plans and technical specifications for this phase were completed by MacKay & Somps in May 2021. The bid solicitation package was advertised on June 1, 2021 in accordance with the Public Contract Code and the Lathrop Municipal Code, Section 2.36.060.

A total of three (3) bids were received and opened by the City Clerk on June 29, 2021. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River), with a base bid amount of \$622,781 and Bid Alternative 1 in the amount of \$32,000, for a total of \$654,781.

Staff requests City Council award a construction contract to Knife River for construction of CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 in the amount of \$654,781. Staff also requests City Council authorize a 15% construction contingency in the amount of \$98,218, for a total cost not to exceed \$752,999. Staff is also requesting City Council approve a budget amendment transferring \$350,000 from the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310).

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION FOR CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING PROJECT – PHASE 2 AND APPROVE RELATED BUDGET AMENDMENT****BACKGROUND:**

On May 10, 2021, City Council accepted the improvements constructed for Phase 1 of CIP PS 06-06 River Islands Parkway Widening Project. The completed work for Phase 1 included widening River Islands Parkway from two (2) lanes to five (5) lanes from Golden Valley Parkway to Manthey Road, signal modifications at River Islands Parkway and Golden Valley Parkway intersection, pavement overlay, restriping, and lighting.

Phase 2 will extend the widening of River Islands Parkway from Manthey Road to I-5. The scope of work for this phase also includes modifying the traffic signals at River Island Parkway and I-5 southbound on/off ramps, extending the storm drainage to the new curb, removing and replacing curb ramps, resurfacing the pavement and restriping travel lanes.

The plans and specifications for this project were completed and advertised for bid on June 1, 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 Base Bid Results

Contractor	Base Bid	Bid Alt 1	Total Bid
DSS Company dba Knife River Construction	\$622,781	\$32,000	\$654,781
McGuire and Hester	\$772,860	\$48,000	\$820,860
United Pavement Maintenance	\$795,514.90	\$ 30,905.60	\$826,420.50

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Knife River. Staff requests City Council adopt a resolution awarding a construction contract with Knife River for the amount of \$654,781. Staff also requests City Council to authorize a 15% construction contingency of \$98,218 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$752,999.

REASON FOR RECOMMENDATION:

River Islands Parkway is the primary access to the River Islands residential project that is rapidly expanding. More traffic will be generated by the upcoming commercial developments on the north side of the street. Thus, the recommended contract will allow construction of Phase 2 to connect improvements from Phase 1 and provide vehicular capacity along River Islands Parkway. Phase 2 will also prepare for future interchange improvements at Louise Ave and I-5.

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION FOR
CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING PROJECT – PHASE 2
AND APPROVE RELATED BUDGET AMENDMENT**FISCAL IMPACT:**

The proposed contract with Knife River is for \$654,781. A 15% construction contingency is requested in the amount of \$98,218 for a total cost not to exceed \$752,999. Funding for this project was included in the FY 21/22 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$350,000 from the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) as follows:

Increase Transfer Out

2320-9900-990-9010		\$350,000
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Increase Transfer In

3310-9900-393-0000	PS 06-06	\$350,000
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Increase Appropriation

3310-8000-420-1200	PS 06-06	\$350,000
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ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to DSS Company dba Knife River Construction for CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 and Approve Related Budget Amendment
- B. Construction Contract with DSS Company dba Knife River Construction for the River Islands Parkway Widening Project – Phase 2 CIP PS 06-06
- C. Project Location Map

CITY MANAGER'S REPORT

PAGE 4

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

**AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION FOR
CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING PROJECT – PHASE 2
AND APPROVE RELATED BUDGET AMENDMENT**

APPROVALS:



Angel Abarca
Assistant Engineer

7/1/2021

Date



Ken Reed
Senior Construction Manager

7-1-2021

Date

 FOR

Michael King
Public Works Director

7/1/2021

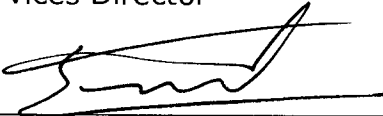
Date



Cari James
Finance & Administrative
Services Director

7/7/2021

Date



Salvador Navarrete
City Attorney

7-6-2021

Date



Stephen J. Salvatore
City Manager

7.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING PROJECT – PHASE 2 AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, on May 10, 2021, City Council accepted the improvements constructed for Phase 1 of CIP PS 06-06 River Islands Parkway Widening Project; and

WHEREAS, Phase 2 will continue Phase 1 improvements and construct curb, gutter, sidewalk and full pavement width from Manthey Road to Interstate 5 (I-5); and

WHEREAS, the scope of work for Phase 2 also includes a signal modifications at the I-5 southbound on/off ramps, extension of storm drainage to the new curb, removal and replacement of curb ramps, pavement overlay and restriping travel lanes; and

WHEREAS, the plans and specifications for Phase 2 were completed by MacKay & Soms in May 2021 and were advertised for bid on June 1, 2021, in accordance with the Public Contract Code and Lathrop Municipal Code Section 2.36.060; and

WHEREAS, a total of three (3) bids were received and opened by the City Clerk on June 29, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be DSS Company dba Knife River Construction (Knife River), with a base bid amount of \$622,781 and Bid Alternative 1 in the amount of \$32,000, for a total of \$654,781; and

WHEREAS, staff requests the City Council award a construction contract to Knife River for construction of CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 in the amount of \$654,781; and

WHEREAS, staff also requests Council authorize a 15% construction contingency in the amount of \$98,218 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$752,999; and

WHEREAS, sufficient funds were not allocated in the adopted FY 21/22 Budget; therefore, staff requests City Council approve a budget amendment transferring \$350,000 from the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2320-9900-990-9010		\$350,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 06-06	\$350,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 06-06	\$350,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to DSS Company dba Knife River Construction for CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 for a cost of \$654,781; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% construction contingency in the amount of \$98,218 for a total cost not to exceed \$752,999 for the construction of Phase 2 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$350,000 from the West/Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) as detailed above in order to have the necessary funds to pay for the project.

The foregoing resolution was passed and adopted this 12th day of July 2021,
by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

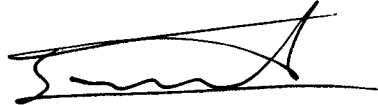
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Contract

CONSTRUCTION CONTRACT

This Contract, dated **July 12, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction**, (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 **CIP PS 06-06 River Islands Parkway Widening Project – Phase 2 (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; widening River Islands Parkway from Manthey Road to Interstate 5 (I-5), construct curb, gutter, sidewalk and full pavement width, signal modification at the I-5 southbound on/off ramps, extension of storm drainage to the new curb, removal & replacement of curb ramps, pavement overlay and restriping travel lanes.

The work shall be **completed within 110 working days** following issuance of Notice to Proceed.

The Work shall be completed, 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 work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid: **\$622,781**

Bid Alternative 1: **\$32,000**

Contract Total: **\$654,781 (Six Hundred Fifty-Four Thousand Seven Hundred Eighty-One Dollars)**

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the Public Works Department and 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 DSS Company dba Knife River Construction on June 29, 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's 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

- (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

- City of Lathrop III-10
River Islands Parkway Widening Project Phase 2 (PS 06-06)

- (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, Public Works Director

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION A. BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: River Islands Parkway Widening Project Phase 2, PS 06-06

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 total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the Base Bid, or none of the work.

ATTACHMENT A

REVISED BID SCHEDULE – RIVER ISLANDS PARKWAY WIDENING - PHASE 2 PS 06-06

Bid Item	Description	Quantity	Units	Unit Price	Extended Price
1	Sawcut and remove existing pavement	544	SF	5.80	3155.20
2	2" Grind	3,610	SF	2.80	10,108.00
3	Remove ex curb and gutter	346	LF	12.50	4325.00
4	Remove existing sidewalk	1,117	SF	3.70	4132.90
5	Remove ex curb ramp	1	EA	950	950
6	Mobilization	1	LS	55,849.44	55,849.44
7	Rough Grade street widening	330	CY	42	13,860
8	Finish Grade street	3,774	SF	2.20	8302.80
9	7" A.C. pavement including seal coats and conforms	164	TON	128	20,992
9A	Microsurfacing	70,000	SF	1.10	77,000
10	16.5" Class II Aggregate Base	307	TON	63	19,341
11	17.5" AB under curb and gutter	69	TON	87	6003
12	2" A.C. overlay including conforms	68	TON	175	11,900
13	Interim traffic control	1	LS	23,500	23,500
14	Erosion control	1	LS	2,500	2,500
15	6" Standard curb and gutter	399	LF	43	17,157
16	Relocate City Standard Catch Basin	1	EA	2,700	2,700
17	Caltrans Vertical Curb A1-6	108	LF	55	5,940
18	Monolithic Sidewalk	1,489	SF	13.50	20,101.50
19	Curb Ramp with detectable warning surface	1	EA	2,750	2,750
20	18" RCP pipe	6	LF	290	1,740
21	Relocate ex catch basin frame and grate	1	EA	1,170	1,170
22	Raise valve boxes to grade	1	EA	1,170	1,170
23	Raise Fire Hydrant to grade	1	EA	1,170	1,170
24	Raise ARV to grade	1	EA	1,170	1,170
25	Relocate existing traffic signal interconnect box	5	EA	1,090	5,450
26	Signal modification of Southbound I-5 and River Islands Parkway	1	EA	280,000	280,000
27	Roadside Sign (Metal Post)	10	EA	440	4,400
28	Relocate Roadside sign	3	EA	220	660
29	6" Thermoplastic Traffic stripe	1,810	LF	1.15	2,081.50
30	8" Thermoplastic Traffic stripe	1,080	LF	1.40	1,512

ATTACHMENT A

31	12" Thermoplastic Stripe	86	LF	665	571.9
32	Thermoplastic Pavement Arrows	9	EA	345	3105
33	Pavement Marker (Retroreflective)	1	EA	28	28
34	Remove Thermoplastic Traffic Stripe and Pavement Markings	2,859	LF	2.2	6289.80
35	Pedestrian Barrier	2	EA	1050	2100

TOTAL BASE BID: \$ 622,781

TOTAL BASE BID IN WORDS: SIX HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED EIGHTY-ONE,

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
ALT 1	Install signal modifications per plans- Attachment D to delete loops and install video detection camera on SMA with riser. (ITERIS model vantage detector next hybrid video/radar system)	1	LS	312,000	312,000

TOTAL BID ALTERNATE 1: \$ 312,000

TOTAL BID ALTERNATE 1 IN WORDS: THREE HUNDRED TWELVE THOUSAND

Bid Proposal Form

Name of Subcontractor	Address & Phone # of Subcontractor	Percent, Phase and Portion of Work to be Done
ANIRAK CORPORATION	5820 MAYHEW RD SACRAMENTO, CA. 916-328-5820	GRND AC - 55%
AMERICAN PAVEMENT SYSTEMS	1012 11 TH ST. MODESTO, CA. 209-522-2277	MKRD SEAL - 100%
CHRISP CO.	1021 STOKES AVE. STOCKTON, CA. 948-2175	STRIPING 100%
PACIFIC EXCAVATION	9796 KENT ST. ELK GROVE 916-682-2822	ELECTRICAL - 100%
MLR ENGINEERING	1242 DUPONT CT. MANTENO, CA. 239-6229	SURVEY - 100%

The undersigned is licensed as set forth below in accordance with State law providing for the registration of contractors:

Contractor's License Number: 334653

Contractor's License Classification: "A"

Contractor's License Expiration Date: 9/30/2021

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

DATED this 29TH day of JUNE 2021

CONTRACTOR:

Signature: _____



Printed Name: Steve Essoyan

Title: President

Contractor's Company Name and Address: DSS Company dba Knife River Construction

655 West Clay Street, Stockton, CA 95206

Telephone Number: (209) 932-2100

(NOTE TO BIDDERS: If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Bid Proposal Form

Name of Subcontractor	Address & Phone # of Subcontractor	Percent, Phase and Portion of Work to be Done

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Contractor's License Number: 334653

Contractor's License Classification: "A"

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IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

DATED this 29th day of June 2021

CONTRACTOR:

Signature: 

Printed Name: Steve Essoyan

Title: President

Contractor's Company Name and Address: DSS Company dba Knife River Construction

655 West Clay Street, Stockton, CA 95206

Telephone Number: (209) 932-2100

(NOTE TO BIDDERS: If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

SECTION B. BID BOND

Know All Men by These Presents: that DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Lathrop as Oblige, in the sum of **TEN PERCENT (10%) OF AMOUNT BID** and 100 Dollars (\$ **10%**) lawful money of the United States for the payment whereof, well and truly to be made, above bonded Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the above bonded Principal is herewith submitting a Bid for the **River Islands Parkway Widening Project Phase 2, PS 06-06.**

NOW, THEREFORE, if the above bound Principal shall, within ten (10) work days after receipt of written notification of acceptance of its Bid, enter into a contract and execute and deliver to Oblige a bond for the faithful performance of said Contract and payment (labor and materials) bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, above bounden Principal and Surety have hereunto set their hands and seals on this 28th day of June, 2021

This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto.

DSS COMPANY DBA KNIFE RIVER CONSTRUCTION

Principal

Steve Essoyan, President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

Surety

By:

Karen Amin

Karen Amin, Attorney-in-fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin

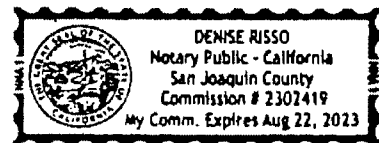
On June 28, 2021 before me, Denise Risso, Notary Public
(insert name and title of the officer)

personally appeared Steve Essoyan
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 Denise Risso (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin)

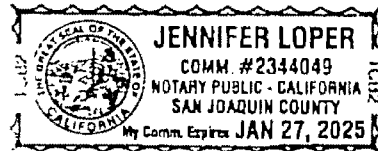
On June 28, 2021 before me, Karen Amin, Notary Public
(insert name and title of the officer)

personally appeared Jennifer Loper
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 Jennifer Loper (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197947 - 969440**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel M. Connolly, Karen Amin, Jennifer Loper, David Schnapp

all of the city of Lodi state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I Renee C. Llewellyn the undersigned Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, have hereunto set my hand and affixed the seals of said Companies this 28th day of June, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

June 28, 2021

DSS Company dba Knife River Construction
655 W. Clay Street
Stockton, CA 95206

Re: Type of Bond: Bid Bond
 Bond Number: Bid Bond
 Obligee: City of Lathrop
 Description: River Islands Parkway Widening
 Bond Amount: 10%
 Premium Due: \$.00

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,


Karen Amin

Enclosures

SECTION C. EXPERIENCE QUALIFICATIONS

The bidder has been engaged in the contracting business, under the present business name for 43 years. Experience in work of a nature similar to that covered in the Bid extends over a period of 43 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

N/A

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
2020	Paloma & Portola Avenue	Resurfacing - San Joaquin County - Roadway Resurfacing of Existing Urban Local Roadways	\$300,360

2020 - Hibbard Road Resurfacing - San Joaquin County - Repairing and Resurfacing Existing Local Roadway with Asphalt Concrete over Pavement Reinforcing Fabric and Adding Gravel Shoulders - \$464,753

2020 - New Hope, Nowell and Thornton Roads Resurfacing - San Joaquin County- Repairing and Resurfacing Existing Roadways with Asphalt Concrete - \$506,611

2019 - Harlan Road Resurfacing - San Joaquin County - Repairing and Resurfacing Existing Local Rural Roadway with Asphalt Over Pavement Reinforcement Fabric and Adding Gravel Shoulder - \$ 698,088


Experience Qualifications

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type, and Capacity	Condition	Location
1	Knife River Construction - Vernalis Plant	Good	Tracy, CA
1	John Deere 210, Skip Loader	Good	KRC Yard
1	CAT 314E, Excavator	Good	KRC Yard
1	John Deere 310L, Backhoe	Good	KRC Yard
1	CAT Paver, Paving Machine	Good	KRC Yard

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted herein is true and correct.

Signed By: _____


(Same signature as on proposal)

Title: _____

President

SECTION D. NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The person signing this bid declares:

I am the President

of DSS Company dba Knife River Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

6/28/2021 (date),
at Stockton (city), California (state).



STEVE ESSMAN
PRESIDENT



Public Works Department

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

ADDENDUM NO. 1 - June 24, 2021

**River Islands Parkway Widening Project – Phase 2
CIP PS 06-06**

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. Add to the Contract Specifications in Appendix "A" - Attachment 1 - CalRecycle Form 168 and cover sheet. This form must be filled out, signed and submitted with the Contractor's bid.
2. The City will contract and pay for staking
3. Polypropylene is the approved material for the 18" storm drain. Do not use PVC
4. Coordination with Caltrans will be needed for work to be performed within their right-of-way including, but not limited to:
 - a. Ramp closures (Traffic Control Plans will be needed and approved by Caltrans)
 - b. Night work (seal coating, AC work on off ramps, signal mods, etc.)
5. Contractor will need to acquire a Provisional Encroachment Permit from Caltrans
6. Coordination with PG&E will be needed for replacement of the #7 vault lid
7. All ¾" HMA to conform to Caltrans Type A HMA
8. Increase microsealing area to approx. 70,000 SF. Refer to attachment (C)
9. Revisions made to install additional signing and striping. Refer to attachment (B) and the revised Bid Schedule below.
10. The Bid Schedule Table below has been revised to denote the correct units for the following:
 - a. Bid Item 9 revised from *SF* to **TON**
 - b. Bid Item 10 revised from *SF* to **TON**
 - c. Bid Item 11 revised from *SF* to **TON**
 - d. Bid Item 12 revised from *SF* to **TON**
 - e. Bid Item 16 revised from *LF* to **EA**
 - f. Bid Item 18 revised from *LF* to **SF**
 - g. Bid Item 19 revised from *LF* to **EA**
 - h. Bid Item 22 revised from *LF* to **EA**

A handwritten signature in black ink, appearing to read "Steve Eskoyan".

STEVE ESKOYAN
PRESIDENT

BID SCHEDULE – RIVER ISLANDS PARKWAY WIDENING PHASE 2, PS 06-06

Bid Item	Description	Quantity	Units	Unit Price	Extended Price
9	7" A.C. pavement including seal coats and conforms	164	TON		
9A	Microsealing	70,000	SF		
10	16.5" Class II Aggregate Base	307	TON		
11	17.5" AB under curb and gutter	69	TON		
12	2" A.C. overlay including conforms	68	TON		
16	Relocate City Standard Catch Basin	1	EA		
18	Monolithic Sidewalk	1,489	SF		
19	Curb Ramp with detectable warning surface	1	EA		
22	Raise valve boxes to grade	1	EA		
29	6" Thermoplastic Traffic stripe	1,930	LF		
30	8" Thermoplastic Traffic stripe	1,280	LF		
31	12" Thermoplastic Stripe	295	LF		
32	Thermoplastic Pavement Arrows	14	EA		
33	Pavement Markers (Retroreflective blue, white and yellow)	130	EA		
34	Remove Thermoplastic Traffic Stripe and Pavement Markings	3,410	LF		
35	Pedestrian Barrier	3	EA		

11. Remove Bid Item 26 and replace with *Bid Alternative 1* to install new video detection camera and radar system (ITERIS). See below for description and attachment (A) for the revised Signal and Lighting plans


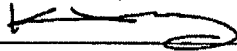
BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
ALT 1 26 (A)	Remove signal modification of Southbound I-5 and River Islands Parkway and install video detection camera on SMA with riser. (ITERIS model vantage detector next hybrid video/radar system)	1	LS		

TOTAL BID ALTERNATE 1: \$ _____

TOTAL BID ALTERNATE 1 IN WORDS: _____

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by:	 _____ Ken Reed Senior Construction Manager	<u>6-24-2021</u> _____ Date
Approved by:	 _____ Michael King, P.E. Public Works Director	<u>6-24-2021</u> _____ Date

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

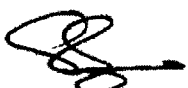
This form is intended to help the CalRecycle's Grantees comply with the Reliable Contractor Declaration (formerly Unreliable List) requirement of their Terms and Conditions.

The Reliable Contractor Declaration (formerly Unreliable List) provision requires the following: Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to the California Code of Regulations (www.calregs.com).

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.

Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System. For further instruction about logging into the Grant Management System and uploading this form, reference the Procedures and Requirements. Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: DSS Company dba Knife River Construction	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: Steve Essoyan, President	
MAILING ADDRESS: 655 W. Clay Street, Stockton, CA 95206	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.	
Signature 	Date 6.29.21

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

ADDENDUM NO. 2 - June 25, 2021

**River Islands Parkway Widening Project – Phase 2
CIP PS 06-06**

This Addendum 2 Clarifies Addendum 1 for this project, released on June 24, 2021 and amends the Contract Drawings and Specifications for this project as follows:

1. Replace the Bid Schedule in Part II, Section A *Bid Proposal Forms* with Attachment A – Revised Bid Schedule
2. Revisions made to install additional signing and striping. Refer to Attachment B, revised plansheets SS1, SS2 and support sheet and the revised Bid Schedule.
3. Increase Microsurfacing area to approx. 70,000 SF. Refer to Attachment C, revised plansheet SS1 and the revised Bid Schedule.
4. For Add Alt 1 bid item, Refer to Attachment D, Revised plansheets E-1, E-2 and revised Bid Schedule.
5. Add to the Contract Specifications in Part V, Section C-25 (f) *Submittals* Attachment E - CalRecycle Form 168 *Reliable Contractor Declaration* and instructions. This form must be filled out, signed and submitted with the Contractor's bid.
6. The City will contract and pay for staking.
7. Polypropylene is the approved material for the 18" storm drain. Do not use PVC
8. Coordination with Caltrans will be needed for work to be performed within their right-of-way including, but not limited to:
 - a. Ramp closures (Traffic Control Plans will be needed and approved by Caltrans)
 - b. Night work (seal coating, AC work on off ramps, signal mods, etc.)
9. Contractor will need to acquire a Provisional Encroachment Permit from Caltrans
10. Coordination with PG&E will be needed for replacement of the #7 vault lid
11. All ¾" HMA to conform to Caltrans Type A HMA.



STEVE ESSOYAN
President

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by: Ken Reed 6-25-2021
Ken Reed Date
Senior Construction Manager

Approved by: Michael King, P.E. 6-25-2021
Michael King, P.E. Date
Public Works Director

ATTACHMENT A

REVISED BID SCHEDULE – RIVER ISLANDS PARKWAY WIDENING - PHASE 2 PS 06-06

Bid Item	Description	Quantity	Units	Unit Price	Extended Price
1	Sawcut and remove existing pavement	544	SF		
2	2" Grind	3,610	SF		
3	Remove ex curb and gutter	346	LF		
4	Remove existing sidewalk	1,117	SF		
5	Remove ex curb ramp	1	EA		
6	Mobilization	1	LS		
7	Rough Grade street widening	330	CY		
8	Finish Grade street	3,774	SF		
9	7" A.C. pavement including seal coats and conforms	164	TON		
9A	Microsurfacing	70,000	SF		
10	16.5" Class II Aggregate Base	307	TON		
11	17.5" AB under curb and gutter	69	TON		
12	2" A.C. overlay including conforms	68	TON		
13	Interim traffic control	1	LS		
14	Erosion control	1	LS		
15	6" Standard curb and gutter	399	LF		
16	Relocate City Standard Catch Basin	1	EA		
17	Caltrans Vertical Curb A1-6	108	LF		
18	Monolithic Sidewalk	1,489	SF		
19	Curb Ramp with detectable warning surface	1	EA		
20	18" RCP pipe	6	LF		
21	Relocate ex catch basin frame and grate	1	EA		
22	Raise valve boxes to grade	1	EA		
23	Raise Fire Hydrant to grade	1	EA		
24	Raise ARV to grade	1	EA		
25	Relocate existing traffic signal interconnect box	5	EA		
26	Signal modification of Southbound I-5 and River Islands Parkway	1	EA		
27	Roadside Sign (Metal Post)	10	EA		
28	Relocate Roadside sign	3	EA		
29	6" Thermoplastic Traffic stripe	1,810	LF		
30	8" Thermoplastic Traffic stripe	1,080	LF		

ATTACHMENT A

31	12" Thermoplastic Stripe	86	LF		
32	Thermoplastic Pavement Arrows	9	EA		
33	Pavement Marker (Retroreflective)	1	EA		
34	Remove Thermoplastic Traffic Stripe and Pavement Markings	2,859	LF		
35	Pedestrian Barrier	2	EA		

TOTAL BASE BID: \$ _____

TOTAL BASE BID IN WORDS: _____

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
ALT 1	Install signal modifications per plans- Attachment D to delete loops and install video detection camera on SMA with riser. (ITERIS model vantage detector next hybrid video/radar system)	1	LS		

TOTAL BID ALTERNATE 1: \$ _____

TOTAL BID ALTERNATE 1 IN WORDS: _____

Remove and replace ex signs:

- R3-18
- R4-7
- Type K-1



Remove and replace ex signs:

- R49 (CA)
- G92 (CA)
- G27-1 (CA)
- M3-1
- M6-2aR
- Type K-1



Remove and replace ex signs:

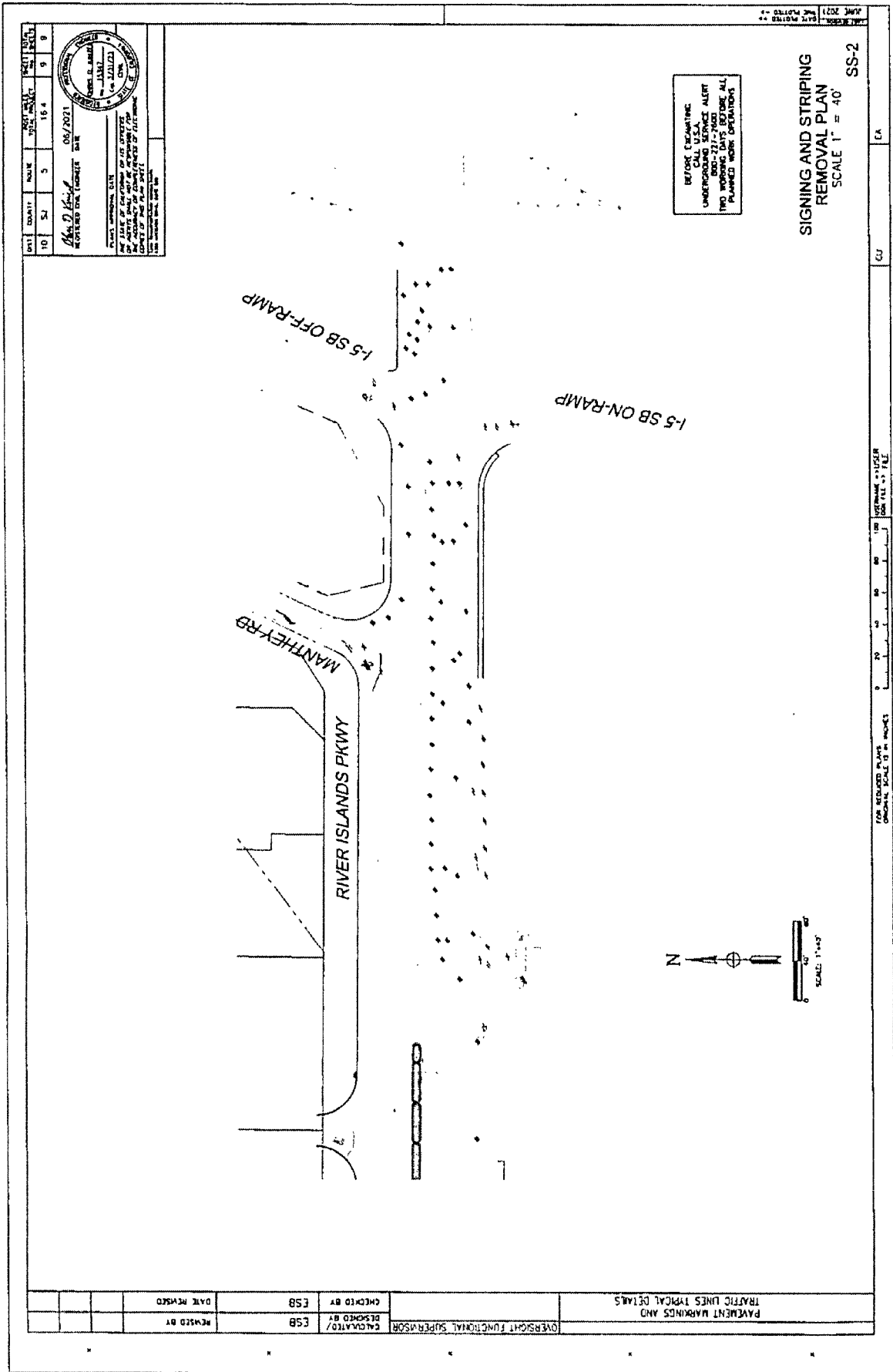
- G27-1 (CA)
- M6-1L
- M3-1



Remove and replace ex signs:

- R6-1
- R5-1
- R5-1a





ATTACHMENT E

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).


This form is intended to help the CalRecycle's Grantees comply with the Reliable Contractor Declaration (formerly Unreliable List) requirement of their Terms and Conditions.

The Reliable Contractor Declaration (formerly Unreliable List) provision requires the following: Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to the California Code of Regulations (www.calregs.com).

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.

Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System. For further instruction about logging into the Grant Management System and uploading this form, reference the Procedures and Requirements. Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: DSS Company dba Knife River Construction	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: Steve Essoyan, President	
MAILING ADDRESS: 655 West Clay Street, Stockton, CA 95206	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.	
Signature 	Date 6.29.21

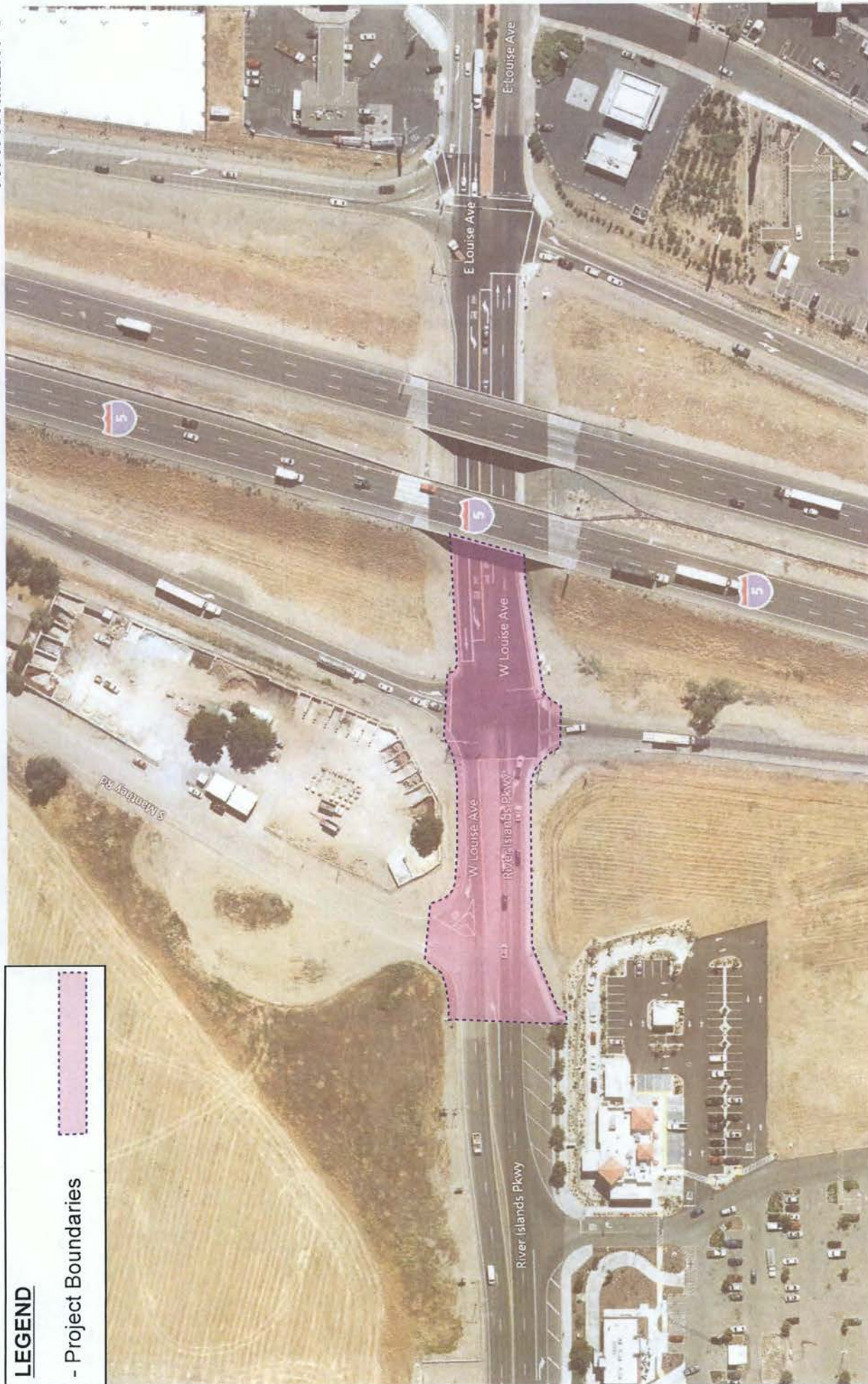
RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.



LEGEND

- Project Boundaries



RIVER ISLANDS PARKWAY WIDENING PROJECT - PHASE 2 CIP PS 06-06

PROJECT LOCATION MAP



ITEM 4.13

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION**

RECOMMENDATION: **Adopt Resolution Approving Task Orders No. 22 and No. 23 with 4LEAF, Inc., to provide Plan Check and Staff Augmentation Services in the Building Division Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc**

SUMMARY:

The Public Works Department is the largest City department in the City of Lathrop and is responsible for executing all development projects, capital improvements projects, regulatory compliance, building permits, as well as the operations of public utilities. The City continues to experience rapid growth over the past few years, and even during the recent pandemic, the increase in construction and development projects has remained steady.

Due to the continued increase in construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff has requested two proposals from 4LEAF, Inc. (4LEAF), to continue to provide professional services in the Building Division. A series of task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services.

Staff is requesting City Council approval of Task Orders No. 22 for an amount not to exceed \$400,000 and No. 23 for an amount not to exceed \$216,000 with 4LEAF, Inc., to provide continued professional consultant services in the capacity of Plan Check and Staff Augmentation services in the Building Division. The proposed Tasks Orders No. 22 & 23 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

BACKGROUND:

The Public Works Department is comprised of five divisions: Administration, Building, Engineering, Construction, and Utility Operations. The Building Division is responsible for serving the public by ensuring that the safety initiatives illustrated by the current adopted California Codes and the Lathrop Municipal Code are enforced by inspection of all aspects of on-site construction.

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION**

Due to the continued increase in construction activity related to land development, residential, commercial, and industrial projects, staff has requested two proposals from 4LEAF to provide continued professional services in the Building Division. The proposed Tasks Orders No. 22 & 23 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

Table 1 below provides a summary of the previously approved task orders with 4LEAF to date.

Table 1 – Summary of Previously Approved Task Orders

Task Order No.	Date Approved	Building Division Work Scope Description
1,2	2015	Staff Augmentation, Plan Check Services
3,4,5	2016	Plan Check & Inspection Services
6,7	2017	Plan Check & Inspection Services
8,9,10,11	2018	Interim Chief Building Official (CBO), Plan Check & Inspection Services
12,13,14,15,16	2019	Staff Augmentation, Plan Check & Inspection Services, Interim CBO, Professional Services
17,18,19	2020	Interim CBO, Staff Augmentation, Inspection Services
20	3/8/2021	Interim CBO
21	5/10/2021	Inspection Services

REASON FOR RECOMMENDATION:

Continued professional services are needed for the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

FISCAL IMPACT:

The cost of Task Orders No. 22 and No. 23 are as follows;

- ❖ Task Order No. 22 for Plan Check Services is for an amount not to exceed \$400,000 and will be paid on a percentage basis of 2021-2022 billing rates.
- ❖ Task Order No. 23 for Staff Augmentation Services is for an amount not to exceed \$216,000 and will be paid on a time and material basis of 2021-2022 billing rates.

Sufficient funds have been included in fiscal year 2021-2022 approved budget and will be paid from funds allocated in the Building Division professional services.

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

**APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR
PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING
DIVISION**

ATTACHMENTS:

- A. Resolution Approving Task Orders No. 22 and No. 23 with 4LEAF, Inc., to provide Plan Check and Staff Augmentation Services in the Building Division Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- B. Task Order No. 22 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4LEAF, Inc. to provide Building Plan Check Services
- C. Task Order No. 23 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4LEAF, Inc. to provide Building Staff Augmentation Services

CITY MANAGER'S REPORT

PAGE 4

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

**APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR
PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING
DIVISION**

APPROVALS:

 FOR

Michael King
Public Works Director

6/28/2021

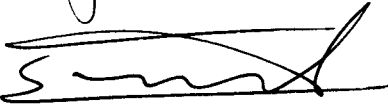
Date



Cari James
Finance & Administrative Services Director

7/7/2021

Date



Salvador Navarrete
City Attorney

6-28-2021

Date



Stephen J. Salvatore
City Manager

7.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC., TO PROVIDE PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, the Public Works Department is the largest City department and is responsible for executing all development projects, capital improvements projects, regulatory compliance, building permits, as well as the operation of public utilities; and

WHEREAS, due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested two proposals from 4LEAF to provide continued professional services in the Building Division; and

WHEREAS, a series of task orders have been previously approved to provide professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services; and

WHEREAS, the City utilizes contracting professional personnel services in the Building Division in order to keep pace with ongoing construction activity; and

WHEREAS, the cost of Task Order No. 22 for Plan Check Services is for an amount not to exceed \$400,000 and will be paid on a percentage basis and Task Order No. 23 for Staff Augmentation Services is for an amount not to exceed \$216,000 and will be paid on a time and material basis of 2021-2022 billing rates; and

WHEREAS, sufficient funds have been included in fiscal year 2021-22 approved budget and will be paid from funds allocated in the Building Division professional services; and

WHEREAS, the proposed Tasks Orders No. 22 & 23 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 22 for an amount not to exceed \$400,000 and No. 23 for an amount not to exceed \$216,000 with 4LEAF, Inc. to provide continued professional consultant services in the capacity of Plan Check and Staff Augmentation services in the Building Division.

The foregoing resolution was passed and adopted this 12th of July 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

CITY OF LATHROP

TASK ORDER NO. 22

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

TO PROVIDE BUILDING PLAN CHECK SERVICES

THIS TASK ORDER NO. 22 dated for convenience this **12th day of July 2021** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021, pursuant to Amendment No. 2, dated May 13, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No.3 ("AGREEMENT"), by which the CONSULTANT has agreed to provide Building Inspector Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Plan Check 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 Building Plan Check Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Plan Check Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order.

CITY OF LATHROP – TASK ORDER NO. 22 WITH 4LEAF INC. TO PROVIDE BUILDING PLAN CHECK SERVICES

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

(3) **Effective Date and Term**

The effective date of this **Task Order No. 22 is July 12, 2021**, and it shall terminate no later than **February 28, 2022**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$400,000** for Building Plan Check Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Notice to Proceed**

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

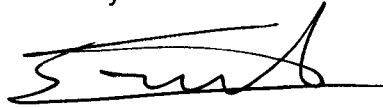
(6) **Signatures**

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

**CITY OF LATHROP – TASK ORDER NO. 22 WITH 4LEAF INC. TO PROVIDE
BUILDING PLAN CHECK SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



6.28.2021

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

 FOR

6/28/2021

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

Kevin J. Duggan, President
(Print Name and title)



FY2021-2022 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Services	Fee for 1 st review and two (2) subsequent rechecks	Hourly rate for on-site and/or greater than three (3) reviews off-site (with authorization from Director):
Life Health Safety, Structural, ADA Requirements, and Title 24 Energy Requirement Plan Checks	65% of City fee	\$129/hour structural \$98/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$98/hour non-structural
Structural Only Plan Checks	40% of City fee	\$129/hour structural

Additional Building Department Services

Senior Combination Building Inspector (BIII)	\$98/hour
Commercial Building Inspector (BII)	\$93/hour
Residential Building Inspector (BI)	\$83/hour
Training Building Inspector.....	\$73/hour
Code Enforcement.....	\$88/hour
Senior Permit Technician.....	\$73/hour
Permit Technician.....	\$67/hour
Administrative Support	\$62/hour
On-Site Plan Review Engineer	\$124/hour
On-Site Non-Structural Plans Examiner	\$93/hour
Fire Review	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$139/hour
Public Works Inspector	\$150/hour
Interim Chief Building Official	\$135/hour
CASp Inspection.....	\$160/hour
Off-Site Project Manager	\$165/hour
Principal-in-Charge.....	\$191/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate+ 20%



BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise.
- Most fire plan reviews will be done within 10 business days and within 5 business days for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed 45% of the plan check fee collected by the City, return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2022/2023 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of designated Authority personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.

CITY OF LATHROP

TASK ORDER NO. 23

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

TO PROVIDE BUILDING STAFF AUGMENTATION SERVICES

THIS TASK ORDER NO. 23 dated for convenience this **12th day of July 2021** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021, pursuant to Amendment No. 2, dated May 13, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No.3 ("AGREEMENT"), by which the CONSULTANT has agreed to provide Building Inspector Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Staff Augmentation 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 Staff Augmentation Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Staff Augmentation Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order.

CITY OF LATHROP – TASK ORDER NO. 23 WITH 4LEAF INC. TO PROVIDE BUILDING STAFF AUGMENTATION SERVICES

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

(3) **Effective Date and Term**

The effective date of this **Task Order No. 22 is July 12, 2021**, and it shall terminate no later than **February 28, 2022**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$216,000** for Staff Augmentation Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Notice to Proceed**

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

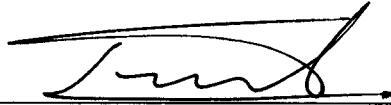
(6) **Signatures**

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

**CITY OF LATHROP – TASK ORDER NO. 23 WITH 4LEAF INC. TO PROVIDE
BUILDING STAFF AUGMENTATION SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6.28.2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

 FOR

Michael King

6/28/2021

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

Kevin J. Duggan, President
(Print Name and title)



FY2021-2022 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Services	Fee for 1 st review and two (2) subsequent rechecks	Hourly rate for on-site and/or greater than three (3) reviews off-site (with authorization from Director):
Life Health Safety, Structural, ADA Requirements, and Title 24 Energy Requirement Plan Checks	65% of City fee	\$129/hour structural \$98/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$98/hour non-structural
Structural Only Plan Checks	40% of City fee	\$129/hour structural

Additional Building Department Services

Senior Combination Building Inspector (BIII)	\$98/hour
Commercial Building Inspector (BII)	\$93/hour
Residential Building Inspector (BI)	\$83/hour
Training Building Inspector	\$73/hour
Code Enforcement	\$88/hour
Senior Permit Technician	\$73/hour
Permit Technician	\$67/hour
Administrative Support	\$62/hour
On-Site Plan Review Engineer	\$124/hour
On-Site Non-Structural Plans Examiner	\$93/hour
Fire Review	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$139/hour
Public Works Inspector	\$150/hour
Interim Chief Building Official	\$135/hour
CASp Inspection	\$160/hour
Off-Site Project Manager	\$165/hour
Principal-in-Charge	\$191/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate+ 20%



BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise.
- Most fire plan reviews will be done within 10 business days and within 5 business days for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed 45% of the plan check fee collected by the City, return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2022/2023 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8-hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of designated Authority personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.

ITEM 4.14

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP, INC. FOR PLAN CHECK SERVICES IN THE BUILDING DIVISION**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. No. 8 to provide Plan Check Services in the Building Division Pursuant to Master Consulting Agreement dated July 18, 2016 with Interwest Consulting Group, Inc.**

SUMMARY:

The Public Works Department is the largest department in the City of Lathrop and is responsible for executing all development projects, capital improvements projects, regulatory compliance, building permits, as well as the operation of public utilities. The City continues to experience rapid growth, and recent pandemic, the City has seen an increase in construction and development projects.

Due to the continued increase in construction and development activity related to private land developments and residential, commercial, and industrial projects, staff has requested a proposal from Interwest Consulting Group, Inc. (Interwest) to continue to provide professional services in the Building Division. A series of task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, permit technician, and staff augmentation services.

Staff is requesting City Council approve Task Order No. 8 with Interwest to continue to provide professional services for Plan Check Services in the Building Division for an amount not to exceed \$400,000. The proposed Task Order No. 8 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

BACKGROUND:

The Public Works Department is comprised of five divisions: Administration, Building, Engineering, Construction, and Utility Operations. The Building Division is responsible for serving the public by ensuring that the safety initiatives depicted by the current adopted California Codes and the Lathrop Municipal Code are enforced by inspection of all aspects of on-site construction.

Due to the continued increase in construction and development activity related to land development, residential, commercial, and industrial projects, staff has requested a proposal from Interwest to provide continued professional services in the Building Division.

CITY MANAGER'S REPORT **PAGE 2**
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP
INC. FOR PLAN CHECK SERVICES IN THE BUILDING DIVISION

Table 1 below provides a summary of the previously approved task orders with Interwest to date.

Table 1 – Summary of Previously Approved Task Orders

Task Order No.	Date Approved	Building Division Work Scope Description
1,2	2016	Staff Augmentation, Plan Check Services
3	2017	Plan Check Services
4,5	2018	Plan Check Services
6,7	2019	Plan Review, Building Inspection, and Permit Technician Services

REASON FOR RECOMMENDATION:

Continued professional services for plan check services are needed for the Building Division to keep up with the continued increase in development and construction activity related to private land development and residential, commercial, and industrial projects.

FISCAL IMPACT:

The cost of Task Order No. 8 is for an amount not to exceed \$400,000 and will be paid on a percentage basis of 2019-2021 billing rates. Sufficient funds have been included in the fiscal year 2021-22 approved budget and will be paid from funds allocated in the Building Division professional services. Additionally, Task Order No. 8 will be fully funded by plan check fees collected from development, and costs for plan check services will only be paid if the revenue has been received.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 8 to provide Plan Check Services in the Building Division Pursuant to Master Consulting Agreement dated July 18, 2016 with Interwest Consulting Group, Inc.
- B. Task Order No. 8 with Interwest Consulting Group, Inc. for Plan Check Services in the Building Division

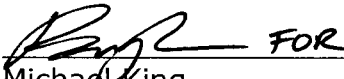
CITY MANAGER'S REPORT

PAGE 3

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

**APPROVAL OF TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP
INC. FOR PLAN CHECK SERVICES IN THE BUILDING DIVISION**

APPROVALS:

 FOR

Michael King
Public Works Director


6/28/2021

Date

_____
Cari James
Finance & Administrative Services Director


7/1/2021

Date

_____
Salvador Navarrete
City Attorney

6.28.2021

Date

_____
Stephen J. Salvatore
City Manager

7.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 8 TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DIVISION PURSUANT TO MASTER CONSULTING AGREEMENT DATED JULY 18, 2016 WITH INTERWEST CONSULTING GROUP, INC.

WHEREAS, the Public Works Department is the largest City department and is responsible for executing all development projects, capital improvements projects, regulatory compliance, building permits, as well as the operations of public utilities; and

WHEREAS, due to the continued increase in construction activity related to private land development, residential, commercial, and industrial projects, staff requested a proposal from Interwest Consulting Group, Inc., (Interwest) to provide continued professional services in the Building Division for Plan Check Services; and

WHEREAS, the City utilizes contracting professional personnel services in the Building Division in order to keep pace with ongoing construction activity; and

WHEREAS, furthermore, professional services will allow the Building Division to adjust to the changing demands when large projects or large volumes of plan review services are required during unpredictable workload spikes; and

WHEREAS, the cost of Task Order No. 8 is not to exceed \$400,000 and will be paid on a percentage basis of 2019-2021 billing rates; and

WHEREAS, sufficient funds have been included in fiscal year 2021-22 approved budget and will be paid from funds allocated in the Building Division professional services; and

WHEREAS, the proposed Tasks Order No. 8 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 8 for an amount not to exceed \$400,000 with Interwest Consulting Group, Inc. to provide Building Plan Check Services, pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with Interwest Consulting Group, Inc.

The foregoing resolution was passed and adopted this 12th day of July 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

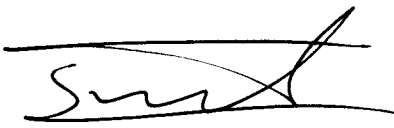
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 8

**PURSUANT TO REINSTATED MASTER CONSULTING AGREEMENT
DATED AUGUST 12, 2019 WITH INTERWEST CONSULTING GROUP
INC.**

TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DIVISION

THIS TASK ORDER NO. 8, dated for convenience this 12th day of July 2021 is by and made and entered into by and between **INTERWEST CONSULTING GROUP** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on July 18, 2016, CONSULTANT entered into a Master Agreement and Task Order No. 1 and No. 2 ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide plan review, building inspection and permit technician services; and

WHEREAS, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Division Professional Plan Check Services; and

WHEREAS, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

WHEREAS, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

WHEREAS, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Division; and

WHEREAS, on August 12, 2019, the City issued Task Order No. 7 for Plan Check Building Inspection and Permit Technician Services in the Building Division; and

WHEREAS, additionally, on August 12, 2019, City Council approved to reinstate a Master Agreement and extend termination date to June 30, 2022; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Check Services, which are required by this agreement; and

CITY OF LATHROP – TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP
INC. TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DIVISION

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

WHEREAS, CONSULTANT is willing to render such building plan check services,
as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Incorporation of Master Agreement

This Task Order No. 8 hereby incorporates by reference all terms and conditions set forth in the Reinstated Master Consulting Agreement for plan check services, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform plan check services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order.

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

(3) Effective Date and Term.

The effective date of this Task Order No. 8 is July 12, 2021 and it shall terminate no later than February 28, 2022.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$400,000** for the Plan Check Services, at the detailed rates detailed 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 – TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP
INC. TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DIVISION

(5) Notice to Proceed

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

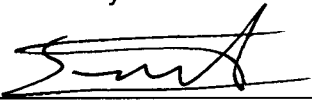
(6) Signatures

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

CITY OF LATHROP – TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP
INC. TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DIVISION

Approved as to Form:


City of Lathrop
City Attorney



Salvador Navarrete 6-28-2021
Date

Recommended for Approval:

City of Lathrop
Public Works Director

 FOR

Michael King 6/28/2021
Date

Accepted by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Interwest Consulting Group Inc.
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661

Fed ID # _____
Bus License # _____

Signature Date

(Print Name and title)



June 25, 2021

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

RE: Proposal to Provide Plan Review, Building Inspection and Permit Technician Services

Dear Mr. King,

Interwest Consulting Group is pleased to submit this request to extend our agreement with the City to provide Building Inspection, Permit Technician and Plan Review Services to the City of Lathrop, as needed, to comply with State laws. We understand with the improving economy the City of Lathrop is seeking to retain the services of their contracted firms to continue to provide building and safety services to address peak workload demands and to maintain timely services. We understand the City is seeking professional services for the plan review of commercial and residential structures to verify compliance with the most current adopted versions of the California Building Standards Code, Lathrop City Ordinances, and relevant State and Federal Laws. We further understand that services may include coordination between City agencies, designers, and builders in the community

All proposed services will continue to be directed from our local Roseville office. All team members will be carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

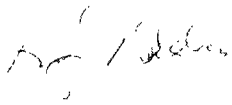
We view the key elements to serving the City of Lathrop as follows:

- ✓ Providing **qualified and experienced staff** to perform professional building permit processing, inspection and plan check services.
- ✓ **Providing qualified and experienced staff** to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing a **high level of customer service** for internal and external customers.
- ✓ Balancing the needs of the community by providing as needed services to address peak workload demands, in order to maintain reasonable response times for department services.

Interwest Consulting Group provides building plan review, building permit processing and inspection services to many communities throughout California and presently provides these services to the City of Clovis, City of Modesto, City of Manteca, City of Tracy, City of Turlock, City of Sonora, Fresno County, and many more central and northern California communities.

We appreciate the opportunity to continue to provide building safety services to the City of Lathrop. I will serve as the main point of contact for all services. Please call me at 916.204.3178 if you have any questions related to this request or would like to discuss any of the services provided by Interwest Consulting Group.

Sincerely,



Ron Beehler, SE, CBO

Director of Building Safety Services

Interwest Consulting Group

rbeehler@interwestgrp.com

916.204.3178

INTRODUCTION

Interwest Consulting Group has been in business just over 14 years and currently employs over 400 employees spanning a multitude of disciplines, roles and job placements to municipalities within code enforcement, building safety and public works departments throughout California. We work hard to provide professional building safety services with a customer service focus in the manner expected by our clients.

We specialize in tailoring staffing and services to fit client needs. When work levels are high, we increase staffing to meet the demand. When work slows down, we can fade into the background without compromising service. Our services can quickly grow to provide an entire team of experts on a project or satisfy a client need with a single individual. We can also draw upon our many other professionals located within offices throughout California if required.

We offer top personnel with extensive experience. All are seasoned jurisdictional staffs who understand the procedures, policies and deadlines necessary to keep governments running smoothly. We work strictly for city and county municipalities thus avoiding any conflict of interest. Since we work so closely with our clients, we know successful customer service is best delivered by people who shine in their professions. All of our staff offers exceptional experience and long-standing relationships within the industry.

SCOPE OF SERVICES

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review, permit technician and building inspection services. Our personnel will seamlessly integrate and coordinate with the City departments and provide uninterrupted, efficient, and cost-effective building department services to the public.

Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services immediately to the City of Lathrop.

The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ **A team of professionals** with high-level experience and skills in successful management of building department services, staff with a **customer service focus** and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other City departments and outside agencies.
- ✓ **Licensed Plan Review Engineers** and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.
- ✓ **Licensed Structural Engineers** who have extensive experience with large and complex projects.
- ✓ **CASp Certified Staff** who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.
- ✓ **Certified Inspector(s)** with broad experience in jurisdictional procedures and the highest commitment to customer service.

- ✓ Services in a **cost-effective manner** that remains within budget constraints.
- ✓ Provide pick up and delivery of all plans to and from the City at **no cost to the City.**

COMPENSATION

For complete plan review services for projects reviewed in our offices, we propose a fee equal to 65% of the plan review fees based on your adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For in-house services, we propose utilizing the hourly rates listed within the Schedule of Hourly Billing Rates for the specific classification utilized for services. We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

For structural only and other partial reviews such as foundation only, preliminary reviews or others, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Plans Examiner.....	\$ 125
ICC Certifedd Plans Examiner	\$ 95
CASp.....	\$ 90
Building Inspector.....	\$ 88
Permit Technician.....	\$ 62
Code Enforcement Officer.....	\$ 90
Expedited Plan Review	140% of the the Plan Review Fee for the specific project. <i>Expedite services utilize turn-around times of one half the agreed upon times for non-expedite projects.</i>
Inspection/Permit Technician Overtime.....	140% of Above Listed Hourly Rates
Miscellaneous charges will include:	
Mileage within the City for Inspections.....	Current IRS Vehicle Mileage Rate

June 2021

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ITEM 4.15

CITY MANAGER'S REPORT

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE SPRAYFIELD LEASE AGREEMENT DATED JULY 12, 2021, BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC**

RECOMMENDATION: **Adopt a Resolution Approving a Non-Disturbance and Consent Agreement and Third Amendment to the Sprayfield Lease Agreement Dated July 12, 2021 between the City of Lathrop and Califia, LLC with Option to Purchase Sprayfields**

SUMMARY:

In July 2005, the City of Lathrop ("City") entered into an agreement with various West Lathrop Specific Plan (WLSP) developers within Mossdale Village and the River Islands developer Califia, LLC, to fund the design, construction and operation of sprayfields to dispose of reclaimed/recycled water generated from the City's Consolidated Treatment Facility (CTF) ("Sprayfield Agreement").

The Sprayfield Agreement included a Lease with Option to Purchase ("Lease Agreement"), with Califia, LLC, that provided the terms and conditions to which River Islands would provide sprayfields within its future Phase 2 development area for the benefit of WLSP development on an interim basis. In 2018, Califia, LLC requested that the Lease Agreement be amended. With the Second Amendment to the Lease Agreement ("Second Amendment"), 48.8 acres were added to provide recycled water disposal needed for continued development. The Second Amendment was approved by City Council on August 13, 2018.

As River Islands prepares for development in the Phase 2 development area, Califia, LLC, as the landowner, has requested to amend the Lease Agreement again with a Third Amendment to the Lease Agreement ("Third Amendment") to add 26.88 acres as Sprayfield A32-1 as shown on Attachment B. This would provide additional disposal capacity while the City pursues a river discharge permit.

BACKGROUND:

The City's CTF provides sewer treatment for all development areas of the City other than Historic Lathrop and industrial areas not located within the Crossroads Commerce Center. The City currently stores recycled water produced by the CTF in ponds located at the CTF site and in other areas of the City and utilizes agricultural lands for disposal of the recycled water as irrigation during the summer months (known as "sprayfields"). The City can also use its high-quality recycled water for irrigation for public landscapes as well, including the River Islands area.

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**APPROVE NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE RIVER ISLANDS SPRAYFIELD LEASE AGREEMENT**

In the initial years the CTF (which was formerly known as the WRP#1 MBR Plant) was constructed, the WLSP developers needed sufficient land for disposal of the recycled water that was not useable in the Mossdale Village area of WLSP. Since River Islands was not yet being developed at that time (2005), lands within its future Phase 2 development area were provided by Califia, LLC, under the original Lease Agreement with the City as the initial sprayfields for the CTF for the benefit of Mossdale Village and River Islands. River Islands has the right and ability to move these sprayfields at any time in order to develop the underlying land for development purposes under its entitlements with the City as long as River Islands accommodated the disposal needs elsewhere.

Subsequent to the original Lease Agreement, the First Amendment to Lease with Option to Purchase ("First Amendment") was approved and executed in June 2006. This First Amendment included minor updates to the original Lease Agreement and did not change or add to the existing sprayfields site. The parties executed and recorded an Amended Memorandum of Lease with Option to Purchase concurrently. Similarly, the Second Amendment to Lease with Option to Purchase ("Second Amendment"), approved and executed in August 2018, resulted in the execution of an amended Lease Agreement and the recordation of a Second Amended Memorandum of Lease with Option to Purchase.

With the Third Amendment to Lease with Option to Purchase ("Third Amendment") submitted concurrently herewith, the first phase of Sprayfield A32-1 would be guaranteed for construction west of Paradise as shown on Attachment B. The reason is to provide additional disposal capacity while the City pursues a river discharge permit. Califia, LLC, would provide an initial guarantee in cash equal to 150% of the estimated cost to construct the added A32-1 Sprayfield. Califia, LLC, has already provided this guarantee to the City. Since the City does not need the land contained in A32-1 at this time for recycled water disposal, the City will hold these funds if and when the A32-1 Sprayfield is needed. However, as the Council is aware, a recycled water outfall to the San Joaquin River is currently out to bid for construction and is in the final process of being permitted by Federal and State agencies. Should the outfall be approved, and construction commenced on the outfall, it would eventually make all the sprayfields in the Phase 2 area of River Islands unnecessary. As a result, Califia, LLC, has agreed to pledge the funds used as a guarantee for the A32-1 Sprayfield for the outfall construction once the outfall is fully permitted by the Army Corps of Engineers and the Central Valley Flood Protection Board. This could occur as early as August of this year. Written approval from Califia, LLC, would be necessary to pledge the funds to the outfall project when requested from the City.

Since some of the lands Califia, LLC, owns in Phase 2 are encumbered with a loan from Wilmington Trust, a Non-Disturbance and Consent Agreement between the City and Wilmington (Attachment D) would ensure that no cancellation, modification, amendment, extension, or assignment of the Sprayfield Agreement, the Lease Agreement, and no subletting of the Lease from the Lease Agreement would be made without Wilmington's prior written consent other than as provided in Section 16.1 (Assignment and Subleasing) of the Lease Agreement.

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**APPROVE NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE RIVER ISLANDS SPRAYFIELD LEASE AGREEMENT**

The proposed resolution (Attachment A) would allow the City Manager to enter into the Third Amendment and the Third Amended Memorandum of Lease with Option to Purchase on behalf of the City and direct the City Clerk to record the Third Amended Memorandum of Lease with Option to Purchase (Attachment C).

REASON FOR RECOMMENDATION:

In order to accommodate the River Islands development program, additional sprayfields are necessary for the disposal of recycled water generated from the City's CTF for the benefit of River Islands development. The attached resolution would allow the developer to set aside additional land owned by the developer to meet this purpose at no cost to the City, along with funds that can be used to construct the sprayfields if necessary or alternatively, use them for construction of the pending recycled water outfall.

BUDGET IMPACT:

There is no negative budget impact to the City. City costs will be reduced, because Califia, LLC, has agreed to pay the property taxes on the sprayfields. River Islands is also providing funds necessary to defray any staff time required to process the request.

ATTACHMENTS:

- A. Resolution Approving a Non-Disturbance and Consent Agreement and Third Amendment to the Sprayfield Lease Agreement dated July 12, 2021 between the City of Lathrop and Califia, LLC with Option to Purchase Sprayfields
- B. Third Amendment to Lease with Option to Purchase dated, July 12, 2021
- C. Third Amended Memorandum of Lease with Option to Purchase
- D. Non-Disturbance and Consent Agreement

CITY MANAGER'S REPORT

PAGE 4

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

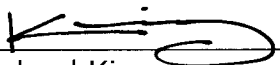
APPROVE NON-DISTURBANCE AND CONSENT AGREEMENT & THIRD AMENDMENT TO THE RIVER ISLANDS SPRAYFIELD LEASE AGREEMENT

APPROVALS:



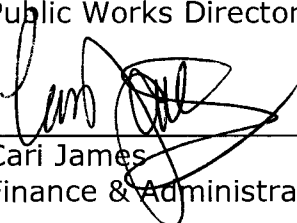
Glenn Gebhardt
City Engineer

7/2/21
Date



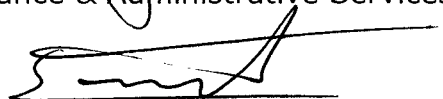
Michael King
Public Works Director

7/6/2021
Date



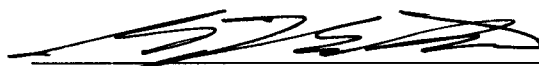
Cari James
Finance & Administrative Services Director

7/6/2021
Date



Salvador Navarrete
City Attorney

7-6-2021
Date



Stephen J. Salvatore
City Manager

7.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE SPRAYFIELD LEASE AGREEMENT DATED JULY 12, 2021 BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC WITH OPTION TO PURCHASE SPRAYFIELDS

WHEREAS, the City of Lathrop ("City") has previously executed an "Agreement for Financing of Design, Construction, Maintenance and Operation of Additional Sanitary Sewer Facilities in the City of Lathrop" and amendments thereto (collectively the "Consortium Agreement"); and

WHEREAS, the parties to the Consortium Agreement worked toward providing adequate acreage to serve as sprayfields for the disposal of recycled (reclaimed) water resulting from the operation of the City's Lathrop Consolidated Treatment Facility ("LCTF"), formerly known as "Water Recycling Plant #1/MBR Facility"; and

WHEREAS, the original parties to the Consortium Agreement executed an "Agreement among the City of Lathrop; Lathrop Land Development Company, Inc.; TCN Properties, L.P.; Pulte Homes, Inc.; Shea Homes, L.P., a California limited partnership; and Califia, LLC, dba River Islands at Lathrop for Lease of Specific Lands for Use as Reclaimed Water Spray Fields" (commonly known as the "Sprayfield Agreement"), which included a "Lease with Option to Purchase" between the City and Califia, LLC, for the lease of certain lands within the River Islands at Lathrop Phase 2 project area to be used as sprayfields for the disposal of recycled water from the LCTF, later amended by the First Amendment to the Sprayfield Agreement ("First Amendment") in 2006 which was memorialized in the Official Records through recordation of a Memorandum of Lease with Option to Purchase ("First Memo of Lease"); and

WHEREAS, a Second Amendment to the Lease Agreement ("Second Amendment") was approved by the City Council on August 12, 2018, to add 48.8 additional acres for recycled water disposal within the Phase 2 area of River Islands and Second Amended Memorandum of Lease with Option to Purchase ("Second Memo of Lease") was recorded; and

WHEREAS, the City and Califia, LLC, property owner of the land where the sprayfields have been constructed, wish to again amend the terms and conditions of the Sprayfield Agreement and Second Memo of Lease through execution and delivery of a Third Amendment to Lease with Option to Purchase ("Third Amendment"), in the form incorporated as Attachment "B" to the staff report dated July 12, 2021; and

WHEREAS, the Sprayfield Agreement, First Amendment, First Memo of Lease, Second Amendment and Second Memo of Lease, amendments to these documents, including the Third Amendment, associated offers of dedication for easements, deeds and other official documentation and the infrastructure constructed and to be constructed pursuant to this documentation implement environmental documents

prepared under the California Environmental Quality Act California Public Resources Code section 28000 et seq. and "CEQA Guidelines" promulgated thereunder (collectively "CEQA") for developments served by the LCTF, as well as the environmental documentation prepared for the LCTF itself; and

WHEREAS, the Sprayfield Agreement, First Amendment, First Memo of Lease, Second Amendment, Second Memo of Lease, amendments to these documents, including the Third Amendment, offers of dedication for easements, deeds and other official documentation and the infrastructure constructed and to be constructed pursuant to this documentation is consistent with the Lathrop General Plan in that the infrastructure constructed and to be constructed pursuant to it is specified by the City's Master Plan for Utilities included in the Lathrop General Plan to serve development consistent with the land use and other elements of the Lathrop General Plan; and

WHEREAS, Calafia, LLC, has an existing loan with Wilmington Trust, National Association ("Lender") that overlays the sprayfields in Phase 2 of River Islands, Lender has requested that a Non-Disturbance and Consent Agreement, in the form incorporated as Attachment "D" to the staff report dated July 12, 2021, be executed, notarized and recorded to provide lawful notice to Lender regarding the potential disposition of any of the sprayfield sites subject to the Third Amendment and Third Memo of Lease (as defined below).

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LATHROP AS FOLLOWS:

1. That the approvals granted by this resolution hereby do not constitute a project for which additional CEQA compliance is required for the following reasons: (i) this action implements mitigation measures required by the EIRs for the LCTF, the River Islands Development Agreement, and the Mossdale Village Development and no basis for further environmental review as specified in Public Resources Code Section 28116; and, (ii) this action is categorically exempt from additional CEQA review under Section 15183 of the State CEQA Guidelines.

2. That the City Manager, or their designee, is authorized to execute such documents as are necessary to effectuate the terms of the Third Amendment and Third Amended Memorandum of Lease with Option to Purchase ("Third Memo of Lease") as included as an exhibit to the Third Amendment and any other such documentation to effectuate these documents as attached to the July 12, 2021, staff report.

3. That the City Manager, or their designee, is authorized to execute such documents as are necessary to effectuate the terms of the Non-Disturbance and Consent Agreement in the form incorporated as Attachment "D" to the staff report dated July 12, 2021 and any other such documentation to effectuate this document as attached to the July 12, 2021, staff report.

4. That the City Clerk is hereby authorized to cause the Third Amended Memorandum of Lease with Option to Purchase in the form incorporated as Attachment "C" to the staff report dated July 12, 2021, and Non-Disturbance and Consent Agreement in the form incorporated as Attachment "D" to the staff report dated July 12, 2021, to be recorded with the San Joaquin County Clerk-Recorder's Office at soon as practicable after the execution and notarization of these documents.

The foregoing resolution was passed and adopted this 12th day of July 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

THIRD AMENDMENT TO LEASE WITH OPTION TO PURCHASE SPRAYFIELDS

By and Between the City of Lathrop, California, a Municipal Corporation and Califia, LLC, a California limited liability company.

This Third Amendment to Lease with Option to Purchase ("Amendment") is made and entered into as of July 12, 2021, by and between the CITY OF LATHROP, a municipal corporation ("Tenant") and CALIFIA, LLC, a California limited liability company ("Landlord").

RECITALS

A. Landlord and Tenant are parties to that certain Lease with Option to Purchase dated June 2, 2006, as amended by that certain First Amendment to Lease with Option to Purchase dated June 2, 2006, and that certain Second Amendment to Lease with Option to Purchase dated August 13, 2018, collectively the "Agreement"

B. The parties desire to enter into this Amendment to amend the Agreement upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effect of Amendment on Agreement. Unless specifically revised and amended by this Amendment, the terms of the Agreement, as amended hereby and previously, shall remain in full force and effect. Additionally, all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
2. Leased Premises.
 - a. Section 1 of the Agreement is amended to replace "approximately 219 acres" with "approximately 245.4 acres, comprised of parcel 68 (City Land Application Area LAA 28 at 33.7 acres), parcel 64 (LAA 30 at 39.2 acres), parcel 63 (LAA 31 at 96.8 acres) parcel A34 (LAA 34 at 48.4 acres) and A 32-1 (LAA 32-1 at 26.9 acres)."
 - b. Exhibit C-1 to the Agreement is amended to include that certain real property more particularly included in the legal description as Exhibit A-1 and depicted in Exhibit A-2, both as attached hereto and made a part hereof (the "Additional Leased Premises").
3. Notices. Section 22 is revised to delete Landlord's notice addresses and replace them with the following:

TO LANDLORD:

CALIFIA, LLC
73 West Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso, President
Facsimile: (209) 879-7928

4. Memorandum of Agreement. In connection with the Agreement, the parties recorded that certain Amended Memorandum of Lease with Option to Purchase dated June 2, 2006 and recorded in the Official Records of the County of San Joaquin, State of California, on June 2, 2006 as Instrument No. 2006-119381. Subsequently, the parties recorded that certain Second Amended Memorandum of Lease with Option to Purchase, dated August 15, 2018 as Instrument No. 2018-095234. Concurrently with execution of this Amendment, the parties shall execute, acknowledge and record the Third Amended Memorandum of Lease with Option to Purchase in the form attached hereto as Exhibit B.

5. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic (pdf) counterparts), each of which shall be considered an original and all of which together shall be considered the same document.

6. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Amendment. Each party acknowledges no other party or agent, or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Amendment. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Amendment.

7. Governing Law. The validity, interpretation and effect of this Amendment are governed by and shall be construed in accordance with the laws of the State of California.

8. Severability. If any one or more of the agreements or covenants or portions thereof contained in the Agreement or herein required to be performed by or on the part of Landlord or Tenant shall be contrary to the law, then such agreement or agreements, such covenant or covenants, or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity of the remaining provisions hereof. Landlord and Tenant hereby declare that they would have executed this Amendment, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be contrary to law.

9. Authorization. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) the person(s) executing this Agreement are duly authorized to execute and deliver it on behalf of the party for which he, she or they sign it, (iii) by such person(s) so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which such party is bound.

10. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements with respect to the subject matter hereof, provided that this Agreement does not supersede, amend, nor replace any prior written agreement relating to any matter other than with respect to the matters

expressly set forth in this Agreement as amended. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by both parties hereto.

In witness whereof, the parties have executed this Amendment as of the date or dates set forth below.

TENANT:

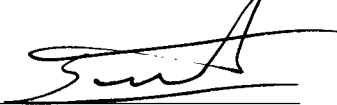
CITY OF LATHROP
a Municipal corporation of the
State of California

ATTEST:

By: _____
Name: Stephen J. Salvatore
Its: City Manager
Date:

By: _____
Name: Teresa Vargas
Its: City Clerk
Date:

APPROVED AS TO FORM:

By: 
Name: Salvador V. Navarrete
Its: City Attorney
Date: 7.6.2021

LANDLORD:

CALIFIA, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President
Date:

EXHIBIT A-1
Legal Description of Additional Leased Premises (See Attached)

EXHIBIT A-1

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE (SPRAY FIELD SITE 83):

BEING A PORTION OF TRACT 4, AS SAID TRACT 4 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID TRACT 4 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE OF SAID TRACT 4, SOUTH 43°46'52" WEST 75.32 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 46°13'08" WEST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 3,531.35 FEET;

THENCE, NORTH 48°52'13" WEST 1,653.76 FEET;

THENCE, NORTH 48°21'56" EAST 1,898.56 FEET;

**THENCE, ALONG THE ARC OF A TANGENT 126.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°34'27", AN ARC DISTANCE OF 118.07 FEET;
THENCE, SOUTH 74°51'25" EAST 67.42 FEET;**

THENCE, SOUTH 68°30'40" EAST 164.62 FEET;

THENCE, ALONG THE ARC OF A TANGENT 153.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°11'06", AN ARC DISTANCE OF 62.23 FEET;

THENCE, ALONG THE ARC OF A REVERSE 271.11 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°41'48" EAST, THROUGH A CENTRAL ANGLE OF 20°48'10", AN ARC DISTANCE OF 98.43 FEET;

**THENCE, ALONG THE ARC OF A COMPOUND 537.36 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 19°06'22" WEST, THROUGH A CENTRAL ANGLE OF 13°03'43", AN ARC DISTANCE OF 122.50 FEET;
THENCE, SOUTH 53°19'54" EAST 62.87 FEET;**

THENCE, ALONG THE ARC OF A TANGENT 117.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°25'18", AN ARC DISTANCE OF 74.51 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 57.42 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°14'48" EAST, THROUGH A CENTRAL ANGLE OF 58°28'08", AN ARC DISTANCE OF 58.59 FEET;

THENCE, NORTH 38°50'31" EAST 194.90 FEET;

THENCE, NORTH 47°27'17" EAST 168.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 409.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°24'55", AN ARC DISTANCE OF 174.67 FEET;

THENCE, NORTH 76°30'42" EAST 107.29 FEET;

THENCE, ALONG THE ARC OF A TANGENT 285.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°08'09", AN ARC DISTANCE OF 125.42 FEET;

THENCE, NORTH 46°20'55" EAST 339.53 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°49'07" EAST, THROUGH A CENTRAL ANGLE OF 151°13'59", AN ARC DISTANCE OF 263.95 FEET;

THENCE, SOUTH 55°18'59" EAST 527.74 FEET TO THE POINT OF BEGINNING.
CONTAINING 98.8 ACRES OF LAND, MORE OR LESS.

PARCEL TWO (SPRAY FIELD SITE 64):

BEING A PORTION OF TRACT 18, AS SAID TRACT 18 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID TRACT 18 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID TRACT 18, SOUTH 43°46'52" WEST 81.03 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 46°13'06" EAST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 1,095.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'36" EAST, THROUGH A CENTRAL ANGLE OF 07°57'48", AN ARC DISTANCE OF 384.30 FEET;

THENCE, SOUTH 56°34'12" EAST 874.02 FEET;

THENCE, NORTH 43°52'20" EAST 1,332.83 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 160.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°07'41" EAST, THROUGH A CENTRAL ANGLE OF 83°44'34", AN ARC DISTANCE OF 233.85 FEET;

THENCE, NORTH 62°30'55" WEST 189.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 640.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°35'49", AN ARC DISTANCE OF 98.03 FEET;

THENCE, NORTH 53°55'06" WEST 357.70 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°13'44", AN ARC DISTANCE OF 315.05 FEET;

THENCE, SOUTH 67°51'10" WEST 119.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°37'28", AN ARC DISTANCE OF 163.79 FEET;

CONTAINING 39.2 ACRES OF LAND, MORE OR LESS.

PARCEL THREE (SPRAY FIELD SITE 68):

BEING A PORTION OF TRACT 24, AS SAID TRACT 24 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN CORNER OF SAID TRACT 24 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWESTERN LINE OF SAID TRACT 24, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 38°17'40" WEST 74.82 FEET, AND
- 2) NORTH 34°17'07" WEST 181.54 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, AND
- 3) FROM SAID POINT OF BEGINNING, NORTH 34°17'07" WEST 873.94 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 56°22'56" EAST 97.50 FEET;

THENCE, NORTH 50°23'35" EAST 1,543.79 FEET;

THENCE, SOUTH 39°36'25" EAST 22.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 123.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°14'39", AN ARC DISTANCE OF 150.80 FEET;

THENCE, NORTH 70°08'56" EAST 36.15 FEET;

THENCE, SOUTH 19°51'04" EAST 248.99 FEET;

THENCE, ALONG THE ARC OF A TANGENT 720.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°43'25", AN ARC DISTANCE OF 360.96 FEET;
THENCE, SOUTH 48°34'29" EAST 121.35 FEET TO A POINT THAT BEARS NORTH 50°23'35" EAST 1,738.44 FEET FROM SAID POINT OF BEGINNING;

THENCE, SOUTH 50°23'35" WEST 1,738.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.7 ACRES OF LAND, MORE OR LESS.

PARCEL FOUR (SPRAY FIELD SITE A34):

BEING A PORTION OF PARCEL 4, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL IS ALSO SHOWN AS TRACT 18 ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE MOST WESTERN CORNER OF SPRAY FIELD SITE 64, AS SAID SPRAY FIELD SITE 64 IS DESCRIBED IN THE DEED FOR EASEMENTS TO THE CITY OF LATHROP, RECORDED JULY 7, 2006, AS DOCUMENT NUMBER 2006-147087, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID SPRAY FIELD SITE 64, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'36" EAST, THROUGH A CENTRAL ANGLE OF 3°29'07", AN ARC DISTANCE OF 168.19 FEET TO THE POINT OF BEGINNING;
- 2) FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°54'29" EAST, THROUGH A CENTRAL ANGLE OF 4°28'41", AN ARC DISTANCE OF 216.10 FEET;
- 3) SOUTH 66°34'12" EAST 853.56 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, SOUTH 33°31'07" WEST 1,543.53 FEET;

THENCE SOUTH 45°10'38" WEST 13.53 FEET;

THENCE NORTH 66°50'49" WEST 1,522.06 FEET TO A POINT ON A LINE THAT IS 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE NORTHWESTERN LINE OF SAID TRACT 18;

THENCE, ALONG A LINE PARALLEL WITH AND 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE TO THE NORTHWESTERN LINE OF SAID TRACT 18, NORTH 43°46'52" EAST 1,374.29 FEET;

THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHERLY A RADIUS OF 207.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°38'42" EAST, THROUGH A CENTRAL ANGLE OF 94°58'25", AN ARC DISTANCE OF 343.12 FEET;

CONTAINING 48.8 ACRES, MORE OR LESS.

PARCEL FIVE (SPAY FIELD SITE A32-1)

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT 3 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004 IN BOOK 35 OF SURVEYS AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF SAID TRACT 3;

THENCE ALONG THE NORTH LINE OF SAID TRACT 3, NORTH 55° 24 '56" WEST FOR A DISTANCE OF 26.49 FEET TO AN ANGLE POINT IN SAID NORTH LINE;

THENCE CONTINUING ALONG THE NORTH LINE, NORTH 77° 53' 29" WEST FOR A DISTANCE OF 17.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 36.46 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 446.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 311.00 FEET, THROUGH AN ANGLE OF 26° 27' 59", AND AN ARC DISTANCE OF 143.66 FEET;

THENCE, SOUTH 73° 12' 41" WEST FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 189.00 FEET, THROUGH AN ANGLE OF 23° 00' 45", AND AN ARC DISTANCE OF 75.91 FEET;

THENCE, SOUTH 50° 11' 56" WEST FOR A DISTANCE OF 135.11 FEET TO THE BEGINNING OF TANGENT A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 689.00 FEET, THROUGH AN ANGLE OF 12° 18' 52", AND AN ARC DISTANCE OF 148.08 FEET;

THENCE, SOUTH 37° 53' 04" WEST FOR A DISTANCE OF 24.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 23° 16' 42", AND AN ARC DISTANCE OF 24.78 FEET;

THENCE, SOUTH 61° 09' 45" WEST FOR A DISTANCE OF 79.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 22° 05' 14", AND AN ARC DISTANCE OF 23.52 FEET;

THENCE, SOUTH 83° 14' 59" WEST FOR A DISTANCE OF 47.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 07° 34' 50" WEST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 48.87 FEET, THROUGH AN ANGLE OF 38° 25' 13", AND AN ARC DISTANCE OF 32.77 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 3142.62 FEET, THROUGH AN ANGLE OF 01° 39' 37", AND AN ARC DISTANCE OF 91.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 349.11 FEET, THROUGH AN ANGLE OF 17° 39' 19", AND AN ARC DISTANCE OF 107.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE.

THENCE, NORTH 74° 50' 34" WEST FOR A DISTANCE OF 310.42 FEET;

THENCE, NORTH 77° 23' 47" WEST FOR A DISTANCE OF 33.40 FEET;

THENCE, NORTH 70° 56' 32" WEST FOR A DISTANCE OF 35.47 FEET;

THENCE, NORTH 43° 15' 11" WEST FOR A DISTANCE OF 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 29° 38' 19" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 337.68 FEET, THROUGH AN ANGLE OF 25° 31' 26", AND AN ARC DISTANCE OF 150.43 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 32° 33' 58" WEST FOR A DISTANCE OF 66.35 FEET;

THENCE, NORTH 34° 34' 55" WEST FOR A DISTANCE OF 297.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 57° 04' 00" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 109.15 FEET, THROUGH AN ANGLE OF 84° 34' 12", AND AN ARC DISTANCE OF 161.11 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 80° 07' 14" EAST FOR A DISTANCE OF 86.38 FEET;

THENCE, NORTH 67° 48' 08" EAST FOR A DISTANCE OF 27.98 FEET;

THENCE, NORTH 43° 17' 52" EAST FOR A DISTANCE OF 18.24 FEET;

THENCE, NORTH 69° 04' 21" EAST FOR A DISTANCE OF 24.24 FEET;

THENCE, NORTH 53° 12' 06" EAST FOR A DISTANCE OF 181.15 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 518.50 FEET, THROUGH AN ANGLE OF 09° 19' 17", AND AN ARC DISTANCE OF 84.35 FEET;

THENCE, NORTH 62° 31' 23" EAST FOR A DISTANCE OF 167.47 FEET TO A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 3;

THENCE ALONG SAID PARALLEL LINE, SOUTH 77° 53' 29" EAST A DISTANCE OF 1,426.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.875 ACRES, 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

EXHIBIT A-2
Depiction of Additional Leased Premises (See Attached)

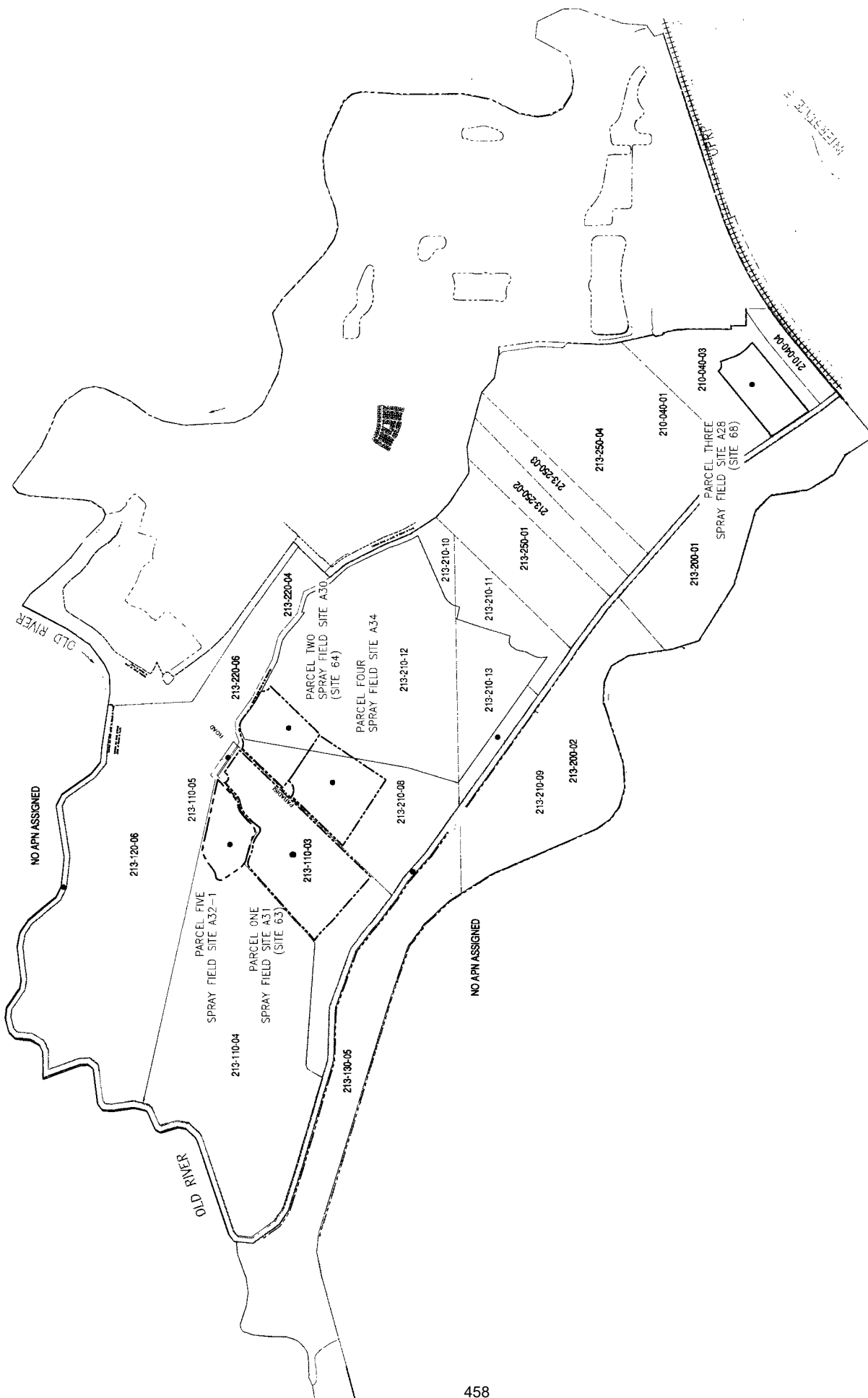


EXHIBIT A-2 SPRAYFIELD SITES RIVER ISLANDS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 DATE: JUNE 24, 2021

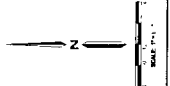


EXHIBIT B

Third Amended Memorandum of Lease with Option to Purchase (See Attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

*Recording of this document is fee-exempt
under Government Code Section 6103*

Documentary Transfer Tax: \$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIRD AMENDED MEMORANDUM OF LEASE WITH OPTION TO PURCHASE

This Third Amended Memorandum of Lease with Option to Purchase ("**Third Amended Memorandum**") dated as of July 12, 2021, is made and entered into for good and valuable consideration by and between CALIFIA, LLC, a California limited liability company ("**Landlord**") and THE CITY OF LATHROP, a municipal corporation ("**Tenant**"), for the purpose of memorializing the terms, covenants, conditions, limitations and restrictions contained in that certain Lease with Option to Purchase dated June 2, 2006, as amended by that certain First Amendment to Lease with Option to Purchase dated June 2, 2006, and that certain Second Amendment to Lease with Option to Purchase dated August 13, 2018, and that certain Third Amendment to Lease with Option to Purchase dated July 12, 2021, collectively the "**Lease**", covering that certain real property described in Exhibit "A" attached hereto ("**Property**").

Landlord and Tenant executed that certain Amended Memorandum of Lease with Option to Purchase ("Original Memorandum"), which Original Memorandum was recorded in the Official Records of the County of San Joaquin on June 2, 2006, as Instrument No. 2006-119381 and executed that certain Second Amended Memorandum of Lease with Option to Purchase ("Second Amendment Memorandum"), which Second Amendment Memorandum was recorded in the Official Records of the County of San Joaquin on August 27, 2018, as Instrument No. 2018-095234. This Third Amended Memorandum replaces and supersedes the Original Memorandum and Second Amended Memorandum, effective as of the date this Third Amended Memorandum is recorded in the Official Records of San Joaquin County.

The Lease provides for the addition of property to the Lease and an updated amount of acreage as described in the Lease.

In addition, the Lease is amended to update Notices for the Landlord.

This Third Amended Memorandum may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

The sole purpose of this Third Amended Memorandum is to give notice of the Lease, along with the terms, covenants and conditions thereto, to the same extent as if the Lease were fully set forth herein, and this Third Amended Memorandum is subject to all the terms, conditions and provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Third Amended Memorandum effective as of the date first above written.

LANDLORD

CALIFIA, LLC, a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

TENANT

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:

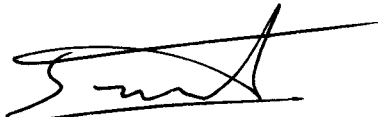
By:  _____
Name: Salvador V. Navarrete
Its: City Attorney

EXHIBIT A TO THIRD AMENDED MEMORANDUM
Legal Description (See Attached)

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE (SPRAY FIELD SITE 63):

BEING A PORTION OF TRACT 4, AS SAID TRACT 4 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID TRACT 4 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE OF SAID TRACT 4, SOUTH 43°46'52" WEST 75.32 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 46°13'08" WEST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 3,531.35 FEET;

THENCE, NORTH 48°52'13" WEST 1,653.70 FEET;

THENCE, NORTH 48°21'56" EAST 1,896.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 126.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°34'27", AN ARC DISTANCE OF 118.07 FEET;
THENCE, SOUTH 74°51'25" EAST 67.42 FEET;

THENCE, SOUTH 68°30'40" EAST 164.62 FEET;

THENCE, ALONG THE ARC OF A TANGENT 153.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°11'08", AN ARC DISTANCE OF 62.23 FEET;

THENCE, ALONG THE ARC OF A REVERSE 271.11 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°41'48" EAST, THROUGH A CENTRAL ANGLE OF 20°48'10", AN ARC DISTANCE OF 98.43 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 537.36 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 19°08'22" WEST, THROUGH A CENTRAL ANGLE OF 13°03'43", AN ARC DISTANCE OF 122.50 FEET;
THENCE, SOUTH 53°19'54" EAST 92.87 FEET;

THENCE, ALONG THE ARC OF A TANGENT 117.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°25'18", AN ARC DISTANCE OF 74.51 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 57.42 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°14'48" EAST, THROUGH A CENTRAL ANGLE OF 56°28'06", AN ARC DISTANCE OF 56.59 FEET;

THENCE, NORTH 38°50'31" EAST 194.90 FEET;

THENCE, NORTH 47°27'17" EAST 188.69 FEET;

THENCE, ALONG THE ARC OF A TANGENT 409.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°24'56", AN ARC DISTANCE OF 174.67 FEET;

THENCE, NORTH 78°30'42" EAST 107.29 FEET;

THENCE, ALONG THE ARC OF A TANGENT 285.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°08'09", AN ARC DISTANCE OF 125.42 FEET;

THENCE, NORTH 46°20'55" EAST 339.53 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°49'07" EAST, THROUGH A CENTRAL ANGLE OF 151°13'59", AN ARC DISTANCE OF 263.95 FEET;

THENCE, SOUTH 55°18'59" EAST 527.74 FEET TO THE POINT OF BEGINNING.
CONTAINING 98.8 ACRES OF LAND, MORE OR LESS.

PARCEL TWO (SPRAY FIELD SITE 64):

BEING A PORTION OF TRACT 18, AS SAID TRACT 18 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID TRACT 18 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID TRACT 18, SOUTH 43°46'52" WEST 81.03 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 46°13'08" EAST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 1,095.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'36" EAST, THROUGH A CENTRAL ANGLE OF 07°57'48", AN ARC DISTANCE OF 384.30 FEET;

THENCE, SOUTH 58°34'12" EAST 874.02 FEET;

THENCE, NORTH 43°52'20" EAST 1,332.83 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 180.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°07'41" EAST, THROUGH A CENTRAL ANGLE OF 83°44'34", AN ARC DISTANCE OF 233.85 FEET;

THENCE, NORTH 62°30'55" WEST 189.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 640.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°35'49", AN ARC DISTANCE OF 98.03 FEET;

THENCE, NORTH 53°55'06" WEST 357.70 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°13'44", AN ARC DISTANCE OF 315.05 FEET;

THENCE, SOUTH 67°51'10" WEST 119.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°37'28", AN ARC DISTANCE OF 163.79 FEET;

CONTAINING 39.2 ACRES OF LAND, MORE OR LESS.

PARCEL THREE (SPRAY FIELD SITE 68):

BEING A PORTION OF TRACT 24, AS SAID TRACT 24 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN CORNER OF SAID TRACT 24 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWESTERN LINE OF SAID TRACT 24, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 38°17'40" WEST 74.82 FEET, AND
- 2) NORTH 34°17'07" WEST 181.54 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, AND
- 3) FROM SAID POINT OF BEGINNING, NORTH 34°17'07" WEST 873.94 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 56°22'56" EAST 97.50 FEET;

THENCE, NORTH 50°23'35" EAST 1,543.79 FEET;

THENCE, SOUTH 38°36'25" EAST 22.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 123.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°14'39", AN ARC DISTANCE OF 150.80 FEET;

THENCE, NORTH 70°08'56" EAST 36.15 FEET;

THENCE, SOUTH 19°51'04" EAST 248.99 FEET;

THENCE, ALONG THE ARC OF A TANGENT 720.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°43'25", AN ARC DISTANCE OF 380.95 FEET;
THENCE, SOUTH 48°34'29" EAST 121.35 FEET TO A POINT THAT BEARS NORTH 50°23'35" EAST 1,738.44 FEET FROM SAID POINT OF BEGINNING;

THENCE, SOUTH 50°23'35" WEST 1,738.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.7 ACRES OF LAND, MORE OR LESS.

PARCEL FOUR (SPRAY FIELD SITE A34):

BEING A PORTION OF PARCEL 4, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL IS ALSO SHOWN AS TRACT 18 ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE MOST WESTERN CORNER OF SPRAY FIELD SITE 64, AS SAID SPRAY FIELD SITE 64 IS DESCRIBED IN THE DEED FOR EASEMENTS TO THE CITY OF LATHROP, RECORDED JULY 7, 2008, AS DOCUMENT NUMBER 2008-147087, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID SPRAY FIELD SITE 64, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'38" EAST, THROUGH A CENTRAL ANGLE OF 3°29'07", AN ARC DISTANCE OF 168.19 FEET TO THE POINT OF BEGINNING;
- 2) FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°54'29" EAST, THROUGH A CENTRAL ANGLE OF 4°28'41", AN ARC DISTANCE OF 218.10 FEET;
- 3) SOUTH 66°34'12" EAST 853.56 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, SOUTH 33°31'07" WEST 1,543.53 FEET;

THENCE SOUTH 45°10'38" WEST 13.53 FEET;

THENCE NORTH 66°50'49" WEST 1,522.08 FEET TO A POINT ON A LINE THAT IS 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE NORTHWESTERN LINE OF SAID TRACT 18;

THENCE, ALONG A LINE PARALLEL WITH AND 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE TO THE NORTHWESTERN LINE OF SAID TRACT 18, NORTH 43°46'52" EAST 1,374.28 FEET;

THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHERLY A RADIUS OF 207.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°38'42" EAST, THROUGH A CENTRAL ANGLE OF 94°58'25", AN ARC DISTANCE OF 343.12 FEET;

CONTAINING 48.8 ACRES, MORE OR LESS.

PARCEL FIVE (SPAY FIELD SITE A32-1)

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT 3 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004 IN BOOK 35 OF SURVEYS AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF SAID TRACT 3;

THENCE ALONG THE NORTH LINE OF SAID TRACT 3, NORTH 55° 24 '56" WEST FOR A DISTANCE OF 26.49 FEET TO AN ANGLE POINT IN SAID NORTH LINE;

THENCE CONTINUING ALONG THE NORTH LINE, NORTH 77° 53' 29" WEST FOR A DISTANCE OF 17.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 36.46 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 446.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 311.00 FEET, THROUGH AN ANGLE OF 26° 27' 59", AND AN ARC DISTANCE OF 143.66 FEET;

THENCE, SOUTH 73° 12' 41" WEST FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 189.00 FEET, THROUGH AN ANGLE OF 23° 00' 45", AND AN ARC DISTANCE OF 75.91 FEET;

THENCE, SOUTH 50° 11' 56" WEST FOR A DISTANCE OF 135.11 FEET TO THE BEGINNING OF TANGENT A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 689.00 FEET, THROUGH AN ANGLE OF 12° 18' 52", AND AN ARC DISTANCE OF 148.08 FEET;

THENCE, SOUTH 37° 53' 04" WEST FOR A DISTANCE OF 24.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 23° 16' 42", AND AN ARC DISTANCE OF 24.78 FEET;

THENCE, SOUTH 61° 09' 45" WEST FOR A DISTANCE OF 79.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 22° 05' 14", AND AN ARC DISTANCE OF 23.52 FEET;

THENCE, SOUTH 83° 14' 59" WEST FOR A DISTANCE OF 47.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 07° 34' 50" WEST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 48.87 FEET, THROUGH AN ANGLE OF 38° 25' 13", AND AN ARC DISTANCE OF 32.77 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 3142.62 FEET, THROUGH AN ANGLE OF 01° 39' 37", AND AN ARC DISTANCE OF 91.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 349.11 FEET, THROUGH AN ANGLE OF 17° 39' 19", AND AN ARC DISTANCE OF 107.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE.

THENCE, NORTH 74° 50' 34" WEST FOR A DISTANCE OF 310.42 FEET;

THENCE, NORTH 77° 23' 47" WEST FOR A DISTANCE OF 33.40 FEET;

THENCE, NORTH 70° 56' 32" WEST FOR A DISTANCE OF 35.47 FEET;

THENCE, NORTH 43° 15' 11" WEST FOR A DISTANCE OF 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 29° 38' 19" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 337.68 FEET, THROUGH AN ANGLE OF 25° 31' 26", AND AN ARC DISTANCE OF 150.43 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 32° 33' 58" WEST FOR A DISTANCE OF 66.35 FEET;

THENCE, NORTH 34° 34' 55" WEST FOR A DISTANCE OF 297.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 57° 04' 00" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 109.15 FEET, THROUGH AN ANGLE OF 84° 34' 12", AND AN ARC DISTANCE OF 161.11 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 80° 07' 14" EAST FOR A DISTANCE OF 86.38 FEET;

THENCE, NORTH 67° 48' 08" EAST FOR A DISTANCE OF 27.98 FEET;

THENCE, NORTH 43° 17' 52" EAST FOR A DISTANCE OF 18.24 FEET;

THENCE, NORTH 69° 04' 21" EAST FOR A DISTANCE OF 24.24 FEET;

THENCE, NORTH 53° 12' 06" EAST FOR A DISTANCE OF 181.15 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 518.50 FEET, THROUGH AN ANGLE OF 09° 19' 17", AND AN ARC DISTANCE OF 84.35 FEET;

THENCE, NORTH 62° 31' 23" EAST FOR A DISTANCE OF 167.47 FEET TO A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 3;

THENCE ALONG SAID PARALLEL LINE, SOUTH 77° 53' 29" EAST A DISTANCE OF 1,426.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.875 ACRES, 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

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330

*Recording of this document is fee-exempt
 under Government Code Section 6103*

Documentary Transfer Tax: \$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIRD AMENDED MEMORANDUM OF LEASE WITH OPTION TO PURCHASE

This Third Amended Memorandum of Lease with Option to Purchase ("**Third Amended Memorandum**") dated as of July 12, 2021, is made and entered into for good and valuable consideration by and between CALIFIA, LLC, a California limited liability company ("**Landlord**") and THE CITY OF LATHROP, a municipal corporation ("**Tenant**"), for the purpose of memorializing the terms, covenants, conditions, limitations and restrictions contained in that certain Lease with Option to Purchase dated June 2, 2006, as amended by that certain First Amendment to Lease with Option to Purchase dated June 2, 2006, and that certain Second Amendment to Lease with Option to Purchase dated August 13, 2018, and that certain Third Amendment to Lease with Option to Purchase dated July 12, 2021, collectively the "**Lease**", covering that certain real property described in Exhibit "A" attached hereto ("**Property**").

Landlord and Tenant executed that certain Amended Memorandum of Lease with Option to Purchase ("Original Memorandum"), which Original Memorandum was recorded in the Official Records of the County of San Joaquin on June 2, 2006, as Instrument No. 2006-119381 and executed that certain Second Amended Memorandum of Lease with Option to Purchase ("Second Amendment Memorandum"), which Second Amendment Memorandum was recorded in the Official Records of the County of San Joaquin on August 27, 2018, as Instrument No. 2018-095234. This Third Amended Memorandum replaces and supersedes the Original Memorandum and Second Amended Memorandum, effective as of the date this Third Amended Memorandum is recorded in the Official Records of San Joaquin County.

The Lease provides for the addition of property to the Lease and an updated amount of acreage as described in the Lease.

In addition, the Lease is amended to update Notices for the Landlord.

This Third Amended Memorandum may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

The sole purpose of this Third Amended Memorandum is to give notice of the Lease, along with the terms, covenants and conditions thereto, to the same extent as if the Lease were fully set forth herein, and this Third Amended Memorandum is subject to all the terms, conditions and provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Third Amended Memorandum effective as of the date first above written.

LANDLORD

CALIFIA, LLC, a California limited liability company

By: _____
Name: Susan Dell'Osso
Its: President

TENANT

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:

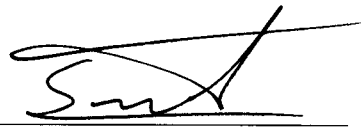
By:  _____
Name: Salvador V. Navarrete
Its: City Attorney

EXHIBIT A TO THIRD AMENDED MEMORANDUM
Legal Description (See Attached)

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE (SPRAY FIELD SITE 63):

BEING A PORTION OF TRACT 4, AS SAID TRACT 4 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID TRACT 4 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE OF SAID TRACT 4, SOUTH 43°46'52" WEST 75.32 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 46°13'08" WEST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 3,531.35 FEET;

THENCE, NORTH 46°52'13" WEST 1,653.76 FEET;

THENCE, NORTH 48°21'56" EAST 1,896.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 126.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°34'27", AN ARC DISTANCE OF 118.07 FEET;
THENCE, SOUTH 74°51'25" EAST 67.42 FEET;

THENCE, SOUTH 68°30'40" EAST 164.62 FEET;

THENCE, ALONG THE ARC OF A TANGENT 153.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°11'08", AN ARC DISTANCE OF 62.23 FEET;

THENCE, ALONG THE ARC OF A REVERSE 271.11 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°41'48" EAST, THROUGH A CENTRAL ANGLE OF 20°48'10", AN ARC DISTANCE OF 96.43 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 537.36 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 19°06'22" WEST, THROUGH A CENTRAL ANGLE OF 13°03'43", AN ARC DISTANCE OF 122.50 FEET;
THENCE, SOUTH 53°19'54" EAST 82.87 FEET;

THENCE, ALONG THE ARC OF A TANGENT 117.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°25'18", AN ARC DISTANCE OF 74.51 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 57.42 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°14'48" EAST, THROUGH A CENTRAL ANGLE OF 66°28'06", AN ARC DISTANCE OF 56.59 FEET;

THENCE, NORTH 38°50'31" EAST 194.80 FEET;

THENCE, NORTH 47°27'17" EAST 188.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 409.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°24'56", AN ARC DISTANCE OF 174.67 FEET;

THENCE, NORTH 76°30'42" EAST 107.29 FEET;

THENCE, ALONG THE ARC OF A TANGENT 285.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°08'09", AN ARC DISTANCE OF 125.42 FEET;

THENCE, NORTH 46°20'56" EAST 339.53 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°49'07" EAST, THROUGH A CENTRAL ANGLE OF 151°13'59", AN ARC DISTANCE OF 263.95 FEET;

THENCE, SOUTH 55°18'59" EAST 527.74 FEET TO THE POINT OF BEGINNING.
CONTAINING 96.8 ACRES OF LAND, MORE OR LESS.

PARCEL TWO (SPRAY FIELD SITE 64):

BEING A PORTION OF TRACT 18, AS SAID TRACT 18 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID TRACT 18 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID TRACT 18, SOUTH 43°46'52" WEST 81.03 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 46°13'06" EAST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 1,095.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'36" EAST, THROUGH A CENTRAL ANGLE OF 07°57'48", AN ARC DISTANCE OF 384.30 FEET;

THENCE, SOUTH 56°34'12" EAST 874.02 FEET;

THENCE, NORTH 43°52'20" EAST 1,332.83 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 180.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°07'41" EAST, THROUGH A CENTRAL ANGLE OF 83°44'34", AN ARC DISTANCE OF 233.85 FEET;

THENCE, NORTH 82°30'55" WEST 189.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 640.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°35'49", AN ARC DISTANCE OF 98.03 FEET;

THENCE, NORTH 53°55'06" WEST 357.70 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°13'44", AN ARC DISTANCE OF 315.05 FEET;

THENCE, SOUTH 67°51'10" WEST 119.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°37'28", AN ARC DISTANCE OF 163.79 FEET;

CONTAINING 39.2 ACRES OF LAND, MORE OR LESS.

PARCEL THREE (SPRAY FIELD SITE 68):

BEING A PORTION OF TRACT 24, AS SAID TRACT 24 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN CORNER OF SAID TRACT 24 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWESTERN LINE OF SAID TRACT 24, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 38°17'40" WEST 74.82 FEET, AND
- 2) NORTH 34°17'07" WEST 181.54 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, AND
- 3) FROM SAID POINT OF BEGINNING, NORTH 34°17'07" WEST 873.94 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 56°22'56" EAST 97.50 FEET;

THENCE, NORTH 50°23'35" EAST 1,543.79 FEET;

THENCE, SOUTH 39°36'25" EAST 22.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 123.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°14'39", AN ARC DISTANCE OF 150.80 FEET;

THENCE, NORTH 70°08'56" EAST 36.15 FEET;

THENCE, SOUTH 18°51'04" EAST 248.99 FEET;

THENCE, ALONG THE ARC OF A TANGENT 720.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°43'25", AN ARC DISTANCE OF 360.95 FEET;
THENCE, SOUTH 48°34'29" EAST 121.35 FEET TO A POINT THAT BEARS NORTH 50°23'35" EAST 1,738.44 FEET FROM SAID POINT OF BEGINNING;

THENCE, SOUTH 50°23'35" WEST 1,738.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.7 ACRES OF LAND, MORE OR LESS,

PARCEL FOUR (SPRAY FIELD SITE A34):

BEING A PORTION OF PARCEL 4, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL IS ALSO SHOWN AS TRACT 18 ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE MOST WESTERN CORNER OF SPRAY FIELD SITE 64, AS SAID SPRAY FIELD SITE 64 IS DESCRIBED IN THE DEED FOR EASEMENTS TO THE CITY OF LATHROP, RECORDED JULY 7, 2008, AS DOCUMENT NUMBER 2008-147087, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID SPRAY FIELD SITE 64, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'38" EAST, THROUGH A CENTRAL ANGLE OF 3°29'07", AN ARC DISTANCE OF 188.19 FEET TO THE POINT OF BEGINNING;
- 2) FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°54'29" EAST, THROUGH A CENTRAL ANGLE OF 4°28'41", AN ARC DISTANCE OF 218.10 FEET;
- 3) SOUTH 66°34'12" EAST 853.56 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, SOUTH 33°31'07" WEST 1,543.53 FEET;

THENCE SOUTH 45°10'38" WEST 13.53 FEET;

THENCE NORTH 66°50'49" WEST 1,522.06 FEET TO A POINT ON A LINE THAT IS 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE NORTHWESTERN LINE OF SAID TRACT 18;

THENCE, ALONG A LINE PARALLEL WITH AND 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE TO THE NORTHWESTERN LINE OF SAID TRACT 18, NORTH 43°46'52" EAST 1,374.29 FEET;

THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHERLY A RADIUS OF 207.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°38'42" EAST, THROUGH A CENTRAL ANGLE OF 94°58'25", AN ARC DISTANCE OF 343.12 FEET;

CONTAINING 48.8 ACRES, MORE OR LESS.

PARCEL FIVE (SPAY FIELD SITE A32-1)

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT 3 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004 IN BOOK 35 OF SURVEYS AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF SAID TRACT 3;

THENCE ALONG THE NORTH LINE OF SAID TRACT 3, NORTH 55° 24 '56" WEST FOR A DISTANCE OF 26.49 FEET TO AN ANGLE POINT IN SAID NORTH LINE;

THENCE CONTINUING ALONG THE NORTH LINE, NORTH 77° 53' 29" WEST FOR A DISTANCE OF 17.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 36.46 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 446.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 311.00 FEET, THROUGH AN ANGLE OF 26° 27' 59", AND AN ARC DISTANCE OF 143.66 FEET;

THENCE, SOUTH 73° 12' 41" WEST FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 189.00 FEET, THROUGH AN ANGLE OF 23° 00' 45", AND AN ARC DISTANCE OF 75.91 FEET;

THENCE, SOUTH 50° 11' 56" WEST FOR A DISTANCE OF 135.11 FEET TO THE BEGINNING OF TANGENT A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 689.00 FEET, THROUGH AN ANGLE OF 12° 18' 52", AND AN ARC DISTANCE OF 148.08 FEET;

THENCE, SOUTH 37° 53' 04" WEST FOR A DISTANCE OF 24.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 23° 16' 42", AND AN ARC DISTANCE OF 24.78 FEET;

THENCE, SOUTH 61° 09' 45" WEST FOR A DISTANCE OF 79.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 22° 05' 14", AND AN ARC DISTANCE OF 23.52 FEET;

THENCE, SOUTH 83° 14' 59" WEST FOR A DISTANCE OF 47.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 07° 34' 50" WEST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 48.87 FEET, THROUGH AN ANGLE OF 38° 25' 13", AND AN ARC DISTANCE OF 32.77 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 3142.62 FEET, THROUGH AN ANGLE OF 01° 39' 37", AND AN ARC DISTANCE OF 91.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 349.11 FEET, THROUGH AN ANGLE OF 17° 39' 19", AND AN ARC DISTANCE OF 107.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE.

THENCE, NORTH 74° 50' 34" WEST FOR A DISTANCE OF 310.42 FEET;

THENCE, NORTH 77° 23' 47" WEST FOR A DISTANCE OF 33.40 FEET;

THENCE, NORTH 70° 56' 32" WEST FOR A DISTANCE OF 35.47 FEET;

THENCE, NORTH 43° 15' 11" WEST FOR A DISTANCE OF 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 29° 38' 19" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 337.68 FEET, THROUGH AN ANGLE OF 25° 31' 26", AND AN ARC DISTANCE OF 150.43 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 32° 33' 58" WEST FOR A DISTANCE OF 66.35 FEET;

THENCE, NORTH 34° 34' 55" WEST FOR A DISTANCE OF 297.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 57° 04' 00" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 109.15 FEET, THROUGH AN ANGLE OF 84° 34' 12", AND AN ARC DISTANCE OF 161.11 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 80° 07' 14" EAST FOR A DISTANCE OF 86.38 FEET;

THENCE, NORTH 67° 48' 08" EAST FOR A DISTANCE OF 27.98 FEET;

THENCE, NORTH 43° 17' 52" EAST FOR A DISTANCE OF 18.24 FEET;

THENCE, NORTH 69° 04' 21" EAST FOR A DISTANCE OF 24.24 FEET;

THENCE, NORTH 53° 12' 06" EAST FOR A DISTANCE OF 181.15 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 518.50 FEET, THROUGH AN ANGLE OF 09° 19' 17", AND AN ARC DISTANCE OF 84.35 FEET;

THENCE, NORTH 62° 31' 23" EAST FOR A DISTANCE OF 167.47 FEET TO A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 3;

THENCE ALONG SAID PARALLEL LINE, SOUTH 77° 53' 29" EAST A DISTANCE OF 1,426.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.875 ACRES, 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

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
*Recording of this document is fee-exempt
 under Government Code Section 6103*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NON-DISTURBANCE AND CONSENT AGREEMENT

THIS NON-DISTURBANCE AND CONSENT AGREEMENT ("**Agreement**"), dated as of _____, 2021, between the CITY OF LATHROP, a municipal corporation ("**Lessee**"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association ("**Lender**"), having its principal place of business at 650 Town Center Drive, Suite 600, Costa Mesa, California 92626. CALIFIA, LLC, a California limited liability company ("**Lessor**"), shall be an express third-party beneficiary of this Agreement.

RECITALS

1. Lessee and Lessor are among the parties to that certain Agreement among the City of Lathrop; Lathrop Land Development Company, Inc.; TCN Properties, L.P. ("**TCN**"); Pulte Homes, Inc.; Shea Homes, L.P., a California limited partnership; and Califia, LLC, dba River Islands at Lathrop for Lease of Specific Lands for Use as Reclaimed Water Spray Fields, dated as of July 12, 2005 ("**Sprayfield Agreement**"), pursuant to which, among other things:
 - a. Lessee is the lessee under that certain Lease with Option to Purchase dated June 2, 2006, executed between Lessee and Lessor, as amended by that certain First Amendment to Lease with Option to Purchase dated June 2, 2006 ("**First Amendment**"), and by that certain Second Amendment to Lease with Option to Purchase dated August 13, 2018 ("**Second Amendment**") (the lease and all amendments thereto are hereinafter referred to as the "**Lease**"), covering all or a portion of property located in San Joaquin County, California, and legally described on Exhibit A attached hereto and made a part hereof ("**Property**");
 - b. Lessor confers to Lessee reciprocal easements over and across farm roads on adjacent property of Lessor for Lessee's use to access monitoring wells maintained on Lessor's property, to which Lessee requires access in order to reuse reclaimed water on the Property. Lessee also requires access to a portion of the Property in the form attached as Exhibit C-4 to the Lease¹ ("**Access Easements**").

¹ This exhibit is missing from the Lease.

2. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Sprayfield Agreement or the Lease.
3. Lender has made a loan (“**Loan**”) to Lessor which is secured, in part, by the lien of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded on April 16, 2020, as Document Number 2020-046455 in the Official Records of San Joaquin County, California, encumbering the Property and the other property described therein (“**Mortgage**”) and an assignment of all leases of and rents from the Property.
4. Lessee has requested, and Lender has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Lessee hereby represents, acknowledges and agrees as follows:
 - a. Neither the Sprayfield Agreement nor the Lease has been amended, modified or extended as of the date Lessee executes this Agreement.
 - b. The Lease does not contain any options to purchase and/or lease additional space, rights of first refusal to purchase and/or lease additional space, except as follows:

The Lease includes an option in favor of Lessee to purchase the Property as described in Section 23 of the Lease, as amended by Section 3 of the First Amendment to Lease with Option to Purchase.
 - c. The term of the Lease commenced on June 2, 2006, and will terminate on the date that is twenty (29) years thereafter, terminating on June 1, 2035.
 - d. The rent payment for the entire term of the Lease is \$70,000 per gross acre of the River Islands Parcel times the number of acres to be used by the Mossdale Developers as reflected in Exhibit D-2 to the Sprayfield Agreement upon Final Close of Escrow, which is all due and payable on or before the Final Close of Escrow. Upon Final Close of Escrow, Rent will have been prepaid through the expiration date of the Lease. Escrow has closed, and no additional rent is due from the Third Amendment to the Sprayfield Lease Agreement.
 - e. The Lease, the Sprayfield Agreement and the Easements are in full force and effect, or will be in force and effect upon Final Close of Escrow. As of the time Lessee executes this Agreement, Lessee has no existing claims, defenses or offsets under the Lease, the Sprayfield Agreement or the Easements against Lessor, no uncured default exists under the Lease, the Sprayfield Agreement or the Easements, and no event has occurred that would, except for the lapse of time, give rise to the giving of notice or both, constitute a default.

- f. No cancellation, modification, amendment, extension, or assignment of the Sprayfield Agreement, the Lease or the Easements, and no subletting of the Lease, shall be made without Lender's prior written consent other than as provided in Section 16.1 (Assignment and Subleasing) of the Lease.
 - g. Lessee acknowledges that the Lease and the Easements, and all terms thereof, including without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.
 - h. In the event that Lender shall succeed to the interest of Lessor under the Lease and/or the Easements and there exists no default or event which, with the passage of time or the giving of notice or both, would constitute a default by Lessee under the Lease and/or the Easements and Lessee has not amended the Sprayfield Agreement, the Lease or the Easements without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Lessee's possession of the leased premises for the unexpired term of the Lease or disturb or otherwise interfere with Lessee's rights under the Lease or the Easements, provided that Lender shall not be:
 - i. liable for any act or omission of Lessor or any prior lessor under the Lease, the Sprayfield Agreement or the Easements;
 - ii. bound by any amendment or modification of the Sprayfield Agreement, the Lease or the Easements made without Lender's prior written consent; or
 - iii. liable for any security deposit Lessee might have paid to Lessor or any prior lessor, except to the extent Lender has actually received said security deposit.
 - i. Prior to terminating the Lease or the Sprayfield Agreement due to a default by Lessor thereunder, Lessee agrees to notify Lender of such default and give Lender the opportunity (but Lender shall have no obligation) to cure such default within thirty (30) days of Lender's receipt of such notice or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter.
2. Upon exercise of the Option pursuant to Section 23 of the Lease (as amended by Section 3 of the First Amendment) and purchase of the Fee Title to the Property by Lessee in the manner described in that Section 23, Lender shall release the Property from the lien of the Mortgage.

3. Lender hereby consents to Lessor and Lessee (and the other parties thereto) entering and carrying out the terms and provisions contained in the Sprayfield Agreement and the Lease.
4. This Agreement may be modified only in writing duly executed by both parties.
5. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LESSEE:

CITY OF LATHROP

By: _____

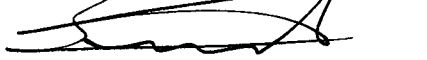
Name: Stephen J. Salvatore

Its: City Manager

Attest:

Teresa Vargas, City Clerk

Approved as to form:



Salvador Navarrete, City Attorney

LENDER:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
a national banking association

By: _____

Name: _____

Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE (SPRAY FIELD SITE 63):

BEING A PORTION OF TRACT 4, AS SAID TRACT 4 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN CORNER OF SAID TRACT 4 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHEASTERN LINE OF SAID TRACT 4, SOUTH 43°46'52" WEST 75.32 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, NORTH 46°13'08" WEST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 3,531.35 FEET;

THENCE, NORTH 48°52'13" WEST 1,653.76 FEET;

THENCE, NORTH 48°21'56" EAST 1,896.56 FEET;

**THENCE, ALONG THE ARC OF A TANGENT 126.27 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°34'27", AN ARC DISTANCE OF 118.07 FEET;
THENCE, SOUTH 74°51'25" EAST 67.42 FEET;**

THENCE, SOUTH 68°30'40" EAST 164.62 FEET;

THENCE, ALONG THE ARC OF A TANGENT 153.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°11'06", AN ARC DISTANCE OF 62.23 FEET;

THENCE, ALONG THE ARC OF A REVERSE 271.11 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°41'48" EAST, THROUGH A CENTRAL ANGLE OF 20°48'10", AN ARC DISTANCE OF 96.43 FEET;

**THENCE, ALONG THE ARC OF A COMPOUND 537.36 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 19°06'22" WEST, THROUGH A CENTRAL ANGLE OF 13°03'43", AN ARC DISTANCE OF 122.60 FEET;
THENCE, SOUTH 53°19'54" EAST 62.87 FEET;**

THENCE, ALONG THE ARC OF A TANGENT 117.21 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°25'18", AN ARC DISTANCE OF 74.51 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 57.42 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°14'48" EAST, THROUGH A CENTRAL ANGLE OF 56°28'08", AN ARC DISTANCE OF 56.59 FEET;

THENCE, NORTH 38°50'31" EAST 194.90 FEET;

THENCE, NORTH 47°27'17" EAST 188.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 409.90 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°24'56", AN ARC DISTANCE OF 174.67 FEET;

THENCE, NORTH 78°30'42" EAST 107.29 FEET;

THENCE, ALONG THE ARC OF A TANGENT 285.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°08'09", AN ARC DISTANCE OF 125.42 FEET;

THENCE, NORTH 46°20'55" EAST 339.53 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 70°49'07" EAST, THROUGH A CENTRAL ANGLE OF 151°13'59", AN ARC DISTANCE OF 263.95 FEET;

THENCE, SOUTH 55°18'59" EAST 527.74 FEET TO THE POINT OF BEGINNING.
CONTAINING 98.8 ACRES OF LAND, MORE OR LESS.

PARCEL TWO (SPRAY FIELD SITE 64):

BEING A PORTION OF TRACT 18, AS SAID TRACT 18 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN CORNER OF SAID TRACT 18 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE OF SAID TRACT 18, SOUTH 43°46'52" WEST 81.03 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 46°13'06" EAST 30.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 43°46'52" WEST 1,095.88 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 2,785.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'36" EAST, THROUGH A CENTRAL ANGLE OF 07°57'48", AN ARC DISTANCE OF 384.30 FEET;

THENCE, SOUTH 56°34'12" EAST 874.02 FEET;

THENCE, NORTH 43°52'20" EAST 1,332.83 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 160.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°07'41" EAST, THROUGH A CENTRAL ANGLE OF 83°44'34", AN ARC DISTANCE OF 233.85 FEET;

THENCE, NORTH 82°30'55" WEST 189.75 FEET;

THENCE, ALONG THE ARC OF A TANGENT 640.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°35'49", AN ARC DISTANCE OF 98.03 FEET;

THENCE, NORTH 53°55'06" WEST 357.70 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°13'44", AN ARC DISTANCE OF 315.05 FEET;

THENCE, SOUTH 67°51'10" WEST 119.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°37'28", AN ARC DISTANCE OF 163.79 FEET;

CONTAINING 39.2 ACRES OF LAND, MORE OR LESS.

PARCEL THREE (SPRAY FIELD SITE 68):

BEING A PORTION OF TRACT 24, AS SAID TRACT 24 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN CORNER OF SAID TRACT 24 (35 SURVEYS 142);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHWESTERN LINE OF SAID TRACT 24, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 38°17'40" WEST 74.82 FEET, AND
- 2) NORTH 34°17'07" WEST 181.54 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, AND
- 3) FROM SAID POINT OF BEGINNING, NORTH 34°17'07" WEST 873.94 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 56°22'56" EAST 97.50 FEET;

THENCE, NORTH 50°23'35" EAST 1,543.79 FEET;

THENCE, SOUTH 39°36'25" EAST 22.22 FEET;

THENCE, ALONG THE ARC OF A TANGENT 123.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°14'39", AN ARC DISTANCE OF 150.80 FEET;

THENCE, NORTH 70°08'56" EAST 36.15 FEET;

THENCE, SOUTH 18°51'04" EAST 248.99 FEET;

THENCE, ALONG THE ARC OF A TANGENT 720.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°43'25", AN ARC DISTANCE OF 360.96 FEET;
THENCE, SOUTH 48°34'29" EAST 121.35 FEET TO A POINT THAT BEARS NORTH 50°23'35" EAST 1,738.44 FEET FROM SAID POINT OF BEGINNING;

THENCE, SOUTH 50°23'35" WEST 1,738.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.7 ACRES OF LAND, MORE OR LESS.

PARCEL FOUR (SPRAY FIELD SITE A34):

BEING A PORTION OF PARCEL 4, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO CALIFIA, LLC, RECORDED MARCH 30, 2001, AS DOCUMENT NUMBER 2001-046177, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL IS ALSO SHOWN AS TRACT 18 ON THE RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE MOST WESTERN CORNER OF SPRAY FIELD SITE 64, AS SAID SPRAY FIELD SITE 64 IS DESCRIBED IN THE DEED FOR EASEMENTS TO THE CITY OF LATHROP, RECORDED JULY 7, 2006, AS DOCUMENT NUMBER 2006-147087, SAN JOAQUIN COUNTY RECORDS;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID SPRAY FIELD SITE 64, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 41°23'38" EAST, THROUGH A CENTRAL ANGLE OF 3°28'07", AN ARC DISTANCE OF 168.19 FEET TO THE POINT OF BEGINNING;
- 2) FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID NON-TANGENT 2,765.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°54'29" EAST, THROUGH A CENTRAL ANGLE OF 4°28'41", AN ARC DISTANCE OF 216.10 FEET;
- 3) SOUTH 66°34'12" EAST 863.66 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, SOUTH 33°31'07" WEST 1,543.63 FEET;

THENCE SOUTH 45°10'38" WEST 13.63 FEET;

THENCE NORTH 66°50'49" WEST 1,522.06 FEET TO A POINT ON A LINE THAT IS 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE NORTHWESTERN LINE OF SAID TRACT 18;

THENCE, ALONG A LINE PARALLEL WITH AND 30 FEET SOUTHEAST, MEASURED AT A RIGHT ANGLE, TO THE TO THE NORTHWESTERN LINE OF SAID TRACT 18, NORTH 43°46'52" EAST 1,374.29 FEET;

THENCE, ALONG A NON-TANGENT CURVE CONCAVE NORTHERLY A RADIUS OF 207.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 34°36'42" EAST, THROUGH A CENTRAL ANGLE OF 94°58'25", AN ARC DISTANCE OF 343.12 FEET;

CONTAINING 48.8 ACRES, MORE OR LESS.

PARCEL FIVE (SPAY FIELD SITE A32-1)

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT 3 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 4, 2004 IN BOOK 35 OF SURVEYS AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF SAID TRACT 3;

THENCE ALONG THE NORTH LINE OF SAID TRACT 3, NORTH 55° 24 '56" WEST FOR A DISTANCE OF 26.49 FEET TO AN ANGLE POINT IN SAID NORTH LINE;

THENCE CONTINUING ALONG THE NORTH LINE, NORTH 77° 53' 29" WEST FOR A DISTANCE OF 17.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 36.46 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING SOUTH 46° 44' 42" WEST FOR A DISTANCE OF 446.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 311.00 FEET, THROUGH AN ANGLE OF 26° 27' 59", AND AN ARC DISTANCE OF 143.66 FEET;

THENCE, SOUTH 73° 12' 41" WEST FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 189.00 FEET, THROUGH AN ANGLE OF 23° 00' 45", AND AN ARC DISTANCE OF 75.91 FEET;

THENCE, SOUTH 50° 11' 56" WEST FOR A DISTANCE OF 135.11 FEET TO THE BEGINNING OF TANGENT A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 689.00 FEET, THROUGH AN ANGLE OF 12° 18' 52", AND AN ARC DISTANCE OF 148.08 FEET;

THENCE, SOUTH 37° 53' 04" WEST FOR A DISTANCE OF 24.66 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 23° 16' 42", AND AN ARC DISTANCE OF 24.78 FEET;

THENCE, SOUTH 61° 09' 45" WEST FOR A DISTANCE OF 79.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

EXHIBIT A-1

NON-DISTURBANCE AND CONSENT
City of Lathrop

THENCE ALONG SAID CURVE HAVING A RADIUS OF 61.00 FEET, THROUGH AN ANGLE OF 22° 05' 14", AND AN ARC DISTANCE OF 23.52 FEET;

THENCE, SOUTH 83° 14' 59" WEST FOR A DISTANCE OF 47.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 07° 34' 50" WEST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 48.87 FEET, THROUGH AN ANGLE OF 38° 25' 13", AND AN ARC DISTANCE OF 32.77 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 3142.62 FEET, THROUGH AN ANGLE OF 01° 39' 37", AND AN ARC DISTANCE OF 91.07 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 349.11 FEET, THROUGH AN ANGLE OF 17° 39' 19", AND AN ARC DISTANCE OF 107.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE.

THENCE, NORTH 74° 50' 34" WEST FOR A DISTANCE OF 310.42 FEET;

THENCE, NORTH 77° 23' 47" WEST FOR A DISTANCE OF 33.40 FEET;

THENCE, NORTH 70° 56' 32" WEST FOR A DISTANCE OF 35.47 FEET;

THENCE, NORTH 43° 15' 11" WEST FOR A DISTANCE OF 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 29° 38' 19" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 337.68 FEET, THROUGH AN ANGLE OF 25° 31' 26", AND AN ARC DISTANCE OF 150.43 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 32° 33' 58" WEST FOR A DISTANCE OF 66.35 FEET;

THENCE, NORTH 34° 34' 55" WEST FOR A DISTANCE OF 297.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE CENTER BEARS NORTH 57° 04' 00" EAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 109.15 FEET, THROUGH AN ANGLE OF 84° 34' 12", AND AN ARC DISTANCE OF 161.11 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, NORTH 80° 07' 14" EAST FOR A DISTANCE OF 86.38 FEET;

THENCE, NORTH 67° 48' 08" EAST FOR A DISTANCE OF 27.98 FEET;

THENCE, NORTH 43° 17' 52" EAST FOR A DISTANCE OF 18.24 FEET;

THENCE, NORTH 69° 04' 21" EAST FOR A DISTANCE OF 24.24 FEET;

EXHIBIT A-1

NON-DISTURBANCE AND CONSENT
City of Lathrop

THENCE, NORTH 53° 12' 06" EAST FOR A DISTANCE OF 181.15 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 518.50 FEET, THROUGH AN ANGLE OF 09° 19' 17", AND AN ARC DISTANCE OF 84.35 FEET;

THENCE, NORTH 62° 31' 23" EAST FOR A DISTANCE OF 167.47 FEET TO A LINE PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 3;

THENCE ALONG SAID PARALLEL LINE, SOUTH 77° 53' 29" EAST A DISTANCE OF 1,426.81 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26.875 ACRES, 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

EXHIBIT A-1

NON-DISTURBANCE AND CONSENT
City of Lathrop

EXHIBIT A-2

SPRAYFIELD SITES EXHIBIT

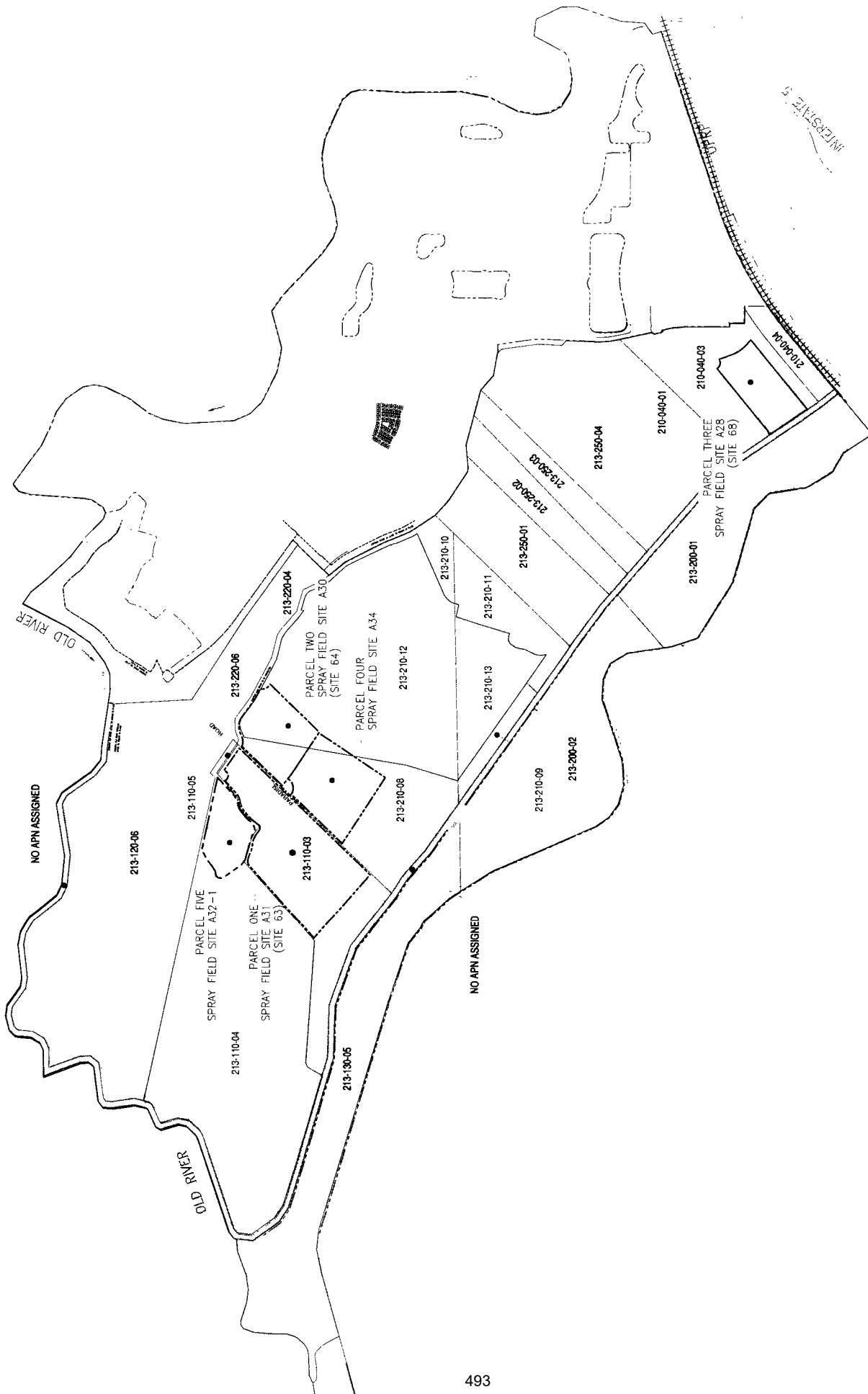


EXHIBIT A-2
SPRAYFIELD SITES
RIVER ISLANDS

CITY OF LATHROP
 SAN JOAQUIN COUNTY CALIFORNIA
 DATE: JUNE 24, 2021



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ITEM 4.16

CITY MANAGER'S REPORT JULY 12, 2021, CITY COUNCIL REGULAR MEETING

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT
4056 VILLAGE "DD2" WITHIN LAKESIDE WEST
DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4056
Village "DD2" within the Lakeside West District,
Totaling 80 Single Family Lots and Subdivision
Improvement Agreement with River Islands Stage
2B, LLC**

SUMMARY:

The proposed Final Map for Tract 4056 will be the second and final tract map within the Village "DD" area. Pulte Homes is proposing eighty (80) 50' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4056, Village "DD2" and Subdivision Improvement Agreement with River Islands Stage 2B, 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. 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 4056 is within the geographic boundaries of VTM 3694 and Stage 2B.

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 "DD" 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 4055 that guarantee the unfinished improvements for Village "DD", including both Tracts 4055 and 4056, in the amount of:

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4056 VILLAGE "DD2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$841,280
Performance Bond (120% of Unfinished Improvements):	\$1,009,540
Labor & Materials Bond (50% of Performance Bond)	\$504,770

The SIA for Tract 4056 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 4056, 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 "DD" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4055 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 4055	Bond accepted on 12/14/2020
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4055	Bond accepted on 12/14/2020
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

JULY 12, 2021 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4056 VILLAGE "DD2" WITHIN LAKESIDE WEST 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 4056 Village "DD2" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract 4055 on 12/14/2020
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

BUDGET 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 4056 Village "DD2" within the Lakeside West District, Totaling 80 Single Family Lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "DD"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4056, Village "DD2"
- D. Escrow Instructions for Final Map Tract 4056 Village "DD2"
- E. Final Map – Tract 4056 Village "DD2"

CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 80 LOTS IN TRACT 4056 VILLAGE "DD2" WITHIN LAKESIDE WEST
DISTRICT OF RIVER ISLANDS

PAGE 4

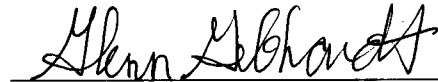
APPROVALS



Brad Taylor
Associate Engineer

6/22/2021

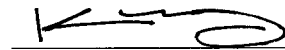
Date



Glenn Gebhardt
City Engineer

6/21/21

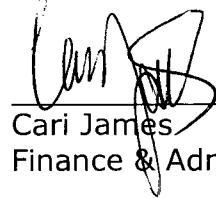
Date



Michael King
Public Works Director

6/22/2021

Date



Cari James
Finance & Administrative Services Director

6/23/2021

Date



Salvador Navarrete
City Attorney

6.22.2021

Date



Stephen J. Salvatore
City Manager

7.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4056 VILLAGE "DD2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 80 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT 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 4056 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, the guarantees for Tract 4056, in the amounts shown in Table 1 below, were provided with the approved SIA for Tract 4055 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4056. Tracts 4055 and 4056 are collectively known as Village "DD"; and

Table 1 – Bond Values

Unfinished Improvement Total:	\$841,280
Performance Bond (120% of Unfinished Improvements):	\$1,009,540
Labor & Materials Bond (50% of Performance Bond)	\$504,770

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 "DD" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4055 Final Map in 2020; and

WHEREAS, River Islands Stage 2B 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 approved and accepts the following actions:

1. The Final Map for Tract 4056 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, in substantially the form as attached to the July 12, 2021 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

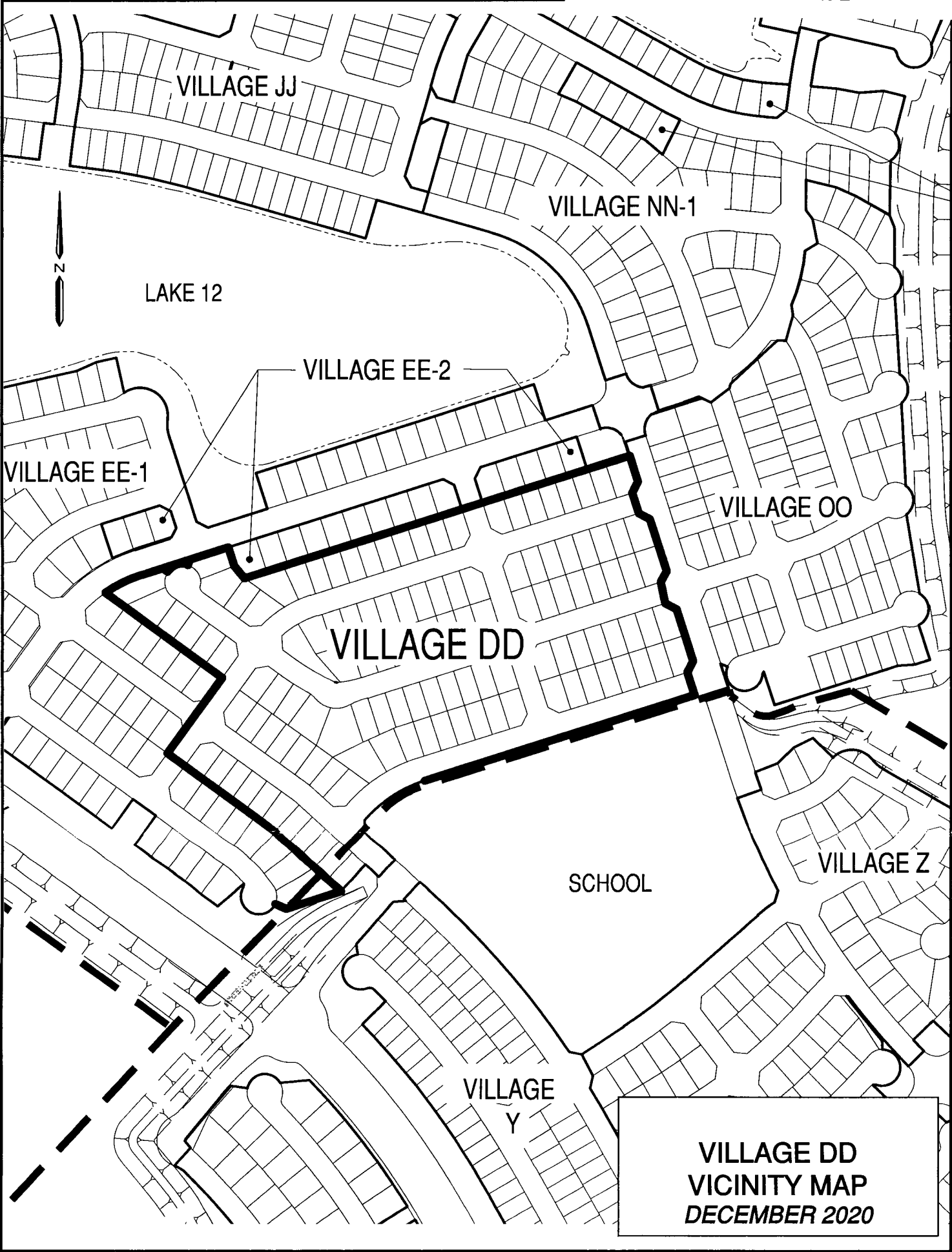
ATTEST:

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 4056 VILLAGE “DD2” 80 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **12th day of July 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 4056. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4056 (Village “DD2”) 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 4055 that guarantee the unfinished improvements for Village “DD”, which includes Tract 4056, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4056.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4056 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 4056 and Village “DD2” 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 4056 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 4056 that is conveyed to a private interest not associated with the transfer of title of Tract 4056 associated with the filing of Tract 4056 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4056, or July 12, 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 \$293,130, equal to 10% of the estimated cost of the Improvements for the Village "DD" entire area (\$2,931,300) 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 4056 Village "DD2"

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 4056 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4055 that guarantee the unfinished improvements for Village "DD", which includes Tract 4056, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4056. 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:	\$841,280
Performance Bond (Bond No. 0757354):	\$1,009,540
Labor & Materials Bond (Bond No. 0757354):	\$504,770

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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4056 Village "DD2"

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 4056.

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 2B, LLC)
Tract 4056 Village "DD2"

- 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 4056
- EXHIBIT B VILLAGE "DD" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "DD2"
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4056 Village "DD2"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of July 2021, at Lathrop, California.

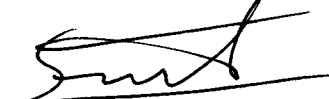
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  6.22-2021

Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4056 Village "DD2"

SUBDIVIDER

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

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4056 Village "DD2"

EXHIBIT "A"

FINAL MAP - TRACT 4056

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMPOWERED BY THIS INSTRUMENT TO BE CONVEYED TO THE CITY OF LATHROP, CALIFORNIA, COUNTY OF SAN JOAQUIN, RIVER ISLANDS-STAGE 2B, VILLAGE DD2, CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, 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 DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1) 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 "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- 1) THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, PARCELS A AND B FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, AND APPURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 8, 19, 20, 27, 28, 35, 36, 52, 66, 67 AND 70, 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.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO PARCELS ONE THROUGH 5 AND A PORTION OF PARCEL 6, AND RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO A PORTION OF PARCEL SIX.

BY: SUSAN DELL UOSSO
NAME: PRESIDENT
DATE: _____

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 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2021.
BY: _____
NAME: _____
TITLE: _____

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, _____, 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/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), UNLESS 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 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESCADEIRO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 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 4056, RIVER ISLANDS-STAGE 2B, VILLAGE DD2," CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 THE UNANIMOUS VOTE OF SAID CITY COUNCIL, ADOPTED SAID MAP, AND AUTHORIZED ITS RECOGNITION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, THE REINDEMENT OF ACCESS RIGHTS TO LOTS 8, 19, 20, 27, 28, 35, 36, 52, 66, 67 AND 70, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND PARCELS A AND B IN FEE, AS SHOWN ON SAID MAP, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, 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.

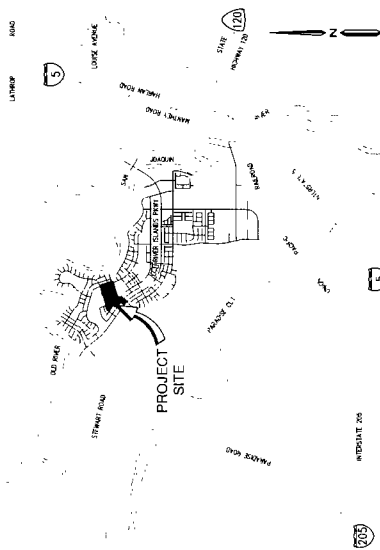
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2021, BEFORE ME, _____, 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/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), UNLESS 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 273861, 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 YESING TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 2021.

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S 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 4056, RIVER ISLANDS-STAGE 2B, VILLAGE DD2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED YESING TENTATIVE MAP NO. 3684, 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 YESING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.



GLENN GERHARDT, 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: \$ _____

BY _____
STEVE BESTOLARIES, ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4056, RIVER ISLANDS - STAGE 2B, VILLAGE DD2," CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021.

DARRYL 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. 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, IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED ANNEKED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2020.

OTLAW CRAWFORD, P.L.S. NO. 7788



RECITALS

1. RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.0404, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO THE CONSEQUENCES OF DISCOMFORT ARISING FROM THE LAIDL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES, INCLUDING THE RELEASE OF VOLATILE AMMONIA, NITROGEN, AND PHOSPHORUS, AND THE RELEASE OF SPRAYING, IRRIGATION, PESTICIDE APPLICATION, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDAATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, COOK, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION
BY ENDED, INCORPORATED, JOSEF J. TROUBLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP REFERENCED AS PROJECT NO. 20445.001.01 AND DATED JULY 28, 2005. HAS BEEN PREPARED FOR THIS PROJECT BY ENDED, INCORPORATED, JOSEF J. TROUBLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4056, RIVER ISLANDS, STAGE 2B, VILLAGE DD2, CONTAINS 80 RESIDENTIAL LOTS CONTAINING 10.37 ACRES, MORE OR LESS AND PARCELS A AND B CONTAINING 0.22 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4056 AREA SUMMARY	
LOTS 1 THROUGH 80	10.367 AC±
PARCELS A AND B	0.218 AC±
TOTAL	10.585 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021889-LR, DATED MAY 6, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4056
RIVER ISLANDS - STAGE 2B
VILLAGE DD2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF LANDS IN TRACT 4055, (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



REFERENCES

- (91) IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3397- OFFSITE ROADWAY DEDICATION- NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED JUNE 28, 2019, AS DOCUMENT NUMBER 2019-08612, S.J.C.R. PAGE 94, S.J.C.R. (43 MAP 94)
- (92) TRACT 3997, RIVER ISLANDS-STAGE 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 94, S.J.C.R. (43 MAP 94)
- (93) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (94) TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 32, S.J.C.R. (43 MAP 52)
- (95) TRACT 4083, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- (96) TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED JANUARY 11, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)

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 LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

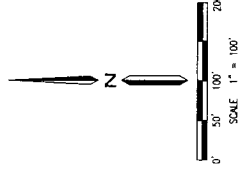
CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED IN FEE BY RIVER ISLANDS STAGE 2B, LLC, A DECLAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A AND B, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.
- THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (A3 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021

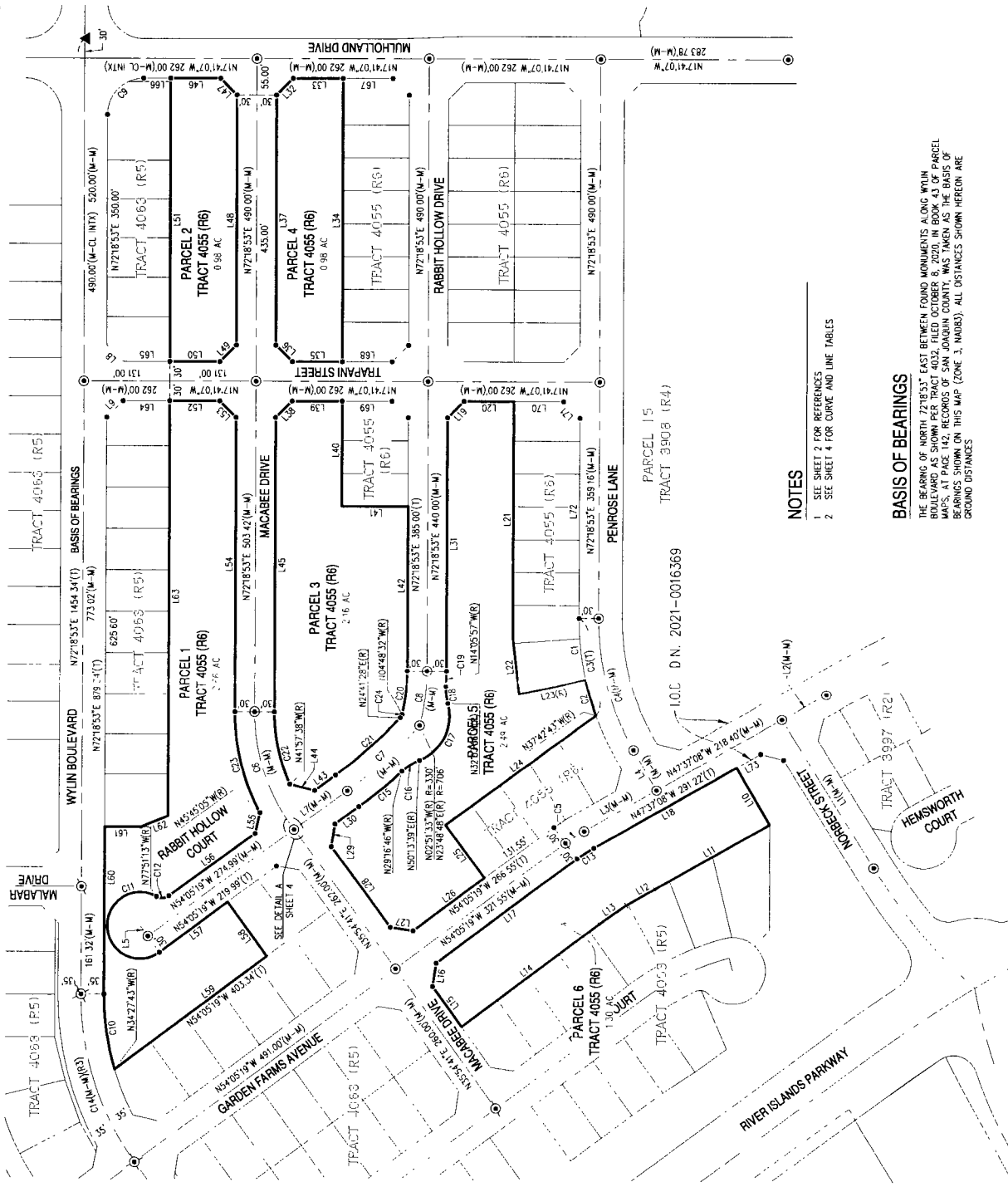


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R6)
- ⊙ FOUND MONUMENT PER (R5)
- ⊙ FOUND MONUMENT PER (R3)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3) AND (R6)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R3)

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE

- 200.00' (R3) MEASURED AND RECORD DATA PER REFERENCE (R3)
- (R3) DENOTES REFERENCE (R3)- SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-CL) MONUMENT TO CENTERLINE
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (CL/CL-EC) CENTERLINE/CENTERLINE TO END CURVE
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- P.U.E PUBLIC UTILITY EASEMENT
- U/C1 LINE CURVE



NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 4 FOR CURVE AND LINE TABLES

BASIS OF BEARINGS

THE BEARING OF NORTH 72°18'53" EAST BETWEEN FOUND MONUMENTS ALONG WYLIN BOULEVARD AS SHOWN PER TRACT 4032 FILED OCTOBER 8, 2020 IN BOOK 43 OF PARCEL 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.

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021

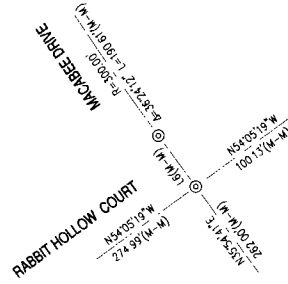


LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

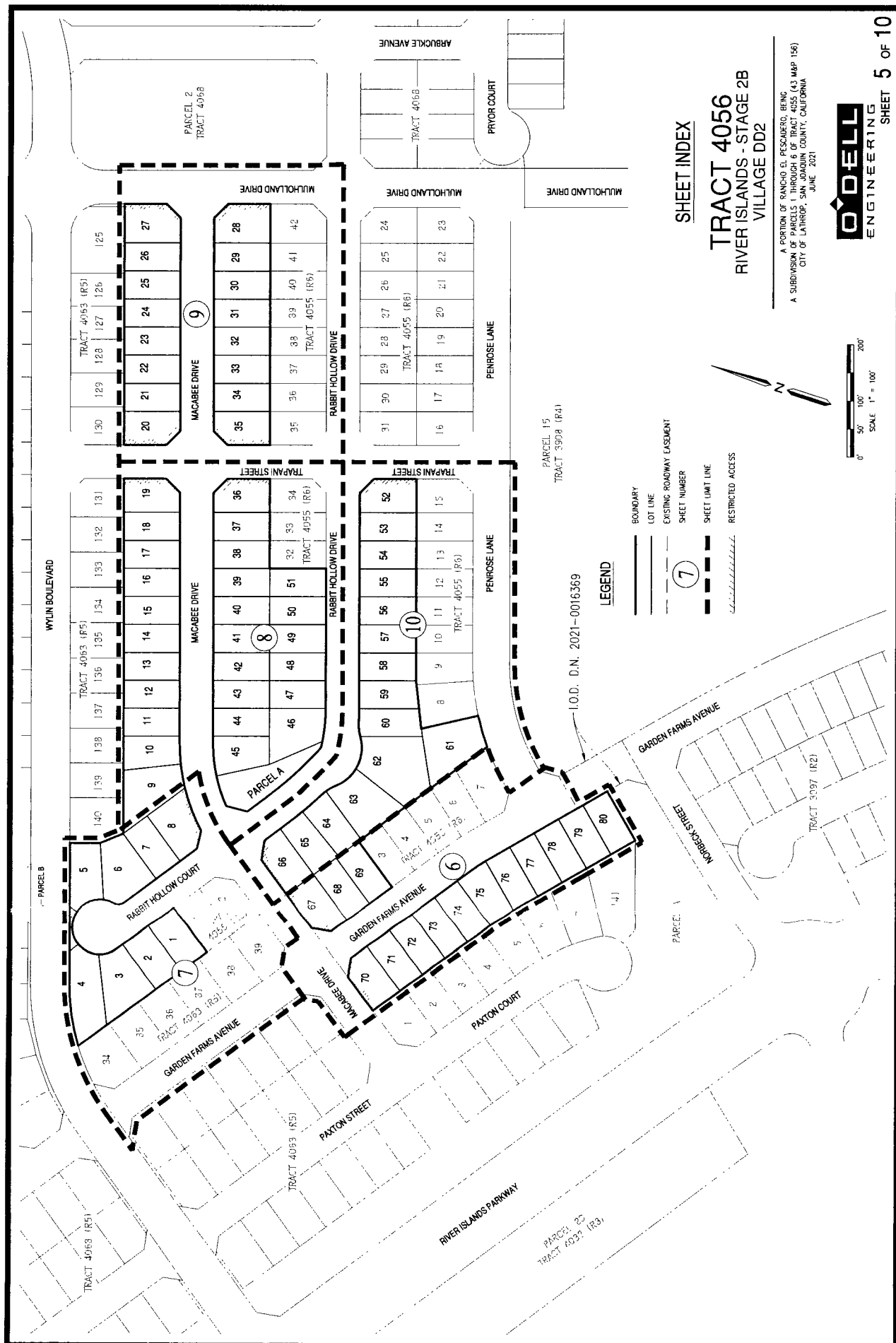
LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N40°40'23"E	267.24'	L21	N17°41'07"W	360.00'	L41	N17°41'07"W	101.00'	L61	N17°41'07"W	55.00'	C1	435.00'	122°26'53"
L2	N47°37'08"W	77.52'	L22	N65°40'43"E	85.16'	L42	N72°18'53"E	250.00'	L62	N83°37'52"W	44.20'	C2	435.00'	73°10'58"
L3	N47°37'08"W	126.94'	L23	N30°03'33"W	101.67'	L43	N54°05'19"W	39.66'	L63	N72°18'53"E	634.08'	C3	435.00'	20°01'36"
L4	N47°22'52"E	70.65'	L24	N54°05'19"W	284.52'	L44	N30°12'28"W	38.89'	L64	N17°41'07"W	71.00'	C4	405.00'	29°56'01"
L5	N35°54'41"E	20.00'	L25	N35°54'41"E	101.00'	L45	N72°18'53"E	448.42'	L65	N17°41'07"W	71.00'	C5	300.00'	6°28'11"
L6	N35°54'41"E	33.53'	L26	N54°05'19"W	135.00'	L46	N17°41'07"W	76.00'	L66	N17°41'07"W	41.00'	C6	300.00'	36°24'12"
L7	N54°05'19"W	100.13'	L27	N6°05'19"W	35.36'	L47	N27°18'53"E	35.36'	L67	N17°41'07"W	76.00'	C7	708.00'	12°05'53"
L8	N27°18'53"E	35.36'	L28	N35°54'41"E	152.00'	L48	N72°18'53"E	380.00'	L68	N17°41'07"W	76.00'	C8	330.00'	14°49'14"
L9	N62°41'07"W	35.36'	L29	N80°54'41"E	35.36'	L49	N62°41'07"W	35.36'	L69	N17°41'07"W	76.00'	C9	55.00'	90°00'00"
L10	N47°22'52"E	101.00'	L30	N54°05'19"W	45.13'	L50	N17°41'07"W	76.00'	L70	N17°41'07"W	76.00'	C10	390.00'	16°46'36"
L11	N47°37'08"W	200.00'	L31	N72°18'53"E	385.00'	L51	N72°18'53"E	430.00'	L71	N27°18'53"E	35.36'	C11	50.00'	246°14'06"
L12	N46°54'40"W	50.00'	L32	N62°41'07"W	35.36'	L52	N17°41'07"W	76.00'	L72	N72°18'53"E	304.16'	C12	17.00'	66°14'06"
L13	N52°29'49"W	50.00'	L33	N17°41'07"W	76.00'	L53	N27°18'53"E	35.36'	L73	N47°37'08"W	41.86'	C13	270.00'	6°28'11"
L14	N54°05'19"W	260.00'	L34	N72°18'53"E	430.00'	L54	N72°18'53"E	448.42'				C14	425.00'	36°24'12"
L15	N35°54'41"E	35.36'	L35	N17°41'07"W	76.00'	L55	N85°04'48"E	32.69'				C15	736.00'	6°37'55"
L16	N80°54'41"E	35.36'	L36	N27°18'53"E	35.36'	L56	N54°05'19"W	162.42'				C16	87.00'	20°56'53"
L17	N54°05'19"W	266.55'	L37	N72°18'53"E	380.00'	L57	N54°05'19"W	127.99'				C17	71.00'	83°07'35"
L18	N47°37'08"W	249.36'	L38	N62°41'07"W	35.36'	L58	N35°54'41"E	101.00'				C18	87.00'	18°47'59"
L19	N62°41'07"W	35.36'	L39	N17°41'07"W	76.00'	L59	N54°05'19"W	286.34'				C19	360.00'	3°35'10"
L20	N17°41'07"W	76.00'	L40	N72°18'53"E	160.00'	L60	N72°18'53"E	253.74'				C20	300.00'	12°52'55"

NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND



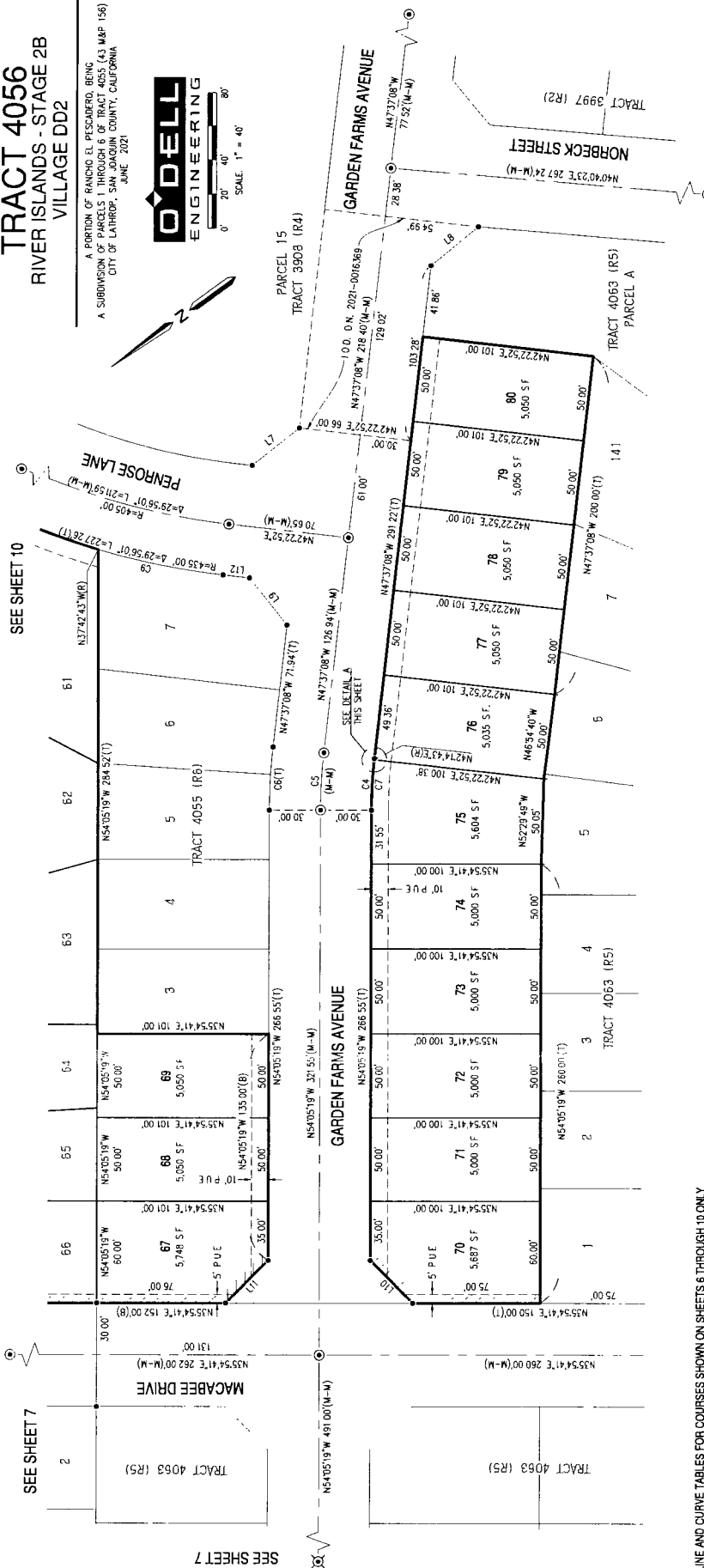
DETAIL A
NOT TO SCALE



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 M&P 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



SCALE. 1" = 40'



GARDEN FARMS AVENUE

C4(T)

C7

C8

N47°37'08"W 291.22(T)

N42°14'43"E(R)

49.36'

DETAIL A
NOT TO SCALE

1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

CURVE TABLE				
	CURVE	RADIUS	DELTA	LENGTH
	C40	73.00	83°07'35"	105.91'
	C41	736.00	63°37'55"	85.19'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C2B	330.00	6°19'29"	36.43'
C29	270.00	11°58'29"	56.43'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C16	736.00	3°06'19"	39.89'
C17	435.00	7°39'10"	58.10'

CURVE TABLE		
CURVE	RADIUS	DELTA LENGTH
C4	270.00	6'28.11"
C5	300.00	6'28.11"

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	N27°18'53"E	35.36'
L30	N62°41'07"W	35.36'

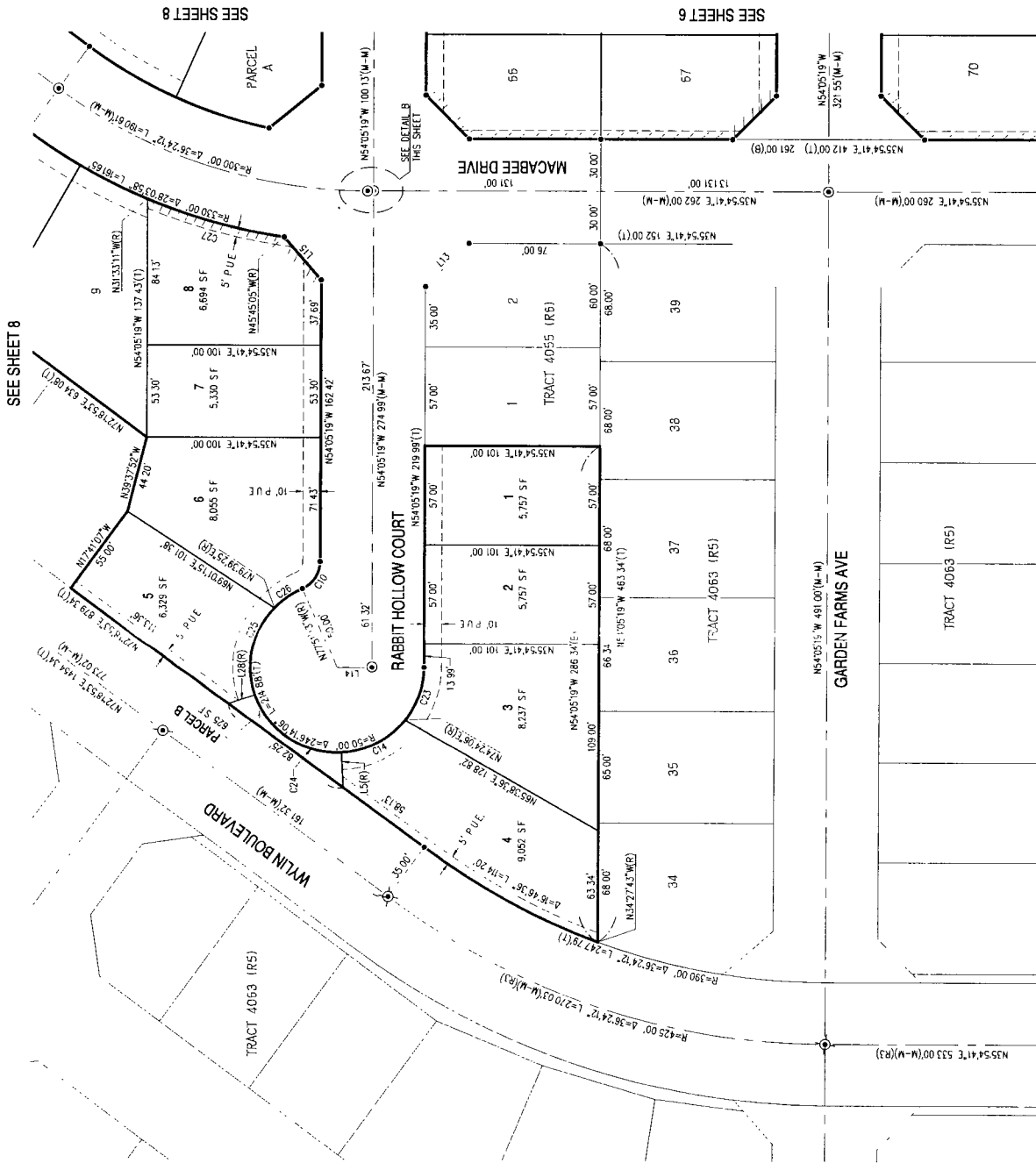
LINE TABLE		
LINE	DIRECTION	LENGTH
L17	N27°18'53"E	35.36'
L18	N62°41'07"W	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L3	N62°41'07"W	35.36'
L4	N27°18'53"E	35.36'

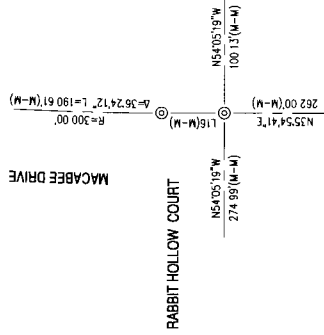
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 10 ONLY

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF PARCEL EL PESQUERO, BEING
A SUBDIVISION OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SNOHOMISH COUNTY, CALIFORNIA
JUNE 2021



DETAIL B NOT TO SCALE



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" (R3) AND (R4)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R1)
- ⊙ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 11" 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 6 FOR CURVE AND TABLES

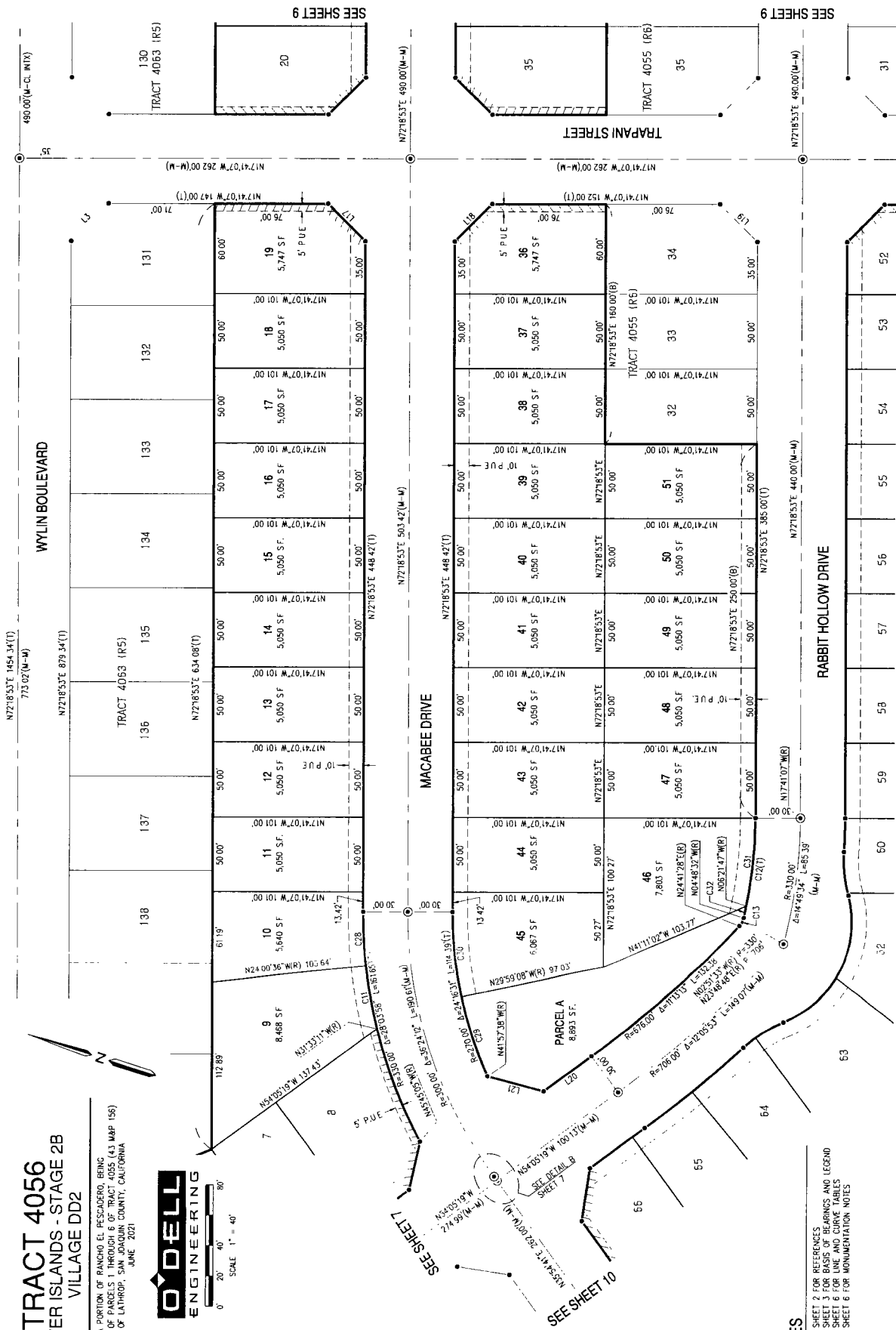
TRACT 4056

RIVER ISLANDS - STAGE 2B
VILLAGE DD2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021

ODELL
ENGINEERING

0' 20' 40' 80'
SCALE 1" = 40'



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR LINE AND CURVE TABLES.
4. SEE SHEET 6 FOR MONUMENTATION NOTES.

SEE SHEET 10

SHEET 8 OF 10

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS THROUGHOUT TRACT 4055 (AS MAP 156)
CITY OF LATHROP, SANGRAVIA COUNTY, CALIFORNIA
JUNE 2021



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" (R3) AND (R4)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R1)
- ⊙ 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 6 FOR LINE AND CURVE TABLES



SEE SHEET 8

SEE SHEET 10

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 8 OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021

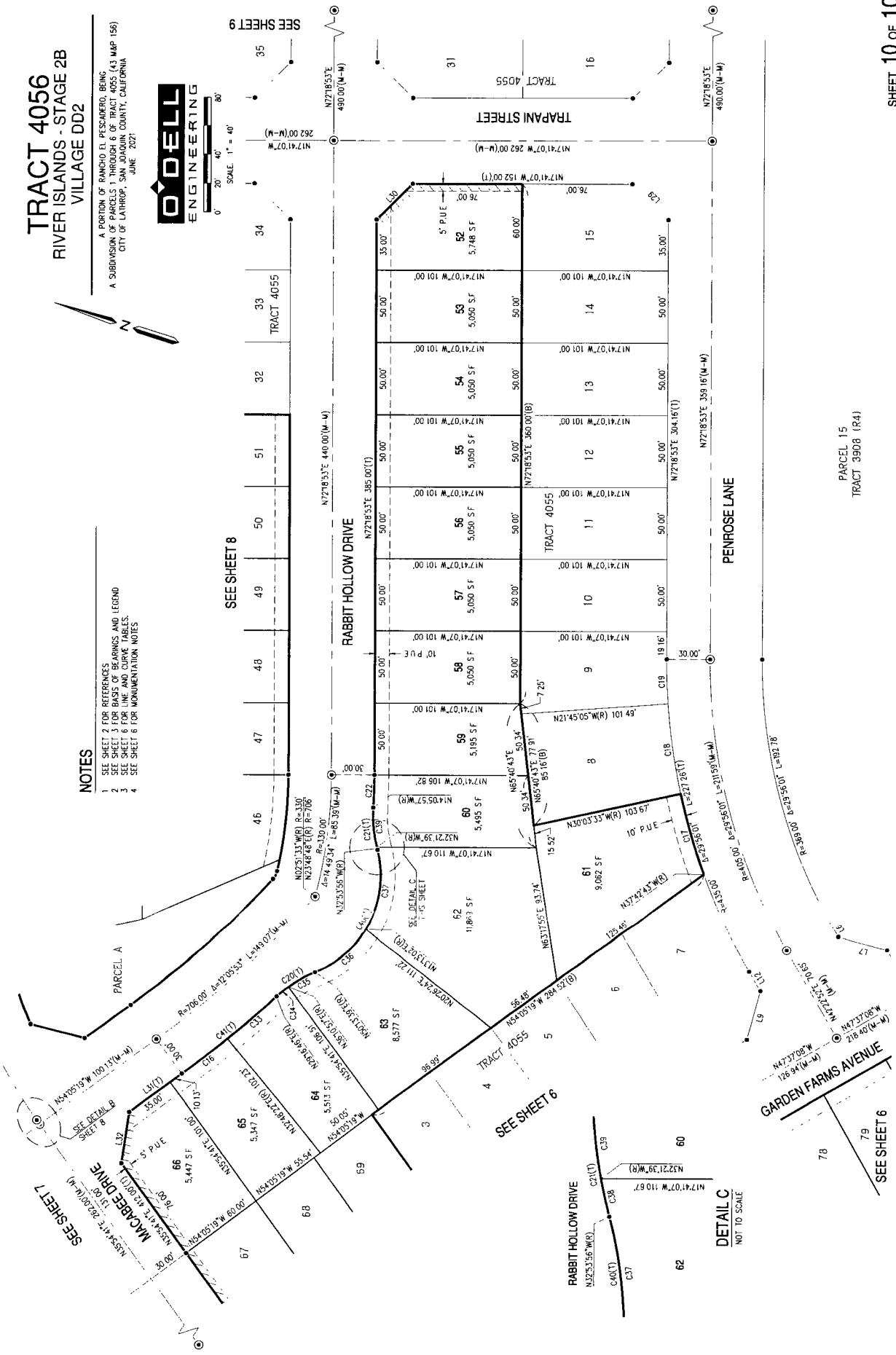


SEE SHEET 9

SCALE: 1" = 40'

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 6 FOR LINE AND CURVE TABLES
4. SEE SHEET 6 FOR MONUMENTATION NOTES



SHEET 10 OF 10

PARCEL 15
TRACT 3908 (R4)

DETAIL C
NOT TO SCALE

SEE SHEET 6

SEE SHEET 8

SEE SHEET 7

SEE SHEET 6

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4056 Village “DD2”

EXHIBIT "B"

VILLAGE “DD” AREA

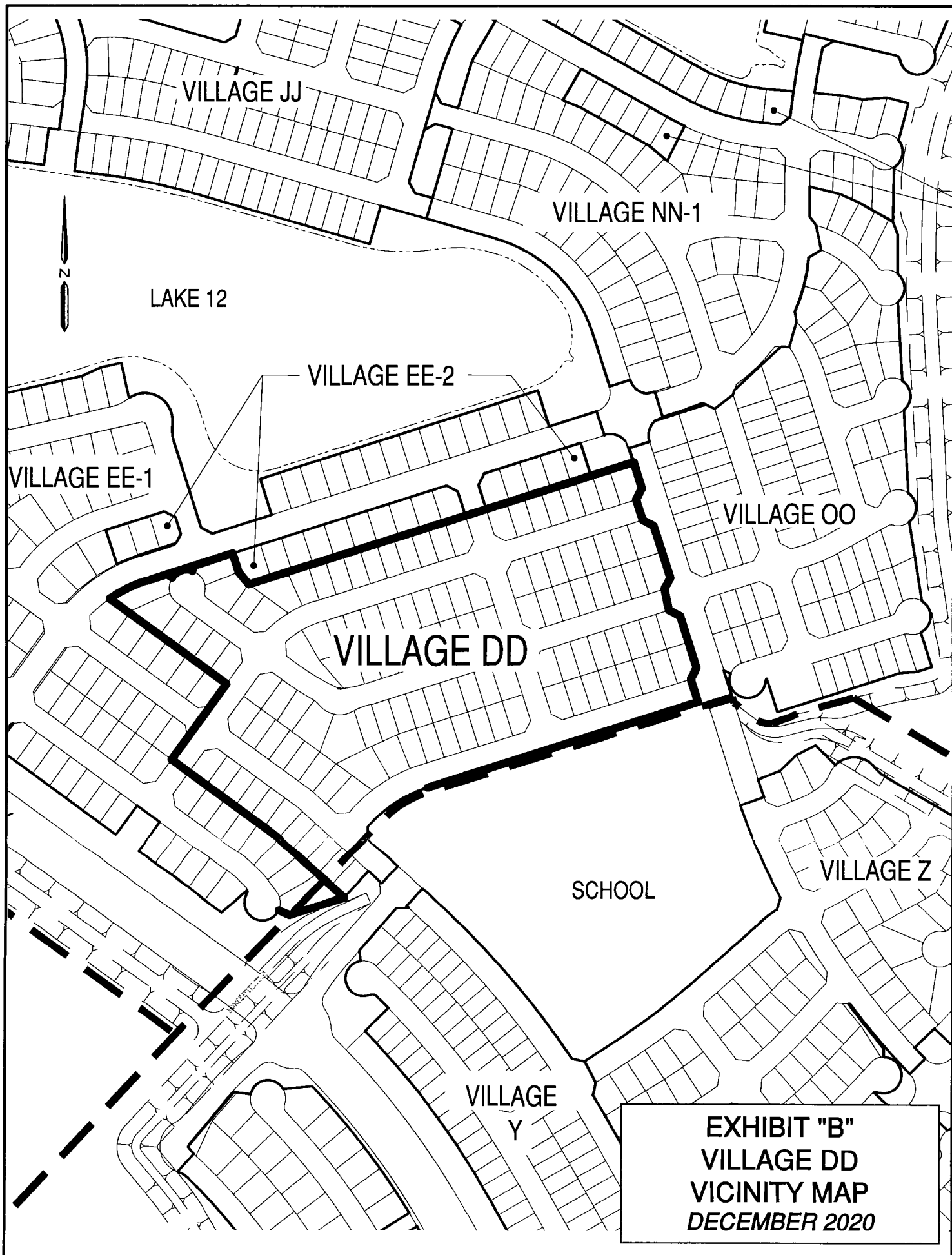


EXHIBIT "B"
VILLAGE DD
VICINITY MAP
DECEMBER 2020

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)
05/19/2021

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 colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: United Specialty Insurance Company</td><td>12537</td></tr><tr><td colspan="2">INSURER B: Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td colspan="2">INSURER C: Homesite Insurance Company</td><td>17221</td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">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:		
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: W20957356

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER 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 4056, Village DD2

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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ACORD 25 (2016/03)

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SR ID: 21116842
525

BATCH: 2100569

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 4056 Village “DD2”

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE “DD” – FULL IMPROVEMENT COST

ENGINEER'S BOND ESTIMATE

COST TO COMPLETE

RIVER ISLANDS - Stage 2B

VILLAGE DD (120 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

November 23, 2020

Job No.: 25503-50

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron (0% Completion)	1	LS	\$ 15,200.00	\$ 15,200.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$ 3,200.00	\$ 3,200.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 63,800.00	\$ 63,800.00
4	Joint Trench (60% Completion)	1	LS	\$ 658,500.00	\$ 658,500.00
5	Striping & Mounments (0% Completion)	1	LS	\$ 21,000.00	\$ 21,000.00
TOTAL COST TO COMPLETE					\$ 761,700.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village DD dated 11/23/2020



OPINION OF PROBABLE COST

River Islands Parkway - Village "DD"

Lathrop, CA

100% Submittal

8/12/2020

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	16,677	\$0.50	\$8,338.50
SUB-TOTAL				\$8,338.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	356	\$12.00	\$4,272.00
2 Natural colored 6" Conc. Flatwork	SF	435	\$6.00	\$2,610.00
SUB-TOTAL				\$4,272.00
C. Features				
1 Bench	EA	3	\$2,905.00	\$8,715.00
SUB-TOTAL				\$8,715.00
D. Planting				
1 1 Gallon Shrubs	EA	888	\$8.25	\$7,326.00
2 15 Gallon Trees	EA	18	\$120.00	\$2,160.00
3 Sod - Lawn Grass	SF	4,733	\$0.40	\$1,893.20
4 Soil Conditioning & Amendments	SF	15,886	\$0.30	\$4,765.80
5 Bark	SF	11,153	\$0.25	\$2,788.25
6 Root Barrier	LF	414	\$6.00	\$2,484.00
SUB-TOTAL				\$18,933.25
E. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	8,304		
2 Flush cap & Valve Box	EA	20		
3 Operation Indicator	EA	20		
4 PVC Ball Valve	EA	9		
5 Tree RWS System	EA	34		
6 6" Pop-Up Rotary Nozzle	EA	33		
7 QF Header (10-18/10-12)	LF	104		
8 3/4" Lateral Line	LF	1,060		
9 1" Lateral Line	LF	140		
10 1-1/4" Lateral Line	LF	130		
12 2" Main Line	LF	1,053		
13 1" conduit for control wires	LF	1,131		
14 14-2 Maxi-Cable	LF	1,200		
15 1" Valves, Boxes & Decoders	EA	5		
16 1" Valves/Filter, Boxes & Decoders	EA	7		
17 3/4" Quick Couplers	EA	2		
18 Irrigation Sub-Total	SF	15,886	\$2.02	\$32,089.72
SUB-TOTAL				\$32,089.72
TOTAL				\$72,348.47
10% Contingency				\$7,234.85

Construction Total

\$79,583.32

Original Budget (2018-06-22)	
\$101,048	
Red=over budget / Green=under budget	
VIL DD (PkwY Strips (2,091 @ \$8/sf)):	\$24,728.00
VIL DD (A133):	\$5,120.00
VIL EE (A134):	\$71,200.00
\$21,465	

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

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - Stage 2B
VILLAGE DD (120 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 23, 2018
Job No.: 25503-50

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	335,000	SF	\$ 0.45	\$ 150,750.00
2	3" AC Paving	11,600	SF	\$ 1.50	\$ 17,400.00
3	4.5" AC Paving	166,000	SF	\$ 2.25	\$ 373,500.00
4	6" Aggregate Base	11,600	SF	\$ 0.90	\$ 10,440.00
5	8" Aggregate Base	166,000	SF	\$ 1.20	\$ 199,200.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	4,100	LF	\$ 15.00	\$ 61,500.00
7	Roll Curb and Gutter <i>(with AB cushion)</i>	6,100	LF	\$ 15.00	\$ 91,500.00
8	Concrete Sidewalk	55,000	SF	\$ 5.00	\$ 275,000.00
9	Driveway Approach	121	EA	\$ 600.00	\$ 72,600.00
10	Handicap Ramps	21	EA	\$ 2,500.00	\$ 52,500.00
11	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
12	Traffic Striping & Signage	5,500	LF	\$ 5.00	\$ 27,500.00
13	Dewatering <i>(budget)</i>	5,500	LF	\$ 75.00	\$ 412,500.00
Subtotal Street Work					\$ 1,748,290.00
<u>STORM DRAIN</u>					
13	Field Inlets <i>(type C inlet over type I manhole base)</i>	3	EA	\$ 2,800.00	\$ 8,400.00
14	Catch Basins <i>(type A inlet)</i>	4	EA	\$ 2,400.00	\$ 9,600.00
15	Catch Basins <i>(type A inlet over type I manhole base)</i>	29	EA	\$ 2,800.00	\$ 81,200.00
16	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
17	15" Storm Drain Pipe	1,200	LF	\$ 34.00	\$ 40,800.00
18	18" Storm Drain Pipe	1,420	LF	\$ 46.00	\$ 65,320.00
19	24" Storm Drain Pipe	400	LF	\$ 65.00	\$ 26,000.00
20	30" Storm Drain Pipe	380	LF	\$ 80.00	\$ 30,400.00
21	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
22	Manholes <i>(type II)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
23	Connect To Existing	4	EA	\$ 1,700.00	\$ 6,800.00
24	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Storm Drain					\$ 292,520.00
<u>SANITARY SEWER</u>					
24	8" Sanitary Sewer Pipe	4,300	LF	\$ 28.00	\$ 120,400.00
25	Sewer Service	120	EA	\$ 600.00	\$ 72,000.00
26	Manholes	18	EA	\$ 4,000.00	\$ 72,000.00
27	Connect To Existing	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 270,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
28	8" Water Line <i>(including all appurtenances)</i>	5,600	LF	\$ 32.00	\$ 179,200.00
29	Water Services	120	EA	\$ 2,000.00	\$ 240,000.00
30	Fire Hydrants	10	EA	\$ 4,000.00	\$ 40,000.00
31	Water Plug	3	EA	\$ 1,000.00	\$ 3,000.00
32	Air Release Valve	3	EA	\$ 2,500.00	\$ 7,500.00
33	Resilient Gate Valve	30	EA	\$ 1,550.00	\$ 46,500.00
34	Blow Off Valve	3	EA	\$ 4,000.00	\$ 12,000.00
32	Connect To Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water Supply					\$ 548,200.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,859,000.00



OPINION OF PROBABLE COST

River Islands Parkway - Village "DD"

Lathrop, CA

100% Submittal

8/12/2020

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\$21,465	

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1. _____

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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)

July 12, 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 4056; Escrow No. 1214021889

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 31, 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 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

- One original Final Map for Tract 4056, executed and acknowledged by the City (provided to title by City).

The document listed 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 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.

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 **\$35,226.88**, 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 **10.585** 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); (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (g) 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, Debbie Belmar, Glenn Gebhardt, Brad Taylor, Sandra Lewis, 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. Salvador Navarrete, 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
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: _____

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DESCRIBED AND EMPOWERED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4056, RIVER ISLANDS - STAGE 2B, VILLAGE DD2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, 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 DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

- 1) 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 "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.

- 1) THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, PARCELS A AND B FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, AND APPURTENANCES HERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY REINDEMNIFY TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 8, 19, 20, 27, 28, 35, 36, 52, 66, 67 AND 70, 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.

OWNER RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO PARCELS ONE THROUGH 5 AND A PORTION OF PARCEL 6, AND RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO A PORTION OF PARCEL SIX.

BY: SUSAN O'CELL USSO DATE: _____
PRESIDENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2015, 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 2020-046025, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 202_____
BY: _____
WITNESS: _____
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 _____, 202_____, 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/HERP AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OF 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 4056

RIVER ISLANDS - STAGE 2B

VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 1655 (A3 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 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 4056, RIVER ISLANDS - STAGE 2B, VILLAGE DD2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON _____, 2021, AND THAT SAID CITY COUNCIL, BY RESOLUTION NO. _____, HAS APPROVED SAID MAP, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINDEMNIFICATION OF ACCESS RIGHTS TO LOTS 8, 19, 20, 27, 28, 35, 36, 52, 66, 67 AND 70 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND PARCELS A AND B IN FEE, AS SHOWN ON SAID MAP, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, 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

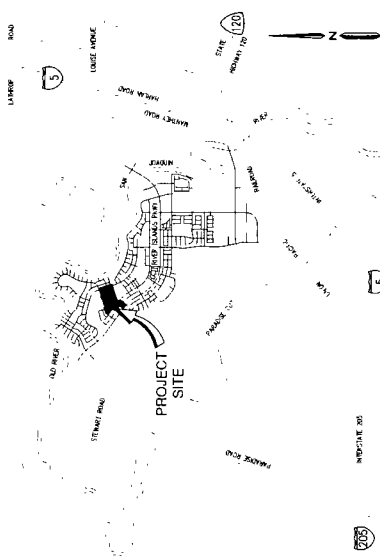
ON _____, 202_____, BEFORE ME, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HERP AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OF 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 27396.1. DOCUMENT
RECORDED IN CONJUNCTION 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 MISSISSER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4056, RIVER ISLANDS, STAGE 2B, VILLAGE DD2", 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 HAVE REVIEWED THE MAP FOR CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.



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

RECORDER'S STATEMENT

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

STEVE BISTOLARDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY ASSISTANT/DEPUTY RECORDER

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4056, RIVER ISLANDS-STAGE 2B, VILLAGE DD2", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL 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. ON SEPTEMBER 11, 2020, I HEREBY STATE ALL THE MEASUREMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET BY ME OR UNDER MY DIRECTION AND SUPERVISION. I HAVE BEEN ADVISED THAT THE INFORMATION 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 _____, 2020

DELANE CRAWFORD, P.L.S. NO. 7788



RECITALS

1. RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY AND OPERATIONS MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO AGRICULTURAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO: FERTILIZING, PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, SOILING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF ADJACENT AGRICULTURAL OPERATIONS, YOU MAY BE REQUIRED TO BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF THE RIGHT TO FARM. THIS STATEMENT IS NOT A GUARANTEE.
2. A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA" REFERENCED AS PROJECT NO. 5044.5101.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOTLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4056, RIVER ISLANDS, STAGE 2B, VILLAGE DD2, CONTAINS 80 RESIDENTIAL LOTS CONTAINING 10.37 ACRES, MORE OR LESS AND PARCELS A AND B CONTAINING 0.22 ACRES, MORE OR LESS. ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4056 AREA SUMMARY	
LOTS 1 THROUGH 80	10.37 AC±
PARCELS A AND B	0.218 AC±
TOTAL	10.585 AC±

TRACT 4056
RIVER ISLANDS-STAGE 2B
VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055, (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



REFERENCES

- (R1) IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3397- OFFSITE ROADWAY DEDICATION- NORBECK STREET, GARDEN FARMS AVENUE AND BOSCH AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED JUNE 28, 2019, AS DOCUMENT NUMBER 2019-068112, S.J.C.R. PAGE 94, S.J.C.R. (43 MAP 94)
- (R2) TRACT 3997, RIVER ISLANDS-STAGE 2A, VILLAGE Y, FILED JUNE 28, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 94, S.J.C.R. (43 MAP 94)
- (R3) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (R4) TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- (R5) TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- (R6) TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED JANUARY 11, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 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 LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED IN FEE BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A AND B, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN WALKWAYS AND EGRESS.
- THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 86477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 MAP 156)
CITY OF CARHART, SAN MATEO COUNTY, CALIFORNIA
JUNE 2021

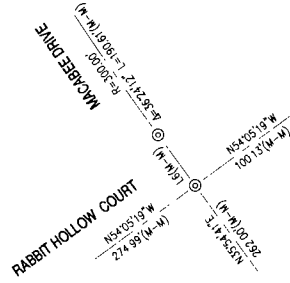


LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

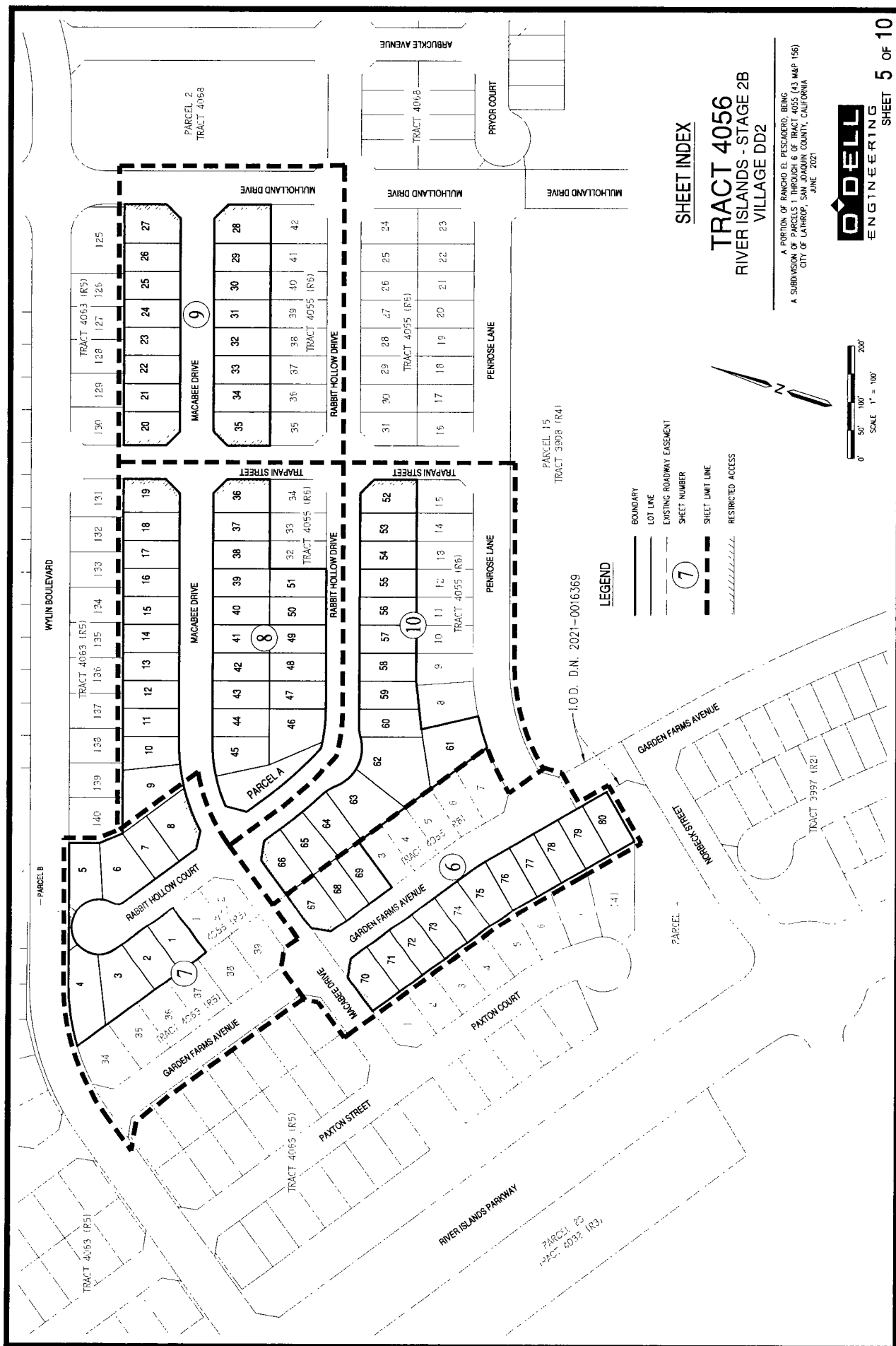
LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N40°40'23"E	267.24'	L21	N72°18'53"E	360.00'	L41	N17°41'07"W	101.00'	L61	N17°41'07"W	55.00'			
L2	N47°37'08"W	77.52'	L22	N65°40'43"E	85.16'	L42	N72°18'53"E	256.00'	L62	N37°37'52"W	44.20'			
L3	N47°37'08"W	126.94'	L23	N30°03'33"W	103.67'	L43	N54°05'19"W	39.66'	L63	N72°19'53"E	63.40'			
L4	N42°22'52"E	70.65'	L24	N54°05'19"W	284.52'	L44	N30°03'33"W	39.89'	L64	N74°10'00"W	71.00'			
L5	N35°54'41"E	20.00'	L25	N35°54'41"E	101.00'	L45	N72°18'53"E	448.42'	L65	N74°10'00"W	71.00'			
L6	N35°54'41"E	3.53'	L26	N54°05'19"W	135.00'	L46	N74°10'00"W	76.00'	L66	N74°10'00"W	41.00'			
L7	N54°05'19"W	100.13'	L27	N9°05'19"W	35.36'	L47	N72°18'53"E	35.36'	L67	N74°10'00"W	76.00'			
L8	N27°18'53"E	35.36'	L28	N35°54'41"E	152.00'	L48	N72°18'53"E	380.00'	L68	N74°10'00"W	76.00'			
L9	N62°41'07"W	35.36'	L29	N80°54'41"E	35.36'	L49	N62°41'07"W	35.36'	L69	N74°10'00"W	76.00'			
L10	N42°22'52"E	101.00'	L30	N54°05'19"W	45.13'	L50	N17°41'07"W	76.00'	L70	N74°10'00"W	76.00'			
L11	N47°37'08"W	200.00'	L31	N72°18'53"E	365.00'	L51	N72°18'53"E	430.00'	L71	N27°18'53"E	35.36'			
L12	N46°54'40"W	50.00'	L32	N62°41'07"W	35.36'	L52	N17°41'07"W	76.00'	L72	N72°18'53"E	304.16'			
L13	N32°29'49"W	50.05'	L33	N17°41'07"W	76.00'	L53	N27°18'53"E	35.36'	L73	N47°37'08"W	41.86'			
L14	N54°05'19"W	260.00'	L34	N72°18'53"E	430.00'	L54	N72°18'53"E	448.42'						
L15	N35°54'41"E	75.00'	L35	N17°41'07"W	76.00'	L55	N85°04'48"E	32.69'						
L16	N80°54'41"E	35.36'	L36	N27°18'53"E	35.36'	L56	N54°05'19"W	162.42'						
L17	N54°05'19"W	266.55'	L37	N72°18'53"E	360.00'	L57	N54°05'19"W	127.99'						
L18	N47°37'08"W	249.36'	L38	N62°41'07"W	35.36'	L58	N35°54'41"E	101.00'						
L19	N62°41'07"W	35.36'	L39	N17°41'07"W	76.00'	L59	N54°05'19"W	286.34'						
L20	N17°41'07"W	76.00'	L40	N72°18'53"E	160.00'	L60	N72°18'53"E	253.74'						

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.



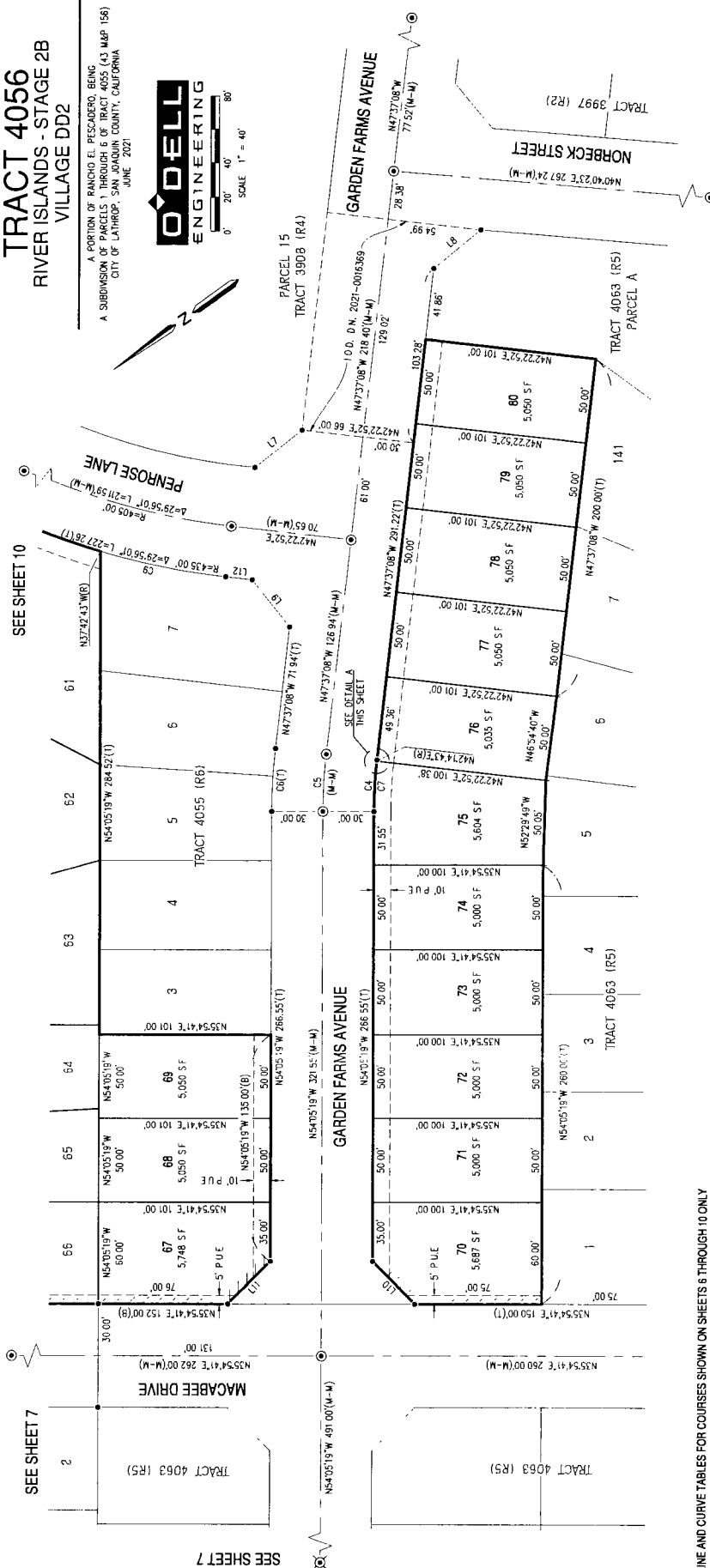
DETAIL A
NOT TO SCALE



A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 M&P 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



20' 40'
SCALE 1" = 40'



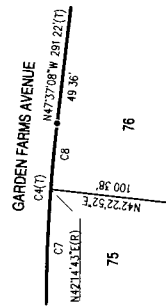
LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L17 <td>N271°55'31"</td> <td>35.36'</td> <td>L13 <td>N62°41'07"W</td> <td>35.36'</td> </td>	N271°55'31"	35.36'	L13 <td>N62°41'07"W</td> <td>35.36'</td>	N62°41'07"W	35.36'
L18 <td>N62°41'07"W</td> <td>35.36'</td> <td>L4 <td>N271°55'31"</td> <td>35.36'</td> </td>	N62°41'07"W	35.36'	L4 <td>N271°55'31"</td> <td>35.36'</td>	N271°55'31"	35.36'
L19 <td>N271°55'31"</td> <td>35.36'</td> <td>L5 <td>S57°08'45"E</td> <td>20.51'</td> </td>	N271°55'31"	35.36'	L5 <td>S57°08'45"E</td> <td>20.51'</td>	S57°08'45"E	20.51'
L20 <td>N45°05'19"W</td> <td>39.66'</td> <td>L6 <td>N42°25'27"E</td> <td>9.65'</td> </td>	N45°05'19"W	39.66'	L6 <td>N42°25'27"E</td> <td>9.65'</td>	N42°25'27"E	9.65'
L21 <td>N30°28'28"W</td> <td>38.89'</td> <td>L7 <td>N87°22'52"E</td> <td>35.36'</td> </td>	N30°28'28"W	38.89'	L7 <td>N87°22'52"E</td> <td>35.36'</td>	N87°22'52"E	35.36'
L22 <td>N271°55'31"</td> <td>35.36'</td> <td>L10 <td>N85°44'19"W</td> <td>35.36'</td> </td>	N271°55'31"	35.36'	L10 <td>N85°44'19"W</td> <td>35.36'</td>	N85°44'19"W	35.36'
L23 <td>N62°41'07"W</td> <td>35.36'</td> <td>L11 <td>N90°05'10"E</td> <td>35.36'</td> </td>	N62°41'07"W	35.36'	L11 <td>N90°05'10"E</td> <td>35.36'</td>	N90°05'10"E	35.36'
L24 <td>N62°41'07"W</td> <td>35.36'</td> <td>L12 <td>N42°22'52"E</td> <td>15.65'</td> </td>	N62°41'07"W	35.36'	L12 <td>N42°22'52"E</td> <td>15.65'</td>	N42°22'52"E	15.65'
L25 <td>N271°55'31"</td> <td>35.36'</td> <td>L13 <td>N05°05'19"W</td> <td>35.36'</td> </td>	N271°55'31"	35.36'	L13 <td>N05°05'19"W</td> <td>35.36'</td>	N05°05'19"W	35.36'
L26 <td>N271°55'31"</td> <td>35.36'</td> <td>L14 <td>N35°54'41"E</td> <td>20.00'</td> </td>	N271°55'31"	35.36'	L14 <td>N35°54'41"E</td> <td>20.00'</td>	N35°54'41"E	20.00'
L27 <td>N62°41'07"W</td> <td>35.36'</td> <td>L15 <td>N85°04'48"E</td> <td>35.69'</td> </td>	N62°41'07"W	35.36'	L15 <td>N85°04'48"E</td> <td>35.69'</td>	N85°04'48"E	35.69'
L28 <td>S16°05'08"W</td> <td>16.07'</td> <td>L16 <td>N35°54'41"E</td> <td>35.33'</td> </td>	S16°05'08"W	16.07'	L16 <td>N35°54'41"E</td> <td>35.33'</td>	N35°54'41"E	35.33'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C4	270.00	6°28'11"	30.49'
C5	300.00	6°28'11"	33.88'
C6	330.00	6°28'11"	37.26'
C7	270.00	6°20'01"	29.95'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C16	736.00	306°19'	39.89'
C17	435.00	7°39'10"	59.10'
C18	435.00	818°29'	63.08'
C19	435.00	4°03'59"	10.97'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C28	330.00	6°15'29"	36.43'
C29	270.00	11°58'29"	56.43'
C30	270.00	12°18'01"	57.96'
C31	300.00	11°45'00"	50.28'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C40	73.00	83°07'35"	105.91'
C41	736.00	63°37'55"	85.19'



DETAIL A
NOT TO SCALE

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 M&P 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



0' 20' 40' 80'

SCALE 1" = 40'



A survey map showing the intersection of Macabee Drive and Rabbit Hollow Court. Macabee Drive runs horizontally, and Rabbit Hollow Court runs vertically. The intersection is marked with a circle containing a cross. To the left of the intersection, Macabee Drive continues with a bearing of $R=300.00^\circ$ and a distance of $1190.61'(N-M)$. To the right of the intersection, Macabee Drive continues with a bearing of $S54.05^\circ 19' W$ and a distance of $1001.37'(M-M)$. Above the intersection, Rabbit Hollow Court continues with a bearing of $N35.54^\circ 41' E$ and a distance of $262.00'(M-M)$. Below the intersection, Rabbit Hollow Court continues with a bearing of $N43.05^\circ 19' W$ and a distance of $274.99'(M-M)$. The map is labeled 'MACABEE DRIVE' and 'RABBIT HOLLOW COURT'.

DETAIL B
NOT TO SCALE

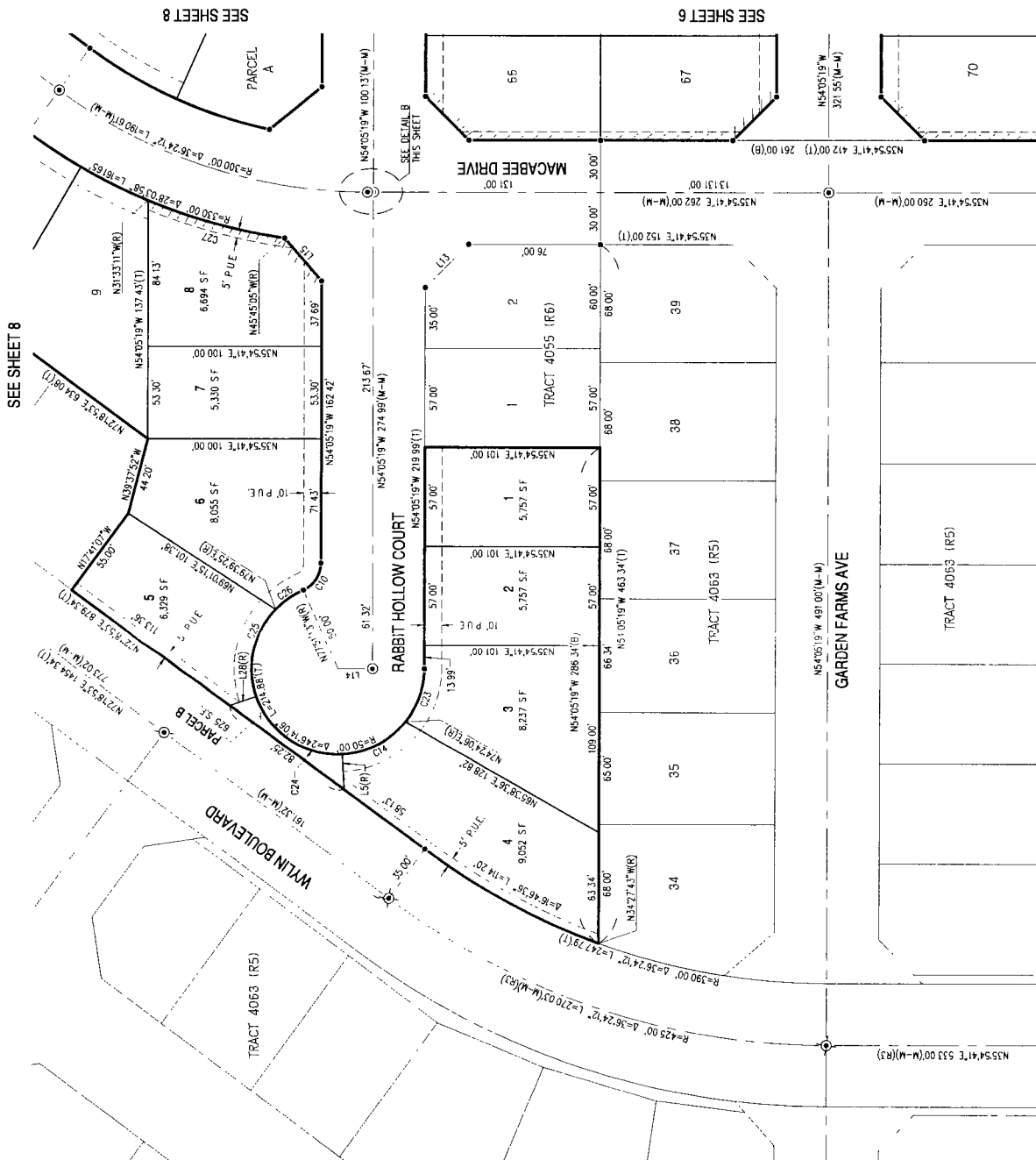
MONUMENTATION NOTES

- Ⓢ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - Ⓢ MONUMENT TO BE SET PER (R3)
 - ▲ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R3)
 - ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" (R3) AND (R4)
 - Ⓢ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - Ⓢ MONUMENT TO BE SET PER (R4)
 - Ⓢ MONUMENT TO BE SET PER (R1)
- 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" IN SIDEWALK 1'00" ON PROPERTY LINE PROTECTION 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 6 FOR LINE AND CURVE TABLES

SHEET 7 OF 10



SEE SHEET 6

2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3 SEE SHEET 6 FOR LINE AND CURVE TABLES

TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS TRACTS 4055 (R5)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



MONUMENTATION NOTES

- © SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- MONUMENT TO BE SET PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" (R3) AND (R4)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R1)
- T 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 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 6 FOR LINE AND CURVE TABLES



TRACT 4056 RIVER ISLANDS - STAGE 2B VILLAGE DD2

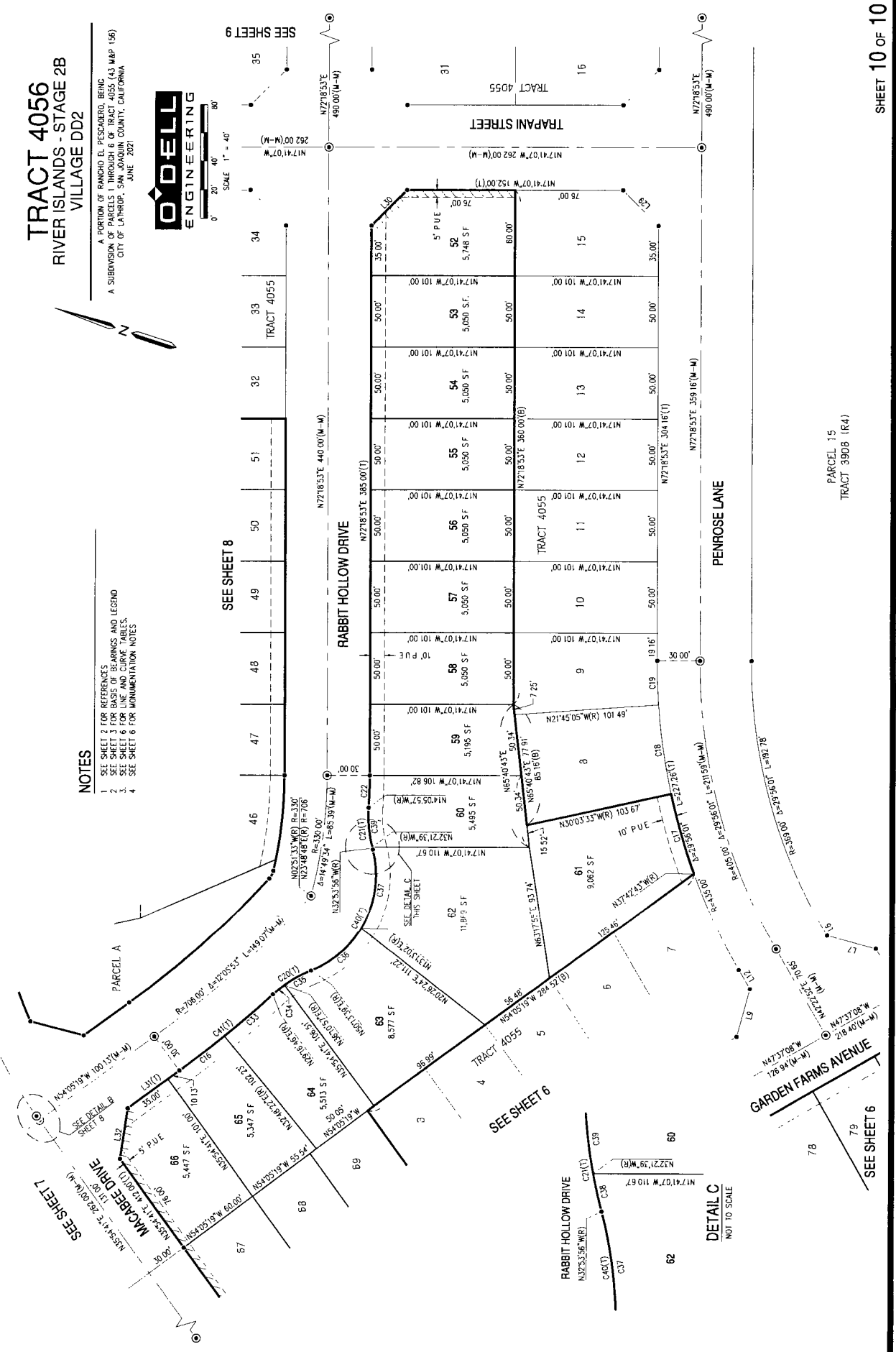
A PORTION OF RANCHO EL PESCAMERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 4055 (43 MAP 156)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JUNE 2021



SCALE 1" = 40'

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR EASEMENTS AND LEGEND
3. SEE SHEET 6 FOR LINE AND CURVE TABLES
4. SEE SHEET 6 FOR MONUMENTATION NOTES



DETAIL C
NOT TO SCALE

SEE SHEET 6

ITEM 5.1

CITY MANAGER'S REPORT JULY 12, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **AUTHORIZE NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN**

RECOMMENDATION: **Adopt a Resolution Authorizing a Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin**

SUMMARY:

On August 29, 2014, the California Legislature passed the comprehensive groundwater legislation Sustainable Groundwater Management Act (SGMA). SGMA provides a framework for sustainable groundwater management in California, and can be found in Senate Bills 1168 and 1319 and Assembly Bill 1739.

The City of Lathrop is one of six Groundwater Sustainability Agencies (GSAs) that form the Tracy Subbasin. Under SGMA, the GSAs must complete a Groundwater Sustainability Plan (GSP) and submit such plan to the Department of Water Resources (DWR) by January 31, 2022. Under a Memorandum of Agreement (MOA) executed on September 24, 2019, the City of Lathrop and the other five local agencies have been collaborating to develop a single GSP for the Tracy Subbasin.

The final GSP for the Tracy Subbasin will be presented to Council for adoption consideration in October or November of 2021. At least 90-days prior to the adoption hearing, the GSAs in the Tracy Subbasin are required by SGMA to send a Notice of Intent to adopt the GSP (Notice of Intent) to the cities and counties within the GSP area.

Staff recommends that Council, as the governing body of the City of Lathrop Groundwater Sustainability Agency (GSA), adopt the attached Resolution authorizing release of Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin.

BACKGROUND:

On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319 and Assembly Bill 1739, which are collectively referred to as the Sustainable Groundwater Management Act (SGMA). SGMA provides a framework for sustainable groundwater management in California.

SGMA requires government and water agencies in groundwater basins designated as medium or high priority by the California Department of Water Resources (DWR) to meet certain requirements:

JULY 12, 2021 CITY COUNCIL REGULAR MEETING**NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN**

- Form new Groundwater Sustainability Agencies (GSA) by June 30, 2017.
- Complete and submit a Groundwater Sustainability Plan (GSP) to DWR by January 31, 2020 for critically over drafted basins and by January 31, 2022 for non-critically over drafted basins.
- Update the GSP every five years.
- Achieve basin sustainability within 20 years of submitting the GSP.

The City of Lathrop overlies the Tracy Subbasin, which is designated by the State as a medium-priority, non-critically over drafted basin. Pursuant to the requirements of SGMA, the City of Lathrop originally formed as a GSA on October 3, 2016, for the portion of the City located east of the San Joaquin River and within the Eastern San Joaquin Subbasin. In 2018, the DWR approved a Basin Boundary Modification such that the City of Lathrop was located entirely within the Tracy Subbasin. Five other GSAs located in the Tracy Subbasin include the Banta-Carbona Irrigation District GSA, Byron-Bethany Irrigation District GSA, City of Tracy GSA, San Joaquin County GSA, and Stewart Tract GSA (herein collectively referred to as the "Tracy Subbasin GSAs").

On September 24, 2019, the Tracy Subbasin GSAs executed a Memorandum of Agreement to coordinate groundwater management and develop a single GSP for the Tracy Subbasin, which is due to the State no later than January 31, 2022. Local agencies have collaboratively managed groundwater resources in the Tracy Subbasin for decades. As a result of these efforts, groundwater resources in the basin are already sustainable. The GSP will provide a roadmap to continue to the sustainability of the region's groundwater supplies.

The GSP is being collaboratively developed with input from the six GSAs, as well as input from members of the public provided through monthly meetings, public workshops, and public comment periods. The Draft GSP is anticipated to be released for public comment and review in August 2021.

SGMA requires GSAs to adopt the final GSP at a public hearing. At least 90-days prior to the hearing, the GSA must send a notice to cities and counties within the plan area notifying them of the proposed GSP. This requirement is identified in Section 10728.4 of the California Water Code, which states that:

A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. The groundwater sustainability agency shall review and consider comments from any city or county that receives notice pursuant to this section and shall consult with a city or county that requests consultation within 30 days of receipt of the notice. Nothing in this section is intended to preclude an agency and a city or county from otherwise consulting or commenting regarding the adoption or amendment of a plan.

CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING
NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN
FOR THE TRACY SUBBASIN

PAGE 3

The final GSP for the Tracy Subbasin will be presented to Council for consideration to adopt at a regular public hearing held in October or November of 2021. At least 90-days prior to the adoption hearing, the GSAs in the basin will send a Notice of Intent to Adopt the GSP (Notice of Intent) to cities and counties within the GSP area. A copy of this Notice of Intent is provided as Attachment B.

REASON FOR RECOMMENDATION:

Pursuant to SGMA requirements, staff recommends Council to adopt a resolution authorizing a Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin.

FISCAL IMPACT:

There is no fiscal impact at this time for releasing the Notice of Intent to Adopt the Tracy Subbasin Groundwater Sustainability Plan.

ATTACHMENTS:

- A. Resolution Authorizing Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin
- B. Notice of Intent to Adopt the Tracy Subbasin Groundwater Sustainability Plan

CITY MANAGER'S REPORT
JULY 12, 2021, CITY COUNCIL REGULAR MEETING
NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN
FOR THE TRACY SUBBASIN

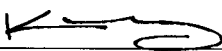
PAGE 4

APPROVALS:



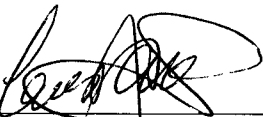
Greg Gibson
Senior Civil Engineer

6/28/2021
Date




Michael King
Director of Public Works

6/23/2021
Date



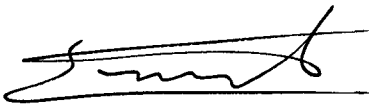
Cari James
Director of Finance

6/23/2021
Date




Glenn Gebhardt
City Engineer

6/28/21
Date



Salvador Navarrete
City Attorney

6-24-2021
Date



Stephen J. Salvatore
City Manager

6.30.21
Date

RESOLUTION 21 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING A NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN

WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d)); and

WHEREAS, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSPs"), which can be a single plan developed by one or more groundwater sustainability agency ("GSA") or multiple coordinate plans within a basin or subbasin (Wat. Code, § 10727); and

WHEREAS, SGMA requires a GSA manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Tracy Subbasin (designated basin number 5-22.15); and

WHEREAS, the City of Lathrop GSA was formed as a GSA on October 3, 2016, for the purposes of sustainably managing groundwater in the Eastern San Joaquin Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA; and

WHEREAS, in October 2018, the DWR approved a jurisdictional Basin Boundary Modification such that the City of Lathrop was located entirely within the Tracy Subbasin; and

WHEREAS, the City of Lathrop GSA has the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 et seq.); and

WHEREAS, on September 24, 2019, the GSAs executed a Memorandum of Agreement for the purpose of developing a GSP and coordinating sustainable groundwater management in the Tracy Subbasin (Wat. Code, § 10723.6(i)); and

WHEREAS, the GSAs submitted an Initial Notification to DWR to jointly develop a GSP for the Tracy Subbasin on February 12, 2018; and

WHEREAS, the City of Lathrop GSA is coordinating with the other GSAs in the Tracy Subbasin to draft a single GSP; and

WHEREAS, SGMA requires a GSA to adopt a GSP at a public hearing at least 90 days after providing notice to a city or county within the area of the proposed plan (Wat. Code, § 10728.4).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, as the governing body of the City of Lathrop Groundwater Sustainability Agency, hereby approves the Notice of Intent (Attachment B to the City Managers Report) to adopt the final Tracy Subbasin Groundwater Sustainability Plan.

The foregoing resolution was passed and adopted this 12th day of July, 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



**Stewart
Tract**



Attachment B

[Date]

Via email and U.S. mail

*Alameda County
City of Lathrop
City of Tracy
San Joaquin County*

RE: Notice of Intent to Adopt a Groundwater Sustainability Plan

The Groundwater Sustainability Agencies (GSAs) of the Tracy Subbasin (referred to herein as the Tracy Subbasin GSAs), pursuant to California Water Code Section 10728.4, hereby give notice to the legislative body of any city, county, or Public Utilities Commission-regulated company within the geographic area covered by the pending Tracy Subbasin Groundwater Sustainability Plan (GSP) that they intend to adopt a GSP for the Tracy Subbasin (Basin No. 5-022.15). A map of the GSP area is included herein.

The undersigned GSAs specifically provide notice to the City of Lathrop, City of Tracy, Alameda County, and San Joaquin County of the GSAs' intent to adopt the Tracy Subbasin GSP no earlier than 90-days upon your receipt of this notice. Considerations to adopt this joint document shall occur as part of the public hearings to be held individually by the undersigned GSAs.

Cities or counties that receive this notice may request to consult on the Tracy Subbasin GSP. These requests must be received within 30 calendar days upon receipt of this notice. Written requests to consult with one or more of the GSAs intended to adopt the Tracy Subbasin GSP shall be delivered to the GSP coordinator identified below.

Matt Zidar, San Joaquin County
mzidar@sjgov.org or by phone at (209) 953 -7460.

Interested parties may provide comments on the Public Draft GSP during the scheduled public comment period, August 9 through September 9, 2021. Information regarding the Draft GSP has been posted on the Tracy Subbasin website at tracysubbasin.org. The Draft GSP can be viewed on the website homepage. To review the list of GSA public hearings schedule for adoption proceedings of the Tracy Subbasin, visit www.tracysubbasin.org/meetings.

The GSAs look forward to adopting a GSP for the Tracy Subbasin. Should you have any questions about this notice, please contact your local GSA representative.

GSAs:

- Banta-Carbona Irrigation District GSA
- Byron-Bethany Irrigation District GSA
- City of Lathrop GSA
- City of Tracy GSA
- San Joaquin County GSA
- Stewart Tract GSA



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COMMISSION/COMMITTEE APPLICATION
 San Joaquin County Mosquito and Vector
 Control District Board of Trustees

Applying for: _____

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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

JUN 04 2021

CITY CLERK

Name: _____
 Address: _____ City: Lathrop Zip: 95330
 Telephone (home) _____ Telephone (work) _____
 Telephone (cell) _____ Telephone (other) _____
 Email: _____ Resident of the City of Lathrop: 3 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No
 If yes, give name and relationship NA

Employment/Volunteer Information:

City of Lathrop	2019 to Present
<i>Organization</i> Lathrop, Ca	<i>Date</i> Parks and Recreation Commissioner

<i>Location</i>	<i>Position(s)</i>
Promote, aid and encourage public recreation, Responsibilities/accomplishments: including the development of recreation and park facilities and programs.	

Habitat for Humanity	2002 to Present
----------------------	-----------------

<i>Organization</i> Various	<i>Date</i> Painter
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: Mask and paint newly installed drywall.

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
----------------------	---------------------------	-------

Name of Organization	Position/Responsibilities/Accomplishments	Dates
----------------------	---	-------

Special Awards or Recognitions you have received: _____

Educational Information:

University of Phoenix	MBA	Business	2007
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
University of San Jose Recoletos	BA	Mass Comm	1999
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Marianne Hope Datoc

6/4/2021

Signature

Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

ITEM 6.2**CITY MANAGER'S REPORT
JULY 12, 2021 CITY COUNCIL REGULAR MEETING****ITEM: MAYOR'S REFERRAL**

RECOMMENDATION: Appoint Eleven of Thirteen (11 of 13) Members to the Youth Advisory Commission with Term Expiring May 31, 2022

YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The commission currently has Thirteen (13) available vacancies; Eleven (11) applications were received. Staff will continue to recruit until all vacancies are filled.

Former Commissioner(s);	Date of Appointment	Reappointment Date	Term Expiration Date
John Wall Jr.	6/11/18	6/10/19	5/31/20
Juan Manuel Serrano	6/11/18	6/10/19	5/31/20
Justice Castaneda	6/10/19	n/a	5/31/20
Safah Nassimi	8/31/18	6/10/19	5/31/20
Sanah Nassimi	8/31/18	6/10/19	5/31/20
Sebastian Manrique	6/10/19	n/a	5/31/20
Simarleen Riyat	6/10/19	n/a	5/31/20
Navni Saini	8/12/19	n/a	5/31/20
Mushda Nawabi	8/21/17	6/11/18 6/10/19	5/31/20 (Termed out after this term)
Phil Tualla	8/12/19	n/a	5/31/20 (not eligible for reappointment)
Taurus Kohn	8/12/19	n/a	5/31/20 (not eligible for reappointment)
Harman Garcha	8/21/17	6/11/18 6/10/19	5/31/20 (not eligible for reappointment)
Cheyenne Rains	12/9/19	n/a	5/31/20 (not eligible for reappointment)

APPLICANTS FOR CONSIDERATION:

- 1. Amanpreet Atwal**
- 2. Sarah Winkleblech**
- 3. Justice Castaneda**
- 4. Aidan Flores**
- 5. John Wall Jr.**
- 6. Emily Banh**
- 7. Kimberly Auman**
- 8. T'Ar Belvine**
- 9. Jayden Wall**
- 10. Pranav Vemparala**
- 11. Juan Manuel Serrano**



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Youth Advisory Commission

JUL 06 2020

Special Requirements:

CITY CLERK

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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Amanpreet Atwal

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 15 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? Yes

If yes, give name and relationship Sonny Dhallwal; Uncle

Employment/Volunteer Information:

Dream Dance Studios May 2018 - present

Organization

Date

702 W Yosemite Ave, Manteca CA

Instructor and DJ

Location

Position(s)

Responsibilities/accomplishments: I help teach Punjabi cultural dance classes for children ages 4 and up

I am also responsible for ensuring each team has the appropriate musical accompaniment for their performances.

Organization

Date

Location

Position(s)

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

Virse de Shokeen	Lead Dancer and DJ	2014- present
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

Sonny Dhaliwal for Mayor	Volunteer	
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Lathrop Spartan Gold Award Fall 2019
Lathrop Youth Focus

Educational Information:

Joseph Widmer Jr.	Elementary School	2019
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>

Lathrop High School	High School	2023
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I would like to apply for YAC so that I can be a part of the team that is responsible for creating a fun and engaging environment for people my age. I believe I can offer a unique perspective from my time as a dance instructor by adding new activities that will increase participation in youth events. Additionally, I would like to follow in my family's tradition of community service. My uncle is the current mayor and my older brother was a YAC member from 2010-2014.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Amanpreet Atwal

Signature

7-2-2020

Date

Jaswinder Atwal

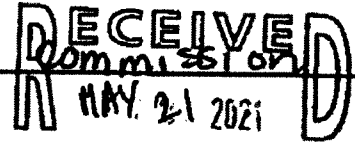
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth advisor



Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to **PARKS AND RECREATION**

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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Sarah Winkeblech

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) _____

Telephone (cell) _____ Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 1 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:

Grace Community Church 2020-2021
Organization Date

Lathrop California Chef
Location Position(s)

Responsibilities/accomplishments: I made breakfast burritos for the homeless and helped pass them out

2020-2021
Organization Date

Lathrop California Cleaner
Location Position(s)

Responsibilities/accomplishments: I cleaned the house and backyard every Saturday

Community Activities that you have been involved with (feel free to attach additional pages)

St. Anthony's	Server	2014-2021
<small>Name of Organization</small>	<small>Position/Responsibilities</small>	<small>Dates</small>

FESM Hall	Server	2018-2021
<small>Name of Organization</small>	<small>Position/Responsibilities/Accomplishments</small>	<small>Dates</small>

Special Awards or Recognitions you have received: Honor roll, Onyx,


Educational Information:

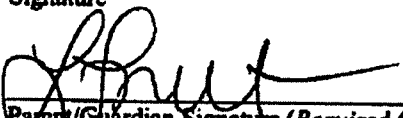
Lathrop High	N/A	N/A	2022
<small>Educational Institution</small>	<small>Degree/Diploma</small>	<small>Field</small>	<small>Year</small>

<small>Educational Institution</small>	<small>Degree/Diploma</small>	<small>Field</small>	<small>Year</small>
--	-------------------------------	----------------------	---------------------

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below..

	5-21-2021
<small>Signature</small>	<small>Date</small>


<small>Parent/Guardian Signature (Required for Youth Advisory Candidates only)</small>

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

RECEIVED
MAY 21 2021

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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Justice Castorena

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) N/A

Telephone (cell) [REDACTED] Telephone (other) N/A

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:

Youth advisory Commission 2019-2020
Organization Date

Lathrop Community Center Committee
Location Position(s)

Responsibilities/accomplishments: Manage the gen center snack bar, over 100 hours of volunteer hours, help run city events

Anthony Triunfo Elementary School September 2019
Organization Date

Anthony Triunfo Elementary School Teacher Assistant
Location Position(s)

Responsibilities/accomplishments: Help manage in classroom, organize papers, advising to the teacher

Community Activities that you have been involved with (feel free to attach additional pages)

<u>Youth Advisory Commission</u>	<u>Commissioner</u>	<u>2019-2020</u>
Name of Organization	Position/Responsibilities	Dates

<u>American Red Cross</u>	<u>Blood Donator</u>	<u>May 17, 2021</u>
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Spartan Gold (4.0 GPA),
Spartan of the month,

Educational Information:

<u>Lathrop High School</u>	<u>HS Diploma</u>	<u>General</u>	<u>2022</u>
Educational Institution	Degree/Diploma	Field	Year

_____	_____	_____	_____
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.)

Really really close to the generation center staff.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

<u>[Signature]</u>	<u>5/20/21</u>
Signature	Date

[Signature]

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

Applying for: Youth Advisory Commission

MAY 26 2021

Special Requirements:

CITY CLERK

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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Arden Ferry

Address: [REDACTED]

City: Lathrop

Zip: 98550

Telephone (home) [REDACTED]

Telephone (work) [REDACTED]

Telephone (cell) [REDACTED]

Telephone (other) [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: 17 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒

No ☐

Background Information:

Are you related to a current City Employee? [REDACTED]

If yes, give name and relationship [REDACTED]

Employment/Volunteer Information:

Organization [REDACTED]

Date [REDACTED]

Location [REDACTED]

Position(s) [REDACTED]

Responsibilities/accomplishments: [REDACTED]

Organization [REDACTED]

Date [REDACTED]

Location [REDACTED]

Position(s) [REDACTED]

Responsibilities/accomplishments: [REDACTED]

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
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Name of Organization	Position/Responsibilities/Accomplishments	Dates
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Special Awards or Recognitions you have received: Silver Honor Roll Award

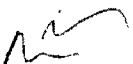
Educational Information:

Lathrop High	High School Diploma		2022
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below..

 _____ Signature	<u>5/20/21</u> _____ Date
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Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisor

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MAY 21 2021

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.

PARKS AND RECREATION

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: John Wall Jr.

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] 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? _____

If yes, give name and relationship _____

Employment/Volunteer Information:

Second Harvest Food Bank
Organization _____ Date _____

Manteca
Location _____ Position(s) Volunteer

Responsibilities/accomplishments: Served free food from Second Harvest's Mobile Fresh trucks

Interact (LHS)
Organization _____ Date _____

Lathrop/Stockton
Location _____ Position(s) Volunteer

Responsibilities/accomplishments: Helped package and serve sandwiches to the homeless.

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
YAC	Volunteer	

Name of Organization	Position/Responsibilities/Accomplishments	Dates
YAC	Volunteer/Server	

Special Awards or Recognitions you have received: 4.0 GPA, Perfect Attendance

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
Lathrop High School	Diploma		11th

Educational Institution	Degree/Diploma	Field	Year
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Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Currently an employee at the Manteca Golf Course as Outside Service.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

John Wall
Signature

5/27/2021
Date



Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission



Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: EMILY BANH

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: 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:

Women Empowerment Club 2019-2020
Organization Date

Lathrop High School Active Member
Location Position(s)

Responsibilities/accomplishments: Attending all club meetings and events, working together with group members to plan and organize events, volunteered at women's and homeless shelter

Interact Club 2019-2020
Organization Date

Lathrop High School Active Member
Location Position(s)

Responsibilities/accomplishments: Attending all club meetings and volunteer events, volunteered to help make and distribute sandwiches for the homeless, served meals at a senior center

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
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Name of Organization	Position/Responsibilities/Accomplishments	Dates
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Special Awards or Recognitions you have received: Lathrop High School Spartan Gold Award, Lathrop High School Spartan Silver Award, Manteca Unified School District 2015 Spelling Bee Champion, 2020 MUSD HS Honor Band, 2020 San Joaquin County HS Honor Band

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
<u>Lathrop High School</u>	<u>High School Diploma</u>		<u>2022</u>

Educational Institution	Degree/Diploma	Field	Year
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Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

During the 2019-2020 school year, I was an active member of the GoGreen Club at LHS. I attended all weekly meetings where I would work with other members to collect and sort recyclable materials from the campus. I also try to pick up litter and place it into garbage bins, and recyclables into recycling bins whenever I can.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Emily Bank 05/27/21
Signature Date

[Signature] 5/27/21
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

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MAY 28 2021

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.

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Kimberley Auman

Address: [REDACTED] City: Lathrop, CA Zip: 95330

Telephone (home) [REDACTED] Telephone (work) None

Telephone (cell) [REDACTED] Telephone (other) None

Email: [REDACTED] Resident of the City of Lathrop: 2 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:

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages) None

Name of Organization	Position Responsibilities	Dates
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Name of Organization	Position Responsibilities	Accomplishments	Dates
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Special Awards or Recognitions you have received: Sandia Women's Connection (SWC)
Outstanding Achievement in Math Award, LHS Spartan Gold

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
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Educational Institution	Degree/Diploma	Field	Year
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Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am a high school junior entering my senior year this fall 2021.
I would love to join Lathrop's Youth Advisory Commission and
help out the community. It would be preferable to start this
summer.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature K. Auman Date 5/27/21

Parent/Guardian Signature (Required for Youth Advisory Candidates only) M. Auman

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



COMMISSION/COMMITTEE APPLICATION

Applying for: YOUTH 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 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

MAY 26 2021

Name: TAr Belvine

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: 14 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:

Lathrop Junior Spartans Starts Cheer Coach June 2019- Current

Organization Date

Lathrop High School Assistant Coach

Location Position(s)

Responsibilities/accomplishments: Teach Cheerleaders cheers, assist with conditioning, lead cheer stretches, responsible for girls hair and makeup, check-ins at football games, and assist with snack bar at football games.

Lathrop 5th Grade Math Cup Tutoring May 2021

Organization Date

Joseph Widmer Elementary School Tutor and Mentor

Location Position(s)

Responsibilities/accomplishments: Provide math activities to students, assist with questions, explain tasks to students, calucitaed track of time, and cleaedn stations as needed.

Community Activities that you have been involved with (feel free to attach additional pages)

Belvine Back To School Backpack a	Repair backpack and supplies.	July 2015- 2019
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

Mossdale Canned Food Drive	Provide and Distribute Food.	November 2014-2017
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Responsibility Award, Student of The Month Award, Link Leader Award, African American Advocate Award, Academic Achievements, Award of Excellence.

Educational Information:



N/A	N/A	N/A	N/A
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

N/A	N/A	N/A	N/A
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

In the near future, I would love to be a community humanitarian, so helping or being apart of my community would be so much of a start to what I will become and continue to do. I am very dedicated and I hold nothing but pride in everything that I do.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

	5/25/2021
<i>Signature</i>	<i>Date</i>
	
<i>Parent/Guardian Signature (Required for Youth Advisory Candidates only)</i>	

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

RECEIVED

MAY 28 2021

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.

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Jayden Wall

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 _____

Employment/Volunteer Information:

2nd Harvest Food Bank
Organization _____ Date _____

Monteca
Location _____ Position(s) Volunteer

Responsibilities/accomplishments: Help serve food to the public

Love Monteca
Organization _____ Date _____

Monteca
Location _____ Position(s) Volunteer

Responsibilities/accomplishments: Picked up trash in Monteca

Community Activities that you have been involved with (feel free to attach additional pages)

JUNIOR P6A VOLUNTEER/PARTICIPANT 2019-2021
Name of Organization Position Responsibilities Dates

Name of Organization Position Responsibilities Accomplishments Dates

Special Awards or Recognitions you have received: 4.0 GPA, PERFECT ATTENDANCE

Educational Information:

RIVER ISLANDS 8TH 2021
Educational Institution Degree/Diploma Field Year

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.)

I ENJOY HELPING PEOPLE AND WANT TO BE MORE INVOLVED IN THE COMMUNITY

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Jayden Wall
Signature

Thu, May 27 2021
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: YOUTH ADVISORY COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: JUN 29 2021

CITY CLERK

Name: PRANAV VEMPARALA

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: 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 [REDACTED]

Employment/Volunteer Information:

<u>GIVE EVERY CHILD A CHANCE</u>	<u>SEPTEMBER 2019 - MARCH 2020</u>
<i>Organization</i>	<i>Date</i>
<u>MOSSDALE ELEMENTARY SCHOOL</u>	<u>TUTOR</u>
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: I was able to gain experience tutoring others.

<u>NAMI EASTSIDE</u>	<u>MARCH 2021</u>
<i>Organization</i>	<i>Date</i>
<u>ONLINE</u>	<u>VOLUNTEER</u>
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: I did data entry about mental illnesses. - -

Community Activities that you have been involved with (feel free to attach additional pages)

HCCC LIVERMORE	VOLUNTEER	2018 - 2019
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

ROBORAVE	EVALUATOR	FEBRUARY 2019
<i>Name of Organization</i>	<i>Position/Responsibilities Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: I was the valedictorian in middle school, received an excellence in English Award, and was in the San Joaquin County Honor Choir and District Honor Band

Educational Information:

LATHROP HIGH SCHOOL	HIGH SCHOOL	10TH GRADE	2021-2022
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

<i>Educational Institution</i>	<i>Degree Diploma</i>	<i>Field</i>	<i>Year</i>
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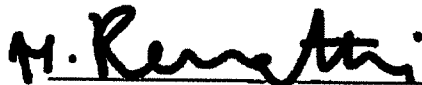
Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am currently working to get an associate degree in Aeronautical, Mechanical, and Manufacturing at San Joaquin Delta College.

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

06-29-2021
Date



Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: YOUTH ADVISORY COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.

Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

JUL 02 2021

CITY CLERK

Name: Juan Manuel Serrano

Address: [REDACTED] City: Lathrop Zip: Ca

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 16 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? Yes

If yes, give name and relationship Teresa Vargas, mother

Employment/Volunteer Information:

Building Maintenance Assistant Summer 2021 only

Organization Date

Location Position(s)

Responsibilities/accomplishments: Pool maintenance, landscaping, building maintenance, and general maintenance duties as assigned

Organization Date

Lathrop Youth Advisory Commission 2018 and 2019

Location Position(s)

Responsibilities/accomplishments: Former Commissioner

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Little League	3rd Baseman and Pitcher	2008-2018
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
Lathrop High School sports	Football and Baseball	2018 - 2020
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Honor Roll student throughout Middle School and High School with average GPA 3.5 to 3.7; Awarded LHS "Spartan of the Month" September 2018 for displaying trait of engagement. Awarded LHS "Golden Spike Award" May 2019.

Educational Information:

Lathrop High School - Entering Senior Grade			2021-2022
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have enjoyed being part of the Lathrop YAC, I have learned to balance school sports, and my studies while being an active member of the YAC. My past community involvement has afforded me to participate in the Lathrop Generations Center snack bar, Lathrop Christmas Parade, Breakfast with Santa, Senior Advisory Commission Valentine's Day dance, Breakfast with the Easter Bunny, and Earth Day to name a few. I also participated in other community events with LHS coaches, such as the backpack drive special event sponsored by Thrive Church. I enjoy being part of my community and helping during volunteer opportunities. If honored to serve a 3rd and final term, I will continue to serve the Lathrop community proudly.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

JUAN SERRANO
Signature

7/2/2021
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**