

# September 11, 2023 – 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](http://www.ci.lathrop.ca.us)

## City Council

Sonny Dhaliwal, Mayor  
Paul Akinjo, Vice Mayor  
Minnie Diallo  
Diane Lazard  
Jennifer Torres-O'Callaghan

## City Staff

Stephen Salvatore, City Manager  
Salvador Navarrete, City Attorney  
Michael King, Assistant City Manager  
Thomas Hedegard, Deputy City Manager  
Teresa Vargas, Government Services  
Director / City Clerk  
Brad Taylor, City Engineer  
Tony Fernandes, Information Systems Director  
Cari James, Finance Director  
Juliana Burns, Human Resources Director  
Rick Caguiat, Community Development  
Director  
Todd Sebastian, Parks, Recreation and  
Maintenance Services Director  
Raymond Bechler, 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.



**September 11, 2023 – Regular Meeting Agenda – 7:00 p.m.**



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See Reverse

## **IMPORTANT NOTICE REGARDING THIS MEETING**

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1600527364?pwd=QWxVUU9MMW1QMEU4aVhIOEdxTlcyQT09>

- ✦ 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 or +1 (669) 216-1590
  - To request to speak (same as the “raise hand” feature) press \*9 / When the City Clerk calls your name, press \*6 to unmute.
- ✦ Meeting Webinar ID: 160 052 7364 / Passcode: 118180
- ✦ 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](mailto: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.

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>

### **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](mailto: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, MMC  
Government Services Director / City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330  
Telephone: (209) 941-7230



**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, SEPTEMBER 11, 2023  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

**PLEASE NOTE: There will be a Closed Session commencing at 6:00 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.**

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) and 54956.9(e)(1)

- 2 Potential Case(s)

1.2.2 CONFERENCE THREAT TO PUBLIC SERVICES OR FACILITIES: Consultation with: Legal Counsel and Police Chief Pursuant to Government Code Section 54957, Regarding Safety Protocols for Potential Public Threats

**RECONVENE**

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

## **2. PRESENTATIONS**

### **2.1 INTRODUCTION OF NEW EMPLOYEES**

#### Public Works Department

- Veronica Albarran, Junior Engineer

#### Police Department

- Tracie Shea, Lieutenant

### **2.2 POLICE DEPARTMENT EMERGENCY EVACUATION TRAINING PRESENTATION**

## **3. CITIZEN'S FORUM**

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

## **4. CONSENT CALENDAR**

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

### **4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS**

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

### **4.2 APPROVAL OF MINUTES**

Approve Minutes for the Regular Council Meeting of July 10, 2023

### **4.3 TABLE SPONSORSHIP AT STOCKTON CHAMBER OF COMMERCE'S 56TH ANNUAL INDUSTRIAL BARBECUE**

Ratify City Participation and Table Sponsorship at the Stockton Chamber Of Commerce Barbecue, to be held September 13, 2023

- 4.4 ECONOMIC DEVELOPMENT RELATED MEMBERSHIPS AND SPONSORSHIPS  
Approve Resolution Authorizing Participation in Membership Organizations and Sponsorship Opportunities that Promote and Enhance the City of Lathrop's Economic Development Goals
- 4.5 PLANNING FEE WAIVER REQUEST BY GLOBAL SEVA FOUNDATION (TUP-23-95)  
Adopt Resolution Waiving the Temporary Use Permit Application Processing and Document Retention Fees for the Global Seva Foundation, in the Combined Amount of \$392
- 4.6 AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS)  
Adopt Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$60,000 from the State of California Office of Traffic Safety (OTS)
- 4.7 APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR MITRA USA  
Adopt Resolution Approving a Facility Fee Waiver Request from Mitra USA for the Use of the Scott Brooks Gymnasium on October 13, 2023 from 4:00 p.m. to 10:00 p.m. to Host a Cultural Event
- 4.8 APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR LATHROP LITTLE LEAGUE  
Adopt Resolution Approving a Facility Fee Waiver Request from Lathrop Little League for the Use of Mossdale Park Baseball Fields from September 11, 2023 through November 4, 2023 for Fall Baseball Clinics
- 4.9 APPROVE OUT OF STATE TRAVEL FOR THE 2023 NATIONAL LEAGUE OF CITIES CITY SUMMIT  
Adopt Resolution Authorizing Out of State Travel for the 2023 National League of Cities City Summit Trip to Atlanta, Georgia, from November 15-18, 2023
- 4.10 APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL PUMPKIN MAZE EVENT AT DELL'OSSO FARMS  
Adopt Resolution Approving Agreement to Provide Law Enforcement Services to Dell'Osso Farms, LLC, for the Annual Pumpkin Maze Event on September 30, 2023 through October 31, 2023

- 4.11 APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT  
Adopt Resolution Approving Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk Event on October 7, 2023
- 4.12 APPROVE OUT OF STATE TRAVEL FOR THE POLICE DEPARTMENT RECORDS SUPERVISOR TO ATTEND THE RIMSCON 2023 CONFERENCE IN OCTOBER 2023  
Adopt Resolution Approving Out of State Travel for the Police Department Records Supervisor to Attend the RIMSCON 2023 Conference in South Lake Tahoe, Nevada from October 9, 2023 to October 13, 2023
- 4.13 APPROVE PURCHASE OF A CHEVROLET SILVERADO 3500 SPRAY RIG FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT  
Adopt Resolution Approving the Purchase of a Chevrolet Silverado 3500 Spray Rig for the Parks, Recreation and Maintenance Services Department
- 4.14 APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SOUTH LATHROP LAND, LLC TO LATHROP LAND ACQUISITION, LLC, THROUGH THE CITY  
Adopt Resolution Approving the Transfer of Wastewater Treatment Capacity in the Consolidated Treatment Facility from South Lathrop Land, LLC to Lathrop Land Acquisition, LLC through the City and an Associated Transfer Agreement
- 4.15 APPROVE AMENDMENT NO. 1 WITH DOKKEN ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD REALIGNMENT AT ROTH ROAD, CIP PS 14-04  
Adopt Resolution Approving Amendment No. 1 with Dokken Engineering for Professional Engineering Services for the Harlan Road Realignment at Roth Road, CIP PS 14-04
- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS, INC. FOR CITY HALL LANDSCAPE RENOVATIONS, CIP GG 21-09  
Adopt Resolution to Accept Public Improvements Constructed by Amerine Systems, Inc. for the City Hall Landscape Renovation, CIP GG 21-09, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP GG 21-15  
 Adopt Resolution to Accept Public Improvements Constructed by Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights Associated with Louise Avenue Landscape, CIP GG 21-15, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.18 AWARD SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF CALIFORNIA, LLC FOR STREET SWEEPING SERVICES  
 Adopt Resolution Awarding a Service Contract to Sweeping Corporation of America of California, LLC for Street Sweeping Services
- 4.19 RATIFY CITY MANAGER APPROVAL OF CONSTRUCTION CONTRACT WITH LUMA ENGINEERING INC. FOR THE CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT  
 Adopt Resolution to Ratify City Manager's Action to Approve Construction Contract with Luma Engineering Inc. for the City of Lathrop Facilities ADA Improvements, CIP GG 23-14 and Approve Budget Amendment

***RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)***

- 4.20 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS  
 Adopt Resolution Approving Final Map for Tract 4155 Unit 1 within the West Village District, Totaling 105 Single Family Lots, CFD Annexation No. 4, Irrevocable Offer of Dedication and Subdivision Improvement Agreement with River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC
- 4.21 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 68 LOTS IN TRACT 4172 VILLAGE 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS  
 Adopt Resolution Approving Final Map for Tract 4172 Village 1 within the West Village District, Totaling 68 Single Family Lots, CFD Annexation No. 2, and Subdivision Improvement Agreement with River Islands Development Area 2, LLC, and River Islands Stage 2A, LLC



- 4.22 APPROVE CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR THE AUTHORITY'S COMMUNITY FACILITIES DISTRICTS  
Adopt Resolution Approving a Consolidated Joint Community Facilities Agreement with River Islands Public Financing Authority (RIPFA) for the Authority's Community Facilities Districts
- 4.23 APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN  
Adopt Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan

*CEQA STATUS: The Proposed Project Falls within the Scope of the Previously Certified Subsequent Environmental Impact Report (SEIR) (SCH No.1993112027) for the River Islands at Lathrop Phase Two Project; therefore, no further Environmental Review is Required in Accordance with the California Environmental Quality Act*

**5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE AMENDING THE LATHROP MUNICIPAL CODE TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.36 "PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO PURCHASING PROCEDURES AND LIMITS"  
City Council to Consider the Following Items:
  - 1. Hold a Public Hearing; and
  - 2. First Reading and Introduction of an Ordinance Amending Title 2, Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions To Purchasing Procedures and Limits" by Adding a New Section ("D") to Allow Cooperative Purchasing Agreements
- 5.2 ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR CIP PW 22-36 AQUIFER STORAGE AND RECOVERY  
Adopt Resolution Adopting the Mitigated Negative Declaration for the City of Lathrop Aquifer Storage and Recovery Project, CIP PW 22-36 in Accordance with the California Environmental Quality Act Requirements
- 5.3 GRAND JURY REPORT RESPONSE  
Accept Grand Jury Report on School Safety in San Joaquin County and Direct the City Attorney to Submit a Letter to the Presiding Judge of the San Joaquin County Superior Court Responding to the Finding and Recommendation of the Grand Jury Report

- 5.4 PROVIDE DIRECTION ON LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION AND CREATE CIP GG 24-27  
Adopt Resolution Creating CIP GG 24-27 Lathrop Road Residential Driveway Reconstruction and Approve Budget Amendment

## 6. COUNCIL COMMUNICATIONS

- 6.1 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 (Vacancy)*
  - *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/Torres-O'Callaghan)*
  - *LAFCo (Diallo)*
- 6.2 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

*/Teresa Vargas/*

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Teresa Vargas, MMC  
Government Services Director  
City Clerk

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, JULY 10, 2023  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**MINUTES**

**PLEASE NOTE: There was a Closed Session, which commenced at 5:50 p.m. The Regular Meeting reconvened at 7:08 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:50 p.m.

1.2 CLOSED SESSION

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

- Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant To Government Code Section 54956.8

Property: APNs 192-020-44 & 192-020-45

Agency Negotiator: Stephen Salvatore, City Manager

Negotiation Parties: Saybrook, CLSP, LLC

Under Negotiation: Price and Terms of Negotiations

1.2.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- City Attorney
- City Manager

**RECONVENE** – Mayor Dhaliwal reconvened the meeting at 7:08 p.m.

1.2.4 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that there was no discussion on Item 1.2.1, and the City Council authorize staff to pay \$4.50 per square foot for purchase of real property pursuant to Item 1.2.2. Mayor Dhaliwal reported that there was not reportable action pursuant to Item 1.2.3.

1.3 ROLL CALL Present: Mayor Dhaliwal, Vice Mayor Akinjo,  
Councilmembers: Diallo and Torres-  
O'Callaghan

Absent: Councilmember Lazard

1.4 INVOCATION – Mayor Dhaliwal held a moment of silence in memory of longtime City of Lathrop resident Joyce Gatto, and City of Tracy residents Amrik Wander and Arvind Ram.

1.5 PLEDGE OF ALLEGIANCE – Vice Mayor Akinjo led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced Caltrans work on I5 scheduled for the month of July; and grand openings of the Lyons Park, Rotary Park, and River Park in the Central Lathrop Stanford Crossing Development.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Diallo declared conflict of interest with Item 4.18, due to an agreement with the River Islands Development. Mayor Dhaliwal declared a conflict of interest with Item 5.2, due to his residence within the Woodfield Park District area.

## **2. PRESENTATIONS**

2.1 PRESENTATION OF ARTWORK DONATION FROM THE MARTIN FAMILY TO THE LATHROP MAYOR'S ART SHOW AND SALE COMMITTEE

Tony Martin, on behalf of the Martin Family, presented the City of Lathrop Mayor's Art Show and Sale Committee with a piece of artwork painted by the late Cindy Martin, former founding member of the Mayor's Art Show and Sale Committee and longtime Lathrop resident. Additionally, Bennie Gatto donated to the City of Lathrop's Joyce Gatto Art Gallery an acknowledgement award presented to Joyce Gatto honoring her years of service and contributions to the Mayor's Art Show.

2.2 PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE LATHROP-MANTECA FIRE DEPARTMENT, AND CITY OF LATHROP PUBLIC WORKS, POLICE, AND PARKS, RECREATION & MAINTENANCE SERVICES DEPARTMENTS FOR THEIR INVOLVEMENT IN THE PREPARATION OF THE ANNUAL JULY 1 CELEBRATION EVENT

Mayor Dhaliwal, on behalf of the City Council, presented certificates of appreciation to the Lathrop-Manteca Fire Department, Lathrop Public Works Department, and Park, Recreation and Maintenance Services Department for their work in preparation of the annual July 1<sup>st</sup> celebration.

2.3 PROCLAMATION DECLARING JULY 2023 AS PARKS AND RECREATION MONTH

Vice Mayor Akinjo provided a proclamation declaring July 2023 as Parks and Recreation month to Director of Parks, Recreation and Maintenance Services Todd Sebastian.

2.4 QUARTERLY ECONOMIC DEVELOPMENT PRESENTATION

Economic Development Administrator Shelley Burcham provided the presentation covering economic development activity from April 2023 to June 2023.

2.5 POLICE DEPARTMENT PRESENTATION REGARDING PRIORITY ONE CALL TYPES AND UPDATED RESPONSE TIMES

City Manager Stephen Salvatore pulled Item 2.5 off the agenda for further data evaluation, and announced it would be rescheduled to a future meeting.

**3. CITIZEN'S FORUM**

Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California's 13<sup>th</sup> District. Bennie Gatto thanked the City Council and staff for their attendance and assistance with the Joyce Gatto Celebration of Life.

**4. CONSENT CALENDAR**

On a motion by Vice Mayor Akinjo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, Items 4. 1 through 4. 17, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Torres- O' Callaghan and Dhaliwal  
Noes: None  
Absent: Lazard  
Abstain: \*Torres-O'Callaghan (Item 4.5 only)

*(\*The City of Lathrop City Council Handbook of Rules and Procedures, page 13, Chapter IV, Section 8(5) applies to abstentions without identified legal disqualifications.)*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approve Minutes for the Regular Council Meeting of June 12, 2023

4.3 SECOND READING AND ADOPTION OF ORDINANCE 23-446 OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Waived the full reading and adopted **Ordinance 23-446** Levying Special Taxes within City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

4.4 APPROVE UPDATES TO THE PERSONNEL RULES AND REGULATIONS

Adopted **Resolution 23-5323** to approve updates to the Personnel Rules and Regulations.

4.5 APPROVE THE CREATION OF A DEPUTY CITY MANAGER POSITION

Adopted **Resolution 23-5324** creating a Deputy City Manager position at Grade 90, approving the job description, updating the grade step table, un-funding the Deputy Finance Director position, and approving the related budget amendment.

4.6 APPROVE OUT OF STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT SCHOOL RESOURCE OFFICERS TO ATTEND THE G.R.E.A.T OFFICER TRAINING IN JULY 2023

Adopted **Resolution 23-5325** approving out of state travel for two (2) Lathrop Police Department School Resource Officers to attend the Gang Resistance Education and Training (G.R.E.A.T) Officer training in Scottsdale, Arizona from July 24, 2023 to July 28, 2023.

4.7 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SOLID NETWORKS INC. FOR INFORMATION TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES

Adopted **Resolution 23-5326** approving a Professional Services Agreement with Solid Networks, Inc. for Information Technology Maintenance and Support Services.

- 4.8 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC., FOR PFAS IN GROUNDWATER STUDY, CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS

Adopted **Resolution 23-5327** approving a Professional Services Agreement with EKI Environment & Water, Inc., for PFAS characterization and evaluation of planned PFAS treatment for CIP PW 20-16 groundwater treatment improvements.

- 4.9 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC., FOR MONITORING WELL NETWORK ABANDONMENT FOR CIP RW 24-16 RECYCLED WATER SYSTEM DECOMMISSIONING AND BUDGET AMENDMENT

Adopted **Resolution 23-5328** approving a Professional Services Agreement with EKI Environment & Water, Inc., for monitoring well network abandonment for CIP RW 24-16 recycled water system decommissioning, and budget amendment.

- 4.10 APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SOUTH LATHROP LAND, LLC TO D.R. HORTON, INC. THROUGH THE CITY

Adopted **Resolution 23-5329** approving the transfer of wastewater treatment capacity in the Consolidated Treatment Facility, from South Lathrop Land, LLC to D.R. Horton, Inc. through the City, and approving an Associated Transfer Agreement.

- 4.11 RATIFY CITY MANAGER'S APPROVAL OF AN AGREEMENT WITH SOLID NETWORKS, INC. FOR EQUIPMENT REQUIRED FOR THE CAD-RIMS TRANSFER PROJECT

Adopted **Resolution 23-5330** ratifying the City Manager's approval of an Agreement with Solid Networks, Inc. for equipment required for CAD-RIMS transfer project.

- 4.12 ACCEPT INTERSECTION IMPROVEMENTS ASSOCIATED WITH THE SIA FOR PM 19-03 FROM LATHROP GATEWAY 1, LLC, LOCATED AT THE INTERSECTION OF MCKINLEY AVENUE AND YOSEMITE AVENUE

Adopted **Resolution 23-5331** accepting intersection improvements associated with the Subdivision Improvements Agreement for Parcel Map 19-03 from Lathrop Gateway 1, LLC, located at the intersection of McKinley Avenue and Yosemite Avenue.

- 4.13 ACCEPT STREET LANDSCAPE IMPROVEMENTS LOCATED ON BARBARA TERRY BOULEVARD AND STANFORD CROSSING FROM LATHROP LAND ACQUISITION LLC

Adopted **Resolution 23-5332** accepting street landscape improvements on Barbara Terry Boulevard and Stanford Crossing, related to Encroachment Permit Number 2022-16 from Lathrop Land Acquisition LLC.

- 4.14 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MARINA LANDSCAPE FOR APOLINAR SANGALANG PARK IMPROVEMENTS, CIP PK 20-18

Adopted **Resolution 23-5333** accepting public improvements constructed by Marina Landscape, Inc. for the Apolinar Sangalang Park Improvements, CIP PK 20-18, authorize the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.15 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR FISCAL YEAR 2022/23 CITYWIDE ROAD MAINTENANCE AND REHABILITATION, CIP PS 22-45 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 23-5334** accepting public improvements constructed by George Reed, Inc. for Fiscal Year 2022/23 citywide road maintenance and rehabilitation, CIP PS 22-45, authorize the filing of a Notice of Completion, release of contract retention, release of Performance and Payment Bonds, and approve budget amendment.

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY CUSHMAN CONSTRUCTION CORPORATION FOR THE CTF DECHLORINATION FACILITY, ASSOCIATED WITH CIP WW 20-17 RECYCLED WATER RIVER DISCHARGE PROJECT

Adopted **Resolution 23-5335** accepting public improvements constructed by Cushman Construction Corporation for the CTF Dechlorination Facility, associated with CIP WW 20-17 Recycled Water River Discharge Project, Authorizing the Filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.17 REJECT ALL BIDS FOR CONSTRUCTION OF LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND RE-ADVERTISE FOR BIDS

Vice Mayor Akinjo pulled Item 4.17. A question and answer period ensued. City Engineer Brad Taylor provided additional information.



Adopted **Resolution 23-5336** rejecting all bids for construction of Louise Avenue and McKinley Avenue Intersection Improvements, CIP PS 15-02 and authorize staff to re-advertise for bids.

### **RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)**

*Councilmember Diallo recused herself at 7:57 p. m., following the vote of the consent calendar, prior to the vote of Item 4.18, due to declared conflict of interested as noted on Item 1. 8.*

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres- O' Callaghan, the City Council approved Item 4.18, by the following roll call vote, unless otherwise indicated:

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

#### 4.18 ADOPT 2023 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

Vice Mayor Akinjo pulled Item 4.18. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5337** adopting 2023 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.

## **5. SCHEDULED ITEMS**

*Councilmember Diallo returned to the dais at 8:01 p. m.*

#### 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM AND ADOPTING RESOLUTION TO APPROVE A JOINT POWERS AGREEMENT WITH EAST BAY COMMUNITY (EBCE) AUTHORITY TO PROVIDE ELECTRIC SERVICES IN THE CITY OF LATHROP

Assistant City Manager Michael King provided the presentation. A question and answer period followed. Alex DiGiorgio, JD, Public Engagement Manager for East Bay Community Energy provided additional information related to the matter.

Mayor Dhaliwal opened the public hearing. Ben Jex (zoom speaker) commented on the matter. Reyna Camarena (zoom speaker) requested information regarding planned and unplanned outages, and rate structure for current solar users. Alex DiGiorgio provided additional information. Lawrence Abbott (zoom speaker) commented on the matter, and spoke in support of the item. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a Public Hearing; and
2. Held first reading and introduction of an ordinance to implement a Community Choice Aggregation Program to provide electric services in the City of Lathrop; and
3. Adopted **Resolution 23-5338** approving a Joint Powers Agreement with East Bay Community (EBCE) Authority to provide electric services in the City of Lathrop.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2023-24 ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 WOODFIELD PARK MAINTENANCE ZONE

*Mayor Dhaliwal recused himself at 8:22 p. m., following the vote of scheduled Item 5.1, due to declared conflict of interested as noted on Item 1. 8.*

Deputy Finance Director Thomas Hedegard provided the presentation. A question and answer period followed. Vice Mayor Akinjo opened the public hearing. Lawrence Abbott (zoom speaker) spoke in support of the California native plants for landscaping in public areas. There were no other speakers. Vice Mayor Akinjo closed the public hearing.

On a motion by Councilmember Diallo, seconded by Councilmember Torres-O'Callghan, the City Council considered the following:

1. Held a Public Hearing; and
2. Adopted **Resolution 23-5339** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for FY 2023-24; proposed annual assessment for Fiscal Year 2023-24 not to exceed \$123.90.

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

*Mayor Dhaliwal returned to the dais at 8:28 p. m.*

5.3 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Government Services Director / City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council appointed Vice Mayor Akinjo as the City's Voting Delegate, and Councilmembers Diallo and Torres-O'Callaghan the City's Voting Alternates, for the 2023 League of California Cities Annual Conference, September 20-22, 2023, at the Sacramento SAFE Credit Union Convention Center.

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

5.4 PROVIDE DIRECTION FOR HISTORIC LATHROP BEAUTIFICATION AND CREATE CIP GG 24-23

City Engineer Brad Taylor provided the presentation. A question and answer period ensued throughout the presentation.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council adopted **Resolution 23-5340** creating CIP GG 24-23 Historic Lathrop Beautification Project, to include arches with decorative lights, water features with decorative lights and public seating as potential design options, and approving related budget amendment.

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

**6. COUNCIL COMMUNICATIONS**

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – None

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan expressed appreciation to the Lathrop-Manteca Fire District and Lathrop Police Department for their efforts and coverage during fireworks season; and requested staff look into organizing a 4<sup>th</sup> of July parade next year. Councilmember Diallo expressed appreciation to Lathrop's first responders for responding to a family medical emergency. Vice Mayor Akinjo expressed his condolences to the Gatto Family and to the Families of Amrik Wander and Arvind Ram. Mayor Dhaliwal echoed similar sentiments.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:51 p.m. in memory of Joyce Gatto and Cindy Martin.



Teresa Vargas, MMC  
Government Services Director  
City Clerk

## ITEM 4.3

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

**ITEM:** TABLE SPONSORSHIP AT STOCKTON CHAMBER OF COMMERCE'S 56<sup>TH</sup> ANNUAL INDUSTRIAL BARBECUE

**RECOMMENDATION:** RATIFY CITY PARTICIPATION AND TABLE SPONSORSHIP AT THE STOCKTON CHAMBER OF COMMERCE BARBECUE TO BE HELD SEPTEMBER 13, 2023

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**BACKGROUND:** The Stockton Chamber of Commerce has held an annual industrial barbeque event for the past 55 years to honor and recognize major manufacturers and industrial businesses that have expanded or located within San Joaquin County.

To qualify as an honoree, businesses must be located within an industrial zone, be operational by July 1, 2023, and meet or exceed two of the following requirements: added 20 new jobs to San Joaquin County, 20,000 square feet of new or expanded roofed facility, or \$1 million in capital investment.

The 56<sup>th</sup> Annual Industrial Barbecue is the first event since COVID, and Lathrop will have at least four (4) honorees. This year's event is being held on Wednesday, September 13, 2023, from 5:00 p.m. to 8:30 p.m. at the University Plaza Waterfront Hotel in Stockton. Staff has preliminarily reserved a table sponsorship that includes eight (8) dinner tickets (reserved seating) and two (2) tickets for the honoree reception pending City Council ratification.

Staff recommends that the City Council ratify table sponsorship at the Stockton Chamber of Commerce's 56<sup>th</sup> Annual Industrial Barbecue with City Councilmembers having first opportunity to fill up to five seats, staff and honorees to fill any remaining table vacancy.

**REASON FOR RECOMMENDATION:** The Industrial Barbecue is a countywide event honoring industrial businesses who have invested in our communities and created job opportunities for our residents.

**FISCAL IMPACT:** The cost to sponsor a table at the Stockton Chamber of Commerce's 56<sup>th</sup> Annual Industrial Barbecue is \$1,250. Funds are available in the Economic Development Division's advertising account within the Fiscal Year 2023/24 approved budget.


**ATTACHMENTS:**

- A) Stockton Chamber Industrial Barbecue Fact Sheet

**APPROVALS:**

  
\_\_\_\_\_  
Shelley Burcham  
Economic Development Administrator

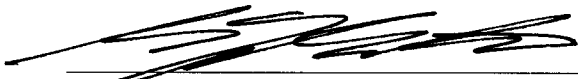
8-21-2023  
Date

  
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Cari James  
Director of Finance

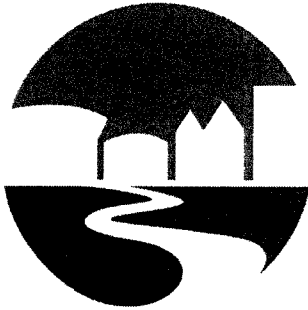
8/22/2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-24-2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.23  
Date



**GREATER  
STOCKTON  
CHAMBER OF COMMERCE**

EST. 1901

**56th Annual Industrial Barbecue**

- Date:** Wednesday, September 13, 2023
- Time:** 4:00-5:00pm Honoree Reception, 5:00pm-8:30pm Event
- Where:** University Plaza Waterfront Hotel, 110 W. Fremont St., Stockton 95202
- Why:** Each year, the Industrial Barbecue honors those major manufacturers and industries that have located in, or expanded their operations within San Joaquin County. Each of these companies represent over \$1 million in plant and equipment investment, and together total thousands of new employees in our community.
- Criteria:** Those **INDUSTRIAL BUSINESSES** eligible for awards must be located in an industrial zone, and be in operation by July 1. They must also meet or exceed two of the following requirements: 20 new jobs to San Joaquin County, 20,000 square feet of new or expanded roofed facility or \$1 million capital investment.

**Previous Recipients Include:**

Air Transport International, Inc., Amazon Fulfillment, Applied Aerospace Structures Corp., Boboli International, Costco Wholesale Corp., CRM (Crumb Rubber Manufacturers), ECS Refining, Epic Plastics, Delicato Family Vineyards, Dorfman Pacific Co., Inc., Golden State Lumber, The Herrick Corporation Stockton Steel, Home Depot Distribution Center, JM Eagle, KeHE Distributors/Nature's Best Powered by KeHE, The Martin Brower Company, Nature Kist Snacks, Pacific Gas & Electric Co., Scientific Specialties, Inc., Simpson Strong-Tie, Sunnyvalley Smoked Meats, Trincherro Family Estates, UniFirst Corporation, Weber Logistics, Yara North America and others.

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## ITEM 4.4

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

**ITEM:** **ECONOMIC DEVELOPMENT RELATED MEMBERSHIPS AND SPONSORSHIPS**

**RECOMMENDATION:** **Approve a Resolution Authorizing City Participation in Membership Organizations and Sponsorship Opportunities that Promote and Enhance the City of Lathrop's Economic Development Goals**

---

#### **SUMMARY:**

The City of Lathrop's Economic Development Division promotes the City's attributes for opportunities that will enhance the overall well-being and quality of life of the community and its residents. The Division strives to create, support, and facilitate policies and programs that will enhance the economic environment for the attraction, expansion, and retention of businesses and industries that will improve the local tax base, create and retain jobs, and promote opportunities that facilitate economic growth.

The City of Lathrop's economic development programs include marketing, networking, relationship building, and community involvement to help build a sustainable economy that supports job creation, business attraction, business retention, education and vocational programs that build an educated and skilled workforce, as well as an ecosystem of resources to encourage innovation and support small businesses and entrepreneurs.

The Economic Development Administrator is seeking City Council consideration and approval to participate in select member organizations and to provide City sponsorship of events and opportunities that promote and enhance the City of Lathrop's economic development goals. Funding is available within the Economic Development Division's budget to support these requests, which totals \$9,000 for each fiscal year.

#### **BACKGROUND:**

The Economic Development Administrator was hired in February 2019 to carry out economic development activities, including participation and representation of the City on various boards, committees, and commissions that promote economic development goals beneficial to the city, local businesses, and residents.

Outside of professional and targeted trade organizations, staff is engaged as a member or board member with the San Joaquin Partnership, iHub San Joaquin, Manteca Chamber of Commerce, and TeamCalifornia, which are all not-for-profit

organizations. Each of these organizations hold various events and activities, where sponsorship opportunities are available, to promote economic development activities as a State and/or San Joaquin County region. Economic Development Division funding for membership dues and sponsorship opportunities are included in the Biennial Budget for FY 2023/24 and 2024/25 approved by City Council on June 14, 2023. The purpose of this staff report is to provide transparency and to obtain approval as to how these funds may be used as it relates to economic development memberships and sponsorships for the benefit of the community.

**San Joaquin Partnership (Partnership)** is a private, not-for-profit regional economic development corporation that serves all of San Joaquin County and its seven incorporated cities. The Partnership markets the region for business attraction of industrial and large office projects for the purpose of creating jobs and enhancing the quality of life in our communities. The City of Lathrop has participated as a member of the Partnership since 1992. A partial list of businesses assisted by the Partnership's efforts and who have successfully located and/or expanded in Lathrop include: Tesla, Boise Cascade, Home Depot, DCG Fulfillment, Simwon America Corp., Pratt Industries, TEC Equipment, In-N-Out Burger, Pflug Packaging, Diamond Pet, AAFES.

At this time, the Partnership does not have any scheduled events requesting sponsorship opportunities, however, staff requests \$1,000 per fiscal year as discretionary funds to support potential events held by this organization and approved by the City Manager.

**iHub San Joaquin (iHubSJ)** is one of 15 state designated innovation hubs statewide. iHubSJ operates as a 501c3 non-profit organization. The mission of iHubSJ is to stimulate new innovations and foster a diverse entrepreneurial ecosystem in the San Joaquin County region.

iHubSJ board members include representatives from each municipality, economic and workforce development, healthcare, education and post-secondary education, industry, and entrepreneur and incubator service providers. In 2021, iHubSJ established an Advisory Council to represent a diverse coalition of technical service providers, workforce development groups, green economy advocates, business associations, and small business development centers, to create an inclusive and comprehensive strategy to spark innovation by leveraging the full capacity of our community assets. iHubSJ harnesses these assets to stimulate partnerships, economic development, and job creation by providing an innovation platform for emerging entrepreneurs and business owners to grow their businesses and ideas.

At the September 13, 2021 City Council meeting, iHubSJ representatives presented "Innovation in the Valley: an update on iHub San Joaquin" and requested a letter of support for a State of California iHub II designation and grant funding opportunity. This type of local support leveraged iHubSJ's ability to successfully receive the iHubII designation and a \$250,000 grant award.

iHubSJ holds signature events annually and adapts new programs as their resource network grows.

- **H2O Hackathon** promotes teamwork and coding skills among students from middle school age, high schools, colleges and universities to solve specific issues in a one-day competition. Past Hackathons have totaled up to 200 students in the competitions, including teams from River Islands Academy and Lathrop High. The 7<sup>th</sup> Annual H2O Hackathon scheduled for November 4, 2023 will continue to be promoted to all Lathrop schools to encourage student participation.
- **iHub San Joaquin's Annual Meeting and Innovation Summit** is scheduled for September 28, 2023. This half day event will be promoted to Lathrop residents, small businesses, and home occupational start-ups for participation. (See Attachment A – iHub San Joaquin Annual Meeting and Innovation Summit)

Staff is requesting a \$2,500 annual contribution to provide local support toward iHubSJ efforts, and \$1,000 for each fiscal year to sponsor the iHub San Joaquin's Annual Meeting and Innovation Summit and the Annual H2O Hackathons.

**Manteca Chamber of Commerce's** is a not-for-profit organization whose Board of Directors in 2021, approved its expansion to serve businesses in Manteca, Lathrop and surrounding communities. The Lathrop Chamber of Commerce has been nonexistent since 2019, and our small businesses have struggled to contact a chamber to hold ribbon cuttings and provide networking opportunities to market their businesses. In 2021, the Manteca Chamber held a Real Estate, Innovation, Development, and Entertainment (RIDE) Tour and invited the City of Lathrop's Economic Development Administrator to participate as a presenter. RIDE Tour participants included real estate brokers, developers, businesses leaders, and residents. The tour featured residential, commercial, and industrial development and opportunities in Lathrop and Manteca with special stops at the Great Wolf Lodge, the Lathrop Generation Center, and the Tesla Megafactory. Another RIDE Tour featuring Manteca and Lathrop is in the planning process to be held Spring 2024.

The RIDE Tour is at no cost to the City of Lathrop other than staff time for coordination and presentation. The cost of membership for Lathrop to belong to the Manteca Chamber of Commerce is \$1,500 annually.

**TeamCalifornia** is a not-for-profit statewide economic development organization that promotes California for the purpose of business attraction. Members include municipalities, economic development organizations, utility companies, brokers and other agencies interested in the promotion of California.

Members have the opportunity to participate in various trade industry events focused on attraction of retail and industrial industries.

Participation may include exhibiting in the TeamCalifornia Booth or sponsoring a networking event hosted by TeamCalifornia such as at ICSC – a retail focused industry membership organization, and IAMC – an industrial corporate real estate focused membership organization.

TeamCalifornia also holds an annual signature event called Meet the Consultants, where site selectors, consultants and brokers from around the nation present to and engage with TeamCalifornia members. In 2021, the San Joaquin Partnership hosted the Meet the Consultants conference held at Great Wolf Lodge and provide a bus tour of San Joaquin County to the participants. Lathrop's Economic Development Administrator served on the host committee, provided a tour of Lathrop, and River Islands was a featured presenter at the opening dinner that was held at the Boathouse. Participating with TeamCalifornia in these marketing opportunities allows the City of Lathrop to leverage marketing dollars to engage in more activities that otherwise may be too costly for an individual city to join.

For all conferences, tradeshow, programs, activities, sponsorship opportunities afforded to the City of Lathrop through the TeamCalifornia membership, out-of-state travel and participation are brought to City Council for approval. Staff is requesting \$3000 of funding discretion under City Manager approval to sponsor opportunities presented by TeamCalifornia that are held within the State of California such as Meet the Consultants, and receptions at the ICSC conferences held annually in Monterey and San Diego. (See Attachment B – TeamCalifornia Sponsorship Opportunities at ICSC San Diego)

Staff recommends that the City Council approve the resolution to authorize City participation in membership organizations and sponsorship opportunities that promote and enhance the City of Lathrop's Economic Development Goals.

**REASON FOR RECOMMENDATION:** The purpose of this staff report is to provide transparency and to obtain approval as to how these funds may be used as it relates to economic development memberships and sponsorships for the benefit of the community.

**FISCAL IMPACT:** The Economic Development Division budget, as approved in the City of Lathrop's Biennial Budget for FY 2023/24 and 2024/25, supports funding for the proposed memberships and sponsorship opportunities outlines within this report.

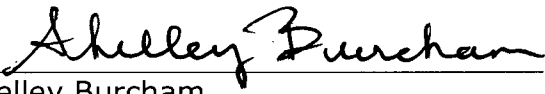
**ATTACHMENTS:**

Attachment A – Resolution Authorizing City Participation in Membership Organizations and Sponsorship Opportunities that Promote and Enhance the City's Economic Development Goals

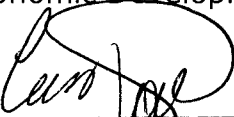
Attachment B – iHub San Joaquin's Annual Meeting and Innovation Summit Flyer

Attachment C – TeamCalifornia Sponsorship Opportunities at ICSC San Diego


**APPROVALS:**

  
\_\_\_\_\_  
Shelley Burcham  
Economic Development Administrator

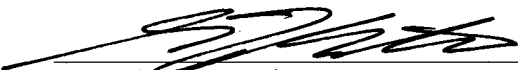
8-31-23  
Date

  
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Cari James  
Director of Finance

9/1/23  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-31-2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE CITY PARTICIPATION IN MEMBERSHIP ORGANIZATIONS AND SPONSORSHIP OPPORTUNITIES THAT PROMOTE AND ENHANCE THE CITY OF LATHROP'S ECONOMIC DEVELOPMENT GOALS**

**WHEREAS**, City Council approved funding for a full-time Economic Development Administrator position to carry out economic development activities on behalf of the City; and

**WHEREAS**, staff has identified membership organizations and sponsorship opportunities that promote and support Lathrop's economic development efforts to enhance the economic environment; and

**WHEREAS**, transparency of how City funds are used for economic development memberships and sponsorships for the benefit of the community; and

**WHEREAS**, funding identified for proposed memberships and City sponsorships have been included in the approved biennial budget for FY 2023/24 and 2024/25.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop, authorizes City participation in membership organizations and sponsorship opportunities that promote and enhance the City of Lathrop's Economic Development Goals up to the amount approved by Council for this purpose in each biennial budget.

The foregoing resolution was passed and adopted this 11th day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
SONNY DHALIWAL, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# Hub INNOVATION

## ANNUAL MEETING

**Featuring a Business Expo, Panel Sessions and Guest Speakers from Across California!**

Small Business Resources • California's Regional Innovation Ecosystems • Start-up Founders' Panel • Going Green in the Central Valley



Keynote Speaker

Director  
CA Office of Small Business  
Advocate

Thursday, 28th September, 2023

7:30 am - 12.00 pm

Great Wolf Lodge  
2500 Daniels Street  
Manteca, CA 95337

For Sponsorship information email [info@ihubsj.org](mailto:info@ihubsj.org)

Tickets available \$30 (*Breakfast Included*)

**Register Now!**

<https://tinyurl.com/iHubInnovationSummit>

### SPONSORED BY



### ATTACHMENT "B"

#### the speaker lineup



**ANATALIO UBALDE**

Founder & CEO  
SizeUp



**JEFF WINGFIELD**

Deputy Port Director,  
Regulatory & Public Affairs  
Port of Stockton



**HASAN ALI**

Founder  
Air Tutors



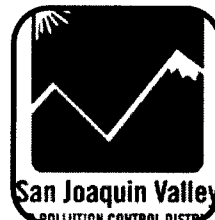
**SOPHIA ZHENG**

Founder & CEO  
Bludot Technologies Inc.



**SHARI TAVAF**

COO  
Monetary Bay DART



**SHERAZ GILL**

Deputy Air Pollution Control Officer  
San Joaquin Valley Air Pollution  
Control District

*Additional speakers  
to be announced*

# Hub

## & ANNUAL MEETING

Thursday, September 28th | Great Wolf Lodge

### BRONZE - \$500

- Four (4) event tickets
- Logo recognition on event website
- recognition during event program

### SILVER - \$1,000

- Eight (8) event tickets
- Kiosk expo table during event
- Logo recognition on event website
- Logo displayed at event
- Recognition during event program

### GOLD - \$1,500

- Table of eight (8) w/priority seating
- Exhibit table during event
- Logo recognition on event website
- Logo displayed at event
- Recognition during event program
- Social Media recognition

### PLATINUM - \$5,000

- Table of eight (8) w/priority seating
- Exhibit table during event
- One (1) dedicated email news blast to attendees
- Ability to provide welcoming comments
- Logo recognition on event website
- Logo displayed at event
- Recognition during event program
- Social Media recognition

**For more information, contact Reyna DeKasha at:**

**[info@ihubsj.org](mailto:info@ihubsj.org)**

**(209) 954 - 3535**



**From:** [Robin Reimold - TeamCalifornia](#)  
**To:** [Shelley Burcham](#)  
**Subject:** **[\*\*EXTERNAL\*\*]** Last Day for Early Bird - TeamCalifornia ICSC@Western  
**Date:** Thursday, August 31, 2023 12:47:48 PM



ICSC@Western  
October 25 - 27, 2023  
San Diego Convention Center

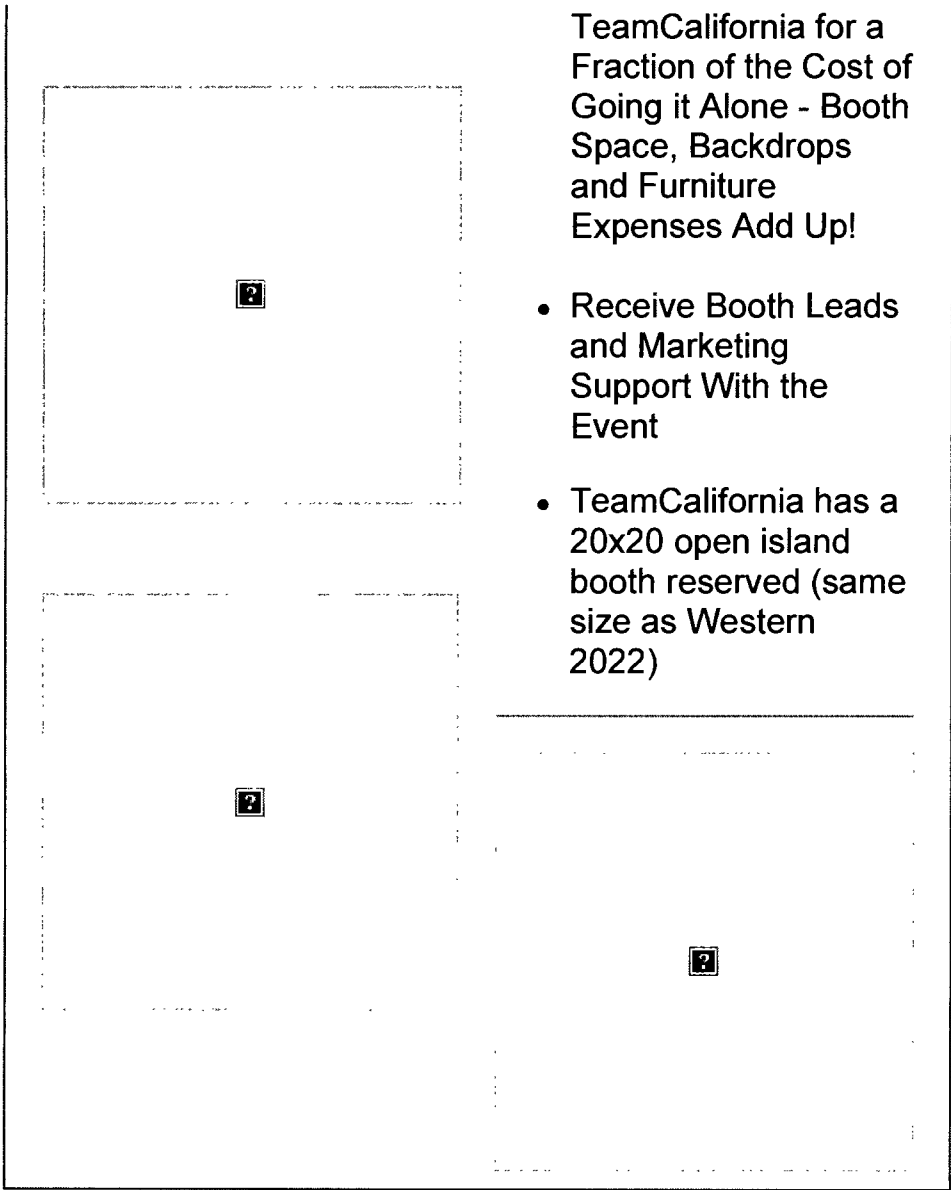
**TODAY IS THE LAST DAY TO  
RESERVE TO RECEIVE EARLY BIRD PRICING WITH  
TEAMCALIFORNIA!**

**IF YOU ARE INTERESTED IN PARTICIPATING IN  
OUR BOOTH AND/OR RECEPTION, LET US KNOW!**

*Please disregard this notice if you've already signed up and have been invoiced.*



- Meet with Prospects in Your Reserved Meeting Space and Tables
- Display your Marketing Materials and Giveaways
- Exhibit with



TeamCalifornia for a Fraction of the Cost of Going it Alone - Booth Space, Backdrops and Furniture Expenses Add Up!

- Receive Booth Leads and Marketing Support With the Event
- TeamCalifornia has a 20x20 open island booth reserved (same size as Western 2022)

**Booth Participation Cost**

**Before September 1:**  
 Members: \$1000  
 Nonmembers: \$1500

**After September 1:**  
 Members: \$1200  
 Nonmembers: \$1700

**\*\*Contact [robin@teamca.org](mailto:robin@teamca.org) to reserve your participation with us today\*\***

**TeamCalifornia Reception**

We are trying something new: our reception will be located AT OUR BOOTH the last two hours of Day 1 exhibiting. Receive recognition and take advantage of the leads we will generate during this time!

**TeamCalifornia Reception Sponsorship Cost**

**Before Sept 1:**

You are welcome to participate in the booth only or bundle together with our reception

Deadline for Artwork - October 15, 2023

Members: \$500  
(Bundled with Booth Participation)

**After September 1:**  
Members: \$600  
(Bundled with Booth Participation)

**Reception Only Sponsorship:**  
Members: \$700  
(Reception Only - Not A Booth Participant)

**Reception Only Sponsorship:**  
Nonmembers: \$1000

Includes pre-reception sponsor email recognition, reception signage plus follow up listing of all attendees



TeamCalifornia | 11762 De Palma Rd., Suite C #3, Corona, CA 92883

[Unsubscribe sburcham@ci.lathrop.ca.us](mailto:sburcham@ci.lathrop.ca.us)

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## ITEM 4.5

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

**ITEM:** PLANNING FEE WAIVER REQUEST BY GLOBAL SEVA FOUNDATION (TUP-23-95)

**RECOMMENDATION:** Adopt Resolution Waiving the Temporary Use Permit Application Processing and Document Retention Fees for the Global Seva Foundation, in the Combined Amount of \$392

---

#### **SUMMARY:**

The Global Seva Foundation will be holding a River Islands (RI) /Lathrop Ganesh Utsav Festival event from Monday, September 18, 2023 through Saturday, September 23, 2023. The weekday hours will be from 6:00 pm to 9:00 pm and on Saturday from 10:00 am to 12:00 pm. The event will take place outdoors just north of the River Islands Welcome Center along River Island Parkway and east of Somerston Parkway as illustrated with the event's proposed site plans (Attachment 3).

Global Seva Foundation submitted a letter requesting the City waive the Temporary Use Permit (TUP) application processing fee of \$382, and the document retention fee of \$10 (\$392) for the event (Attachment 2).

#### **BACKGROUND:**

The Global Seva Foundation is a 501(c)(3) non-profit organization whose members believe that basic health care and education are the foundations on which people can improve their quality of life. As stated on their request letter for the fee waiver, the organization was formed to provide a platform to celebrate the Indian Festival to help bring the community together. Additionally, the organization partners with, and supports, other charitable organizations that share their values for the global community.

The Global Seva Foundation organization submitted a Temporary Use Permit application requesting that they be permitted to hold their first RI/Lathrop Ganesh Utsav Festival event within the City of Lathrop with the goal being able to bring the community together and create a space for people to get to know one another. It is the organization's hope to make this an annual event for the community and provide multiple events in the near future for Lathrop residents.

The City Council has approved similar requests from non-profit groups that sponsored events for the community.

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
GLOBAL SEVA FOUNDATION FEE WAIVER**

**PAGE 2**

The City's fee waiver policy allows for such waivers if the fee waiver supports a public benefit to the community, and the amount of the fee waiver is de-minimis in nature and is not subsidized by other facility fees. The \$392, includes both application processing and document retention fees.

**REASON FOR RECOMMENDATION:**

Staff recommends the City Council adopt a resolution to waive the Temporary Use Permit Application and Document Retention Fees, and make findings that the fee waiver supports a public benefit to the community, and that the amount of the fee waiver is de-minimis in nature and is not subsidized by other facility fees.

**FISCAL IMPACT:**

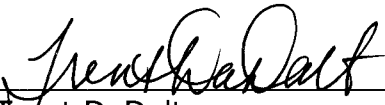
The requested fee waiver is \$392.

**ATTACHMENTS:**


1. Resolution Approving the Fee Waiver Request
2. Applicant Fee Waiver Request Letter
3. Event description w/site plans for TUP-23-95

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
GLOBAL SEVA FOUNDATION FEE WAIVER**

**APPROVALS:**

  
\_\_\_\_\_  
Trent DaDalt  
Assistant Planner

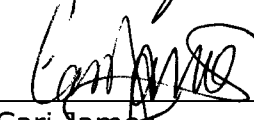
8/28/2023  
Date

  
\_\_\_\_\_  
James Michaels  
Senior Planner


8/28/2023  
Date

  
\_\_\_\_\_  
Rick Caguiat  
Community Development Director

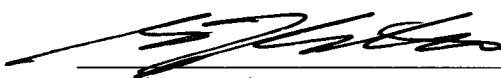
8/29/23  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

8/29/2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-29-2023  
Date

  
\_\_\_\_\_  
Stephen Salvatore  
City Manager

9-1-23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP WAIVING THE TEMPORARY USE PERMIT APPLICATION PROCESSING AND DOCUMENT RETENTION FEES FOR THE GLOBAL SEVA FOUNDATION IN THE COMBINED AMOUNT OF \$392**

**WHEREAS**, on September 11, 2023, the City Council of the City of Lathrop considered a request by the Global Seva Foundation to waive the \$382 Temporary Use Permit Fee and the \$10 Document Retention Fee; and

**WHEREAS**, the event is the River Islands (RI)/Lathrop Ganesh Utsav Festival event which was held from Monday, September 18, 2023 to Saturday, September 23, 2023; and

**WHEREAS**, the City's adopted fee waiver policy allows for such waivers when the City Council finds that the request provides a public benefit to the community, and that the amount of the request is de minimis in nature and is not subsidized from other facility fees.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council finds that the request provides a public benefit to the community, and that the amount of the request is de minimis in nature and is not subsidized from other facility fees; and

**BE IT FURTHER RESOLVED**, that in view of the direct public benefit provided by the Global Seva Foundation RI/Lathrop Ganesh Utsav Festival event within the City of Lathrop, the City Council of the City of Lathrop does hereby waive the Temporary Use Permit Application Fee in the amount of \$382 and Document Retention Fee in the amount of \$10 for a total of \$392.



**PASSED AND ADOPTED** this 11<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

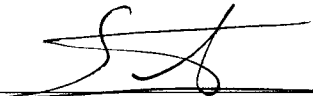
ABSTAIN:

\_\_\_\_\_  
SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



ATTACHMENT " 2 "

A 501(C)(3) Non-Profit Organization  
EID # 92-1488634

August 14, 2023

**Subject: Request for Fee Waiver for the GSF RI/Lathrop Ganesh Utsav 2023 Event**

To Whom it may concern:

Global Seva Foundation (GSF) is a 501(C)(3) Non-Profit organization is formed to provide a platform to celebrate India Festival "**RI/Lathrop Ganesh Utsav 2023 Event**" to bring the community together. Community members will be able to socialize with each other during the event.

GSF is requesting for a Fee Waiver for the event. Thank you for your consideration and we eagerly wait for your favorable response.

Sincerely,

Devender Narala  
GSF Member

August 15, 2023

Attn: Trent Dadalt  
Asst. Planner  
City of Lathrop

RE: RI/Lathrop Ganesh Utsav Additional Information

#### General Information on Ganesh Utsav aka Ganesh Chaturthi

Ganesh Chaturthi or Vinayaka Chaturthi is the Hindu celebration of the birth of Lord Ganesh. His life represents prosperity, wisdom, and good fortune. The festival is marked with the installation of Ganesh's clay idols publicly on temporary stages. Observances include chanting of Vedic hymns and Hindu texts, such as prayers and vrata. The festival celebrates Ganesh as the God of New Beginnings and the Remover of Obstacles as well as the god of wisdom and intelligence and is observed throughout India. The Festival is observed for 5 days and on 6<sup>th</sup> day, the festival ends.

Ganesh Chaturthi for the year 2023 is celebrated/observed on Monday, September 18.

- Monday, Sept. 18, 2023 – Start 6 PM – End 9 PM. Expected number of people (Devotee's) are 200.
- Tuesday, Sept. 19, 2023 – Start 6 PM – End 8 PM. Expected number of people (Devotee's) are 50.
- Wednesday, Sept. 20, 2023 - Start 6 PM – End 8 PM. Expected number of people (Devotee's) are 50.
- Thursday, Sept. 21, 2023 - Start 6 PM – End 8 PM. Expected number of people (Devotee's) are 50.
- Friday, Sept. 22, 2023 - Start 6 PM – End 8 PM. Expected number of people (Devotee's) are 200.
- Saturday, Sept. 23, 2023 - Start 10 AM – End 12 Noon. Expected number of people (Devotee's) are 50.

Pre-Cooked Food will be distributed on Monday and Friday to the Devotee's attending the event. No sale of Food is allowed, and no stalls are planned for this event.

Temporary tent 40' X 100' and the stage 40' x 40' will be erected by the contractor. The stage has steps and a ramp for ADA Compliance.

We plan to rent a generator for the event. We will have a microphone and couple of speakers.

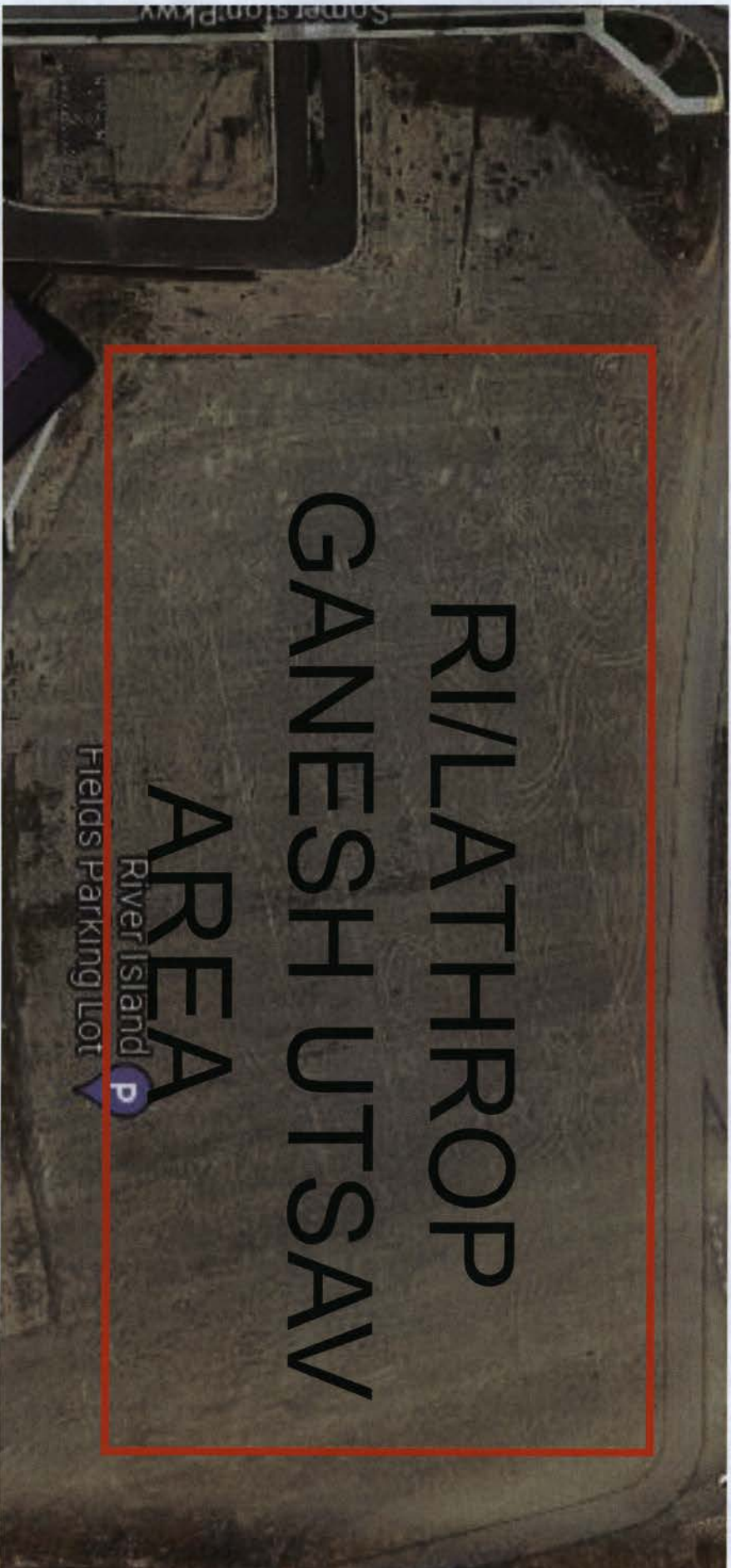
We are planning to use the existing Porta-Potties at the Welcome Center for this event. If additional units are required, we can rent them.

We are coordinating with the Police Department and Fire Department. We sent the application to both and will be going in-person to talk to them.

We are available to attend any City meeting to answer any questions.

Thanks  
Devender Narala  
GSF Member

**GSF R/LATHROP GANESH  
UTSAV SITE MAP**



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## ITEM 4.6

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

**ITEM: AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF THE TRAFFIC SAFETY (OTS)**

**RECOMMENDATION: Adopt Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$60,000 from the State of California Office of Traffic Safety (OTS)**

---

#### **SUMMARY:**

In January 2023, the Lathrop Police Department (LPD) submitted an application to the State of California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) grant. This grant is funded by the National Highway Transportation Safety Administration (NHTSA) and is administered by the OTS. The Lathrop Police Department has been tentatively awarded \$60,000 for STEP Activities.

The purpose of this grant is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. STEP activities include the following: impaired driving enforcement, enforcement operations focused on primary crash factors, distracted driving, seat-belt enforcement, officer training, and public education and awareness programs.

LPD will be able to utilize these funds on focused traffic enforcements to mitigate traffic issues in the City due to speeding, drunk driving, distracted and reckless driving, along with purchasing traffic equipment and providing officer training. Staff recommends Council adopt resolution authorizing the Chief of Police to accept the STEP grant fund award of \$60,000 from the State of California Office of Traffic Safety and sign the final grant agreement.

#### **BACKGROUND:**

In January 2023, the Lathrop Police Department submitted an application to the State of California Office of Traffic Safety for the STEP grant and has been tentatively awarded \$60,000 for STEP activities.

The City of Lathrop has immediate access and proximity to Interstate 5, Interstate 205, Highway 120, and Highway 99 which brings with it increased vehicle traffic from residents and visitors passing through on the freeways. An analysis of our traffic accidents to date has identified the most common primary collision factors in the City of Lathrop as; speeding, DUI, and unsafe lane changes. In the first six months of law enforcement services by LPD, there were 148 total crashes within the City of Lathrop. 49 of the crashes were due to speeding, 19 caused by DUIs, and 19 were due to

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT**  
**PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA**  
**OFFICE OF THE TRAFFIC SAFETY (OTS)**

unsafe lane changes. Of the 148 total crashes, 38 resulted in injury with 50 victims. LPD also recorded 70 hit and run collisions, with 3 causing injury to 5 victims. LPD had no fatalities due to crashes in 2022.

The Lathrop Police Department will utilize the funding from the grant to conduct Sobriety Checkpoints, have DUI saturation patrols, implement traffic enforcement operations focused on the primary collision factors, conduct nighttime Click it or Ticket enforcement operations, conduct distracted driving enforcements for drivers using cell phones or texting, conduct pedestrian and bicycle operations, provide education to the public, purchase traffic enforcement equipment, and send officers to training.

Accepting the STEP grant will allow for the purchase of traffic equipment, reimburse overtime hours directly related to additional traffic enforcements and public education, and reimburse for traffic training courses for our officers. The STEP grant will be used to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors.

**REASON FOR RECOMMENDATION:**

The STEP grant will provide funding to LPD to help reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. Additionally, it will help address traffic issues such as speeding, drunk driving, distracted and reckless driving. LPD will also purchase traffic equipment and provide enhanced training for police officers.

**FISCAL IMPACT:**

There is no adverse financial impact to the City of Lathrop to accept the STEP Grant from the State of California Office of Traffic Safety of \$60,000. The revenue for the STEP grant is included in our adopted FY 23-24 Budget and is allocated to overtime hours, training, and equipment purchase.

**ATTACHMENTS:**

- A. Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$60,000 from the State of California Office of Traffic Safety (OTS)
- B. Tentative Draft Grant Agreement for the Selective Traffic Enforcement Program (STEP)



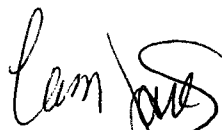
**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT**  
**PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA**  
**OFFICE OF THE TRAFFIC SAFETY (OTS)**

**APPROVALS:**



Raymond Bechler  
Chief of Police

8/24/23  
Date




Cari James  
Finance Director

8/30/2023  
Date



Salvador Navarrete  
City Attorney

8.24.2023  
Date



Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD OF \$60,000 FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS)**

**WHEREAS**, in January 2023, the Lathrop Police Department (LPD) submitted an application to the State of California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) grant; and

**WHEREAS**, this grant is funded by the National Highway Transportation Safety Administration (NHTSA) and is administered by the OTS; and

**WHEREAS**, the Lathrop Police Department was has been tentatively awarded \$60,000 for STEP Activities; and

**WHEREAS**, the Lathrop Police Department will utilize the funding from the grant to conduct Sobriety Checkpoints, have DUI saturation patrols, implement traffic enforcement operations focused on the primary collision factors, conduct nighttime Click it or Ticket enforcement operations, conduct distracted driving enforcements for drivers using cell phones or texting, conduct pedestrian and bicycle operations, provide education to the public, purchase traffic enforcement equipment, and send officers to training; and

**WHEREAS**, accepting the STEP grant will allow for the purchase of traffic equipment, reimburse overtime hours directly related to additional traffic enforcements and public education, and reimburse for traffic training courses for our officers; and

**WHEREAS**, there is no adverse financial impact to the City of Lathrop to accept the STEP grant from the State of California Office of Traffic Safety of \$60,000. The revenue for the STEP grant is included in our adopted FY 23-24 Budget and is allocated to overtime hours, training, and equipment purchase; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby authorize the Chief of Police to accept the Selective Traffic Enforcement Program (STEP) Grant Fund Aware of \$60,000 from the State of California Office of Traffic Safety and sign the final agreement.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

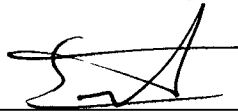
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: KFKVB7ZSMDV6 REGISTERED ADDRESS: 390 Towne Centre Dr CITY: Lathrop ZIP+4: 95330-9358
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				<b>AGREEMENT TOTAL</b>		<b>\$60,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$60,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$60,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

**1. PROBLEM STATEMENT**

The City of Lathrop was incorporated in 1989 and according to the Department of Finance, the recent population estimate for 2022 is 31,331. Lathrop is currently ranked as the number 2 fastest growing City in the State of California with a 6.63% growth rate. Encompassing 23 square miles and located 70 miles from the Bay Area, this bedroom community has experienced rapid growth in residential, commercial, and industrial development. The City's explosive growth and its immediate access and proximity to I-5, I-205, Highway 120, and Highway 99 brings with it increased vehicle traffic throughout the City. The Lathrop Police Department is currently made up of 35 sworn officers that includes one Chief, two Commanders, five Patrol Sergeants, one Detective Sergeant, two Detectives, three School Resource Officers, one Community Resource Officer, three K-9 Officers, one Motor Officer, and 16 Patrol Officers.

For the last three decades, the San Joaquin County Sheriff's Department had provided law enforcement services for Lathrop, however, on June 29, 2022, the City of Lathrop severed the law enforcement contract and established its own police department. During the first 6 months of service to the community, it was quickly learned that traffic violations and crashes were widespread concerns. The most common Primary Crash Factors were found to be Speeding, DUI, and Unsafe Lane Changes. There were 148 total crashes within the City of Lathrop from June 29, 2022 to December 31, 2022 of which 49 was due to speeding, 19 was due to DUIs, and 19 was due to unsafe lane changes. Out of the 148 total crashes, 38 resulted in injury with 50 victims injured. There were also 70 hit and runs, with 3 causing injury to 5 victims. Fortunately, there were no fatalities due to crashes in 2022.

As a new police department, the leadership team focuses development of staff and puts priority on training and ensuring that our officers have the proper certifications required. We plan to grow our Traffic Unit, increase our efforts to educate the public on traffic safety issues, and add additional traffic enforcements throughout the City. The police department is hopeful to bring down our total crash numbers, keep our fatality rate to zero, and provide proactive traffic safety education for the community that reside, work, play, and visit the City of Lathrop. As part of the public education and to keep fatalities to zero, we would like to reach out to not just the drivers, but the passengers, pedestrians, bicyclists, and motorcyclists that use our roadways. For focused traffic enforcements, our goal would be to saturate our streets with officers at high risk areas and during hours of increased traffic activities and have focus enforcements for our Primary Crash Factors. The department would also like to provide more traffic enforcements during community events, school events, commute times, and nighttime hours to mitigate traffic crashes due to speeding, sideshows, texting while driving, and reckless driving.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.

- 16. Reduce hit & run injury crashes.
- 17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
- 18. Reduce nighttime (2100 - 0259 hours) injury crashes.

<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	5
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	6
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	2
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	5
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15.	
16. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
17. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1
<b>3. METHOD OF PROCEDURE</b>	
<b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b>	

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

### **B. Phase 2 – Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

#### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at



pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-24	20.600	State and Community Highway Safety	\$30,000.00
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$6,000.00	2	\$12,000.00
DUI Saturation Patrols	164AL-24	\$2,200.00	6	\$13,200.00
Traffic Enforcement	402PT-24	\$1,000.00	4	\$4,000.00
Distracted Driving	402PT-24	\$1,000.00	4	\$4,000.00
Night-time Click It Or Ticket	402PT-24	\$1,000.00	2	\$2,000.00
Pedestrian and Bicycle Enforcement	402PT-24	\$1,300.00	5	\$6,500.00
Street Racing and Sideshow Enforcement Operations	402PT-24	\$2,500.00	1	\$2,500.00
Traffic Safety Education	402PT-24	\$425.00	2	\$850.00
Category Sub-Total				\$45,050.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-24	\$5,350.00	1	\$5,350.00
				\$0.00
Category Sub-Total				\$5,350.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
Lidar Device	402PT-24	\$2,400.00	2	\$4,800.00
DUI Checkpoint Supplies	164AL-24	\$4,800.00	1	\$4,800.00
Category Sub-Total				\$9,600.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$60,000.00</b>

<b>BUDGET NARRATIVE</b>
<p><b>PERSONNEL COSTS</b></p> <p>DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.</p> <p>Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.</p>
<p><b>TRAVEL EXPENSES</b></p> <p>In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the California Traffic Safety Summit and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.</p>
<p><b>CONTRACTUAL SERVICES</b></p> <p>-</p>
<p><b>EQUIPMENT</b></p> <p>-</p>
<p><b>OTHER DIRECT COSTS</b></p> <p>Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.</p> <p>DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).</p>
<p><b>INDIRECT COSTS</b></p> <p>-</p>
<p><b>STATEMENTS/DISCLAIMERS</b></p> <p>There will be no program income generated from this grant.</p> <p>Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.</p>

**Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to all subrecipients as well as States)**

**The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to all subrecipients as well as States)**

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to all subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or



otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA (applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)**

#### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

## **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



**California Office of Traffic Safety  
Grant Program Manual  
For Federal Fiscal Year 2023**

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

# **GRANT PROGRAM MANUAL**

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## **COMMONLY USED TERMS & ACRONYMS**

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ADA	Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. ( <u>42 U.S.C. 12101 et seq.</u> )
ARIDE	Advanced Roadside Impairment Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both.
Authorizing Official, Grant Director, and Fiscal Official	Agency officials within a local or state governmental entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements.
Budget	Broad grouping of expenses such, as personnel costs, supplies, and equipment.
Buy America Act	Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in <u>the U.S., under \$5,000.00</u> , or a waiver is granted by the Secretary of Transportation. ( <u>23 U.S.C. 313</u> )
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation



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- CFDA Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals.
- CFR Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies.
- CHP California Highway Patrol
- CPS Child Passenger Safety
- DD Distracted Driving
- DOF California Department of Finance
- DOJ California Department of Justice
- DRE Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol.
- DUI Driving Under the Influence
- DUID Driving Under the Influence of Drugs
- EB Method Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking.
- EMS Emergency Medical Services

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Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26)
Equipment	Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more that is used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value.
Equipment Re-Certification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
FARS	Fatality Analysis Reporting System
Fair Market Value (VFM)	Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. ( <u>IRS Publication 561</u> )
FFATA	Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates \$25,000 or more in federal funds.
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records.
GEMS	Grant Electronic Management System. The OTS on-line application and grant award system.
Grant	Federal fiscal funding awarded by the OTS to a local or state government entity to address a specific behavioral highway safety issue.
Grant Agreement	Binding document between the OTS and a local or state government entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds.

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Grant Claim Invoice	Expenditures accrued in support of approved grant activities that a subrecipient may submit for reimbursement.
Grants Made Easy	Templates (GMEs) designed to facilitate ease of preparing and submitting a grant application.
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency.
GPR	Grant Performance Review - A review of the subrecipient grant activities and financial records for compliance with federal rules.
Host Agency	A government agency that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
HSP	Highway Safety Plan - Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30).
HVE Grant	High Visibility Enforcement - A grant awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law.
LEL	Law Enforcement Liaison - Provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration.
NHTSA	National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation.
Non-Profit	A non-governmental entity registered as a 501(c)(3) with the California Secretary of State.

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OP	Occupant Protection
Other Direct Costs	Any grant item or service costing less than \$5,000 per unit.
OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues.
OTS Rankings	Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Performance Measures	The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities.
Pre-Operational Review	A meeting held during the first 90 days after the start of a the OTS grant to review the grant program manual and grant requirements.
Program Area Review team	The OTS Program Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.
Program Coordinator	The OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
PSA	Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and

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	behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
QPR	Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
SAM	System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standard Field Sobriety Testing - Composed of three-phases of DUI detection investigation used by enforcement officials to identify impaired drivers.
Sole Source	Purchases or contracts awarded through a non-competitive process.
STEP	Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity.
Subrecipients	A Local or state government entity receiving a highway safety grant from the OTS.
Subrecipient General Costs of Government	Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity.
Source Documentation	Any documentation required by the OTS and/or NHTSA to support grant activities.
SWITRS	Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria.

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Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime).
TIMS	Transportation Injury Mapping System
Title VI Assessment	Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination.
TSRP	Traffic Safety Resource Prosecutor
TR	Traffic Records
TRIP	Traffic Records Improvement Project
Vertical Prosecution	A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

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### **HIGHWAY SAFETY PROGRAM**

The Office of Traffic Safety (OTS), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

***Vision*** - "Everyone traveling on California roadways will go safely"

***Mission*** - Effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a "host" government agency (subrecipient) as a contractor.

### **DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN**

#### ***Problem Identification & Program Areas***

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the annual Highway Safety Plan (HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal year (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

## **GRANT PROGRAM MANUAL**

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determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's HSP addresses NHTSA's priority program areas and others including:

### ***NHTSA Program Priority Areas***

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

The HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information [contact OTS](#) or visit our web page at [www.ots.ca.gov/About Us](http://www.ots.ca.gov/About Us).

### ***Project Solicitation and Development***

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the [Grants/Apply Now](#) page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages state and local government subdivisions (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.



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All grant applications are due January 31. The table below details the grant application process timeline.

### **Annual Grant Cycle**

<u>Month</u>	<u>Activity</u>
December	OTS announces upcoming grant application period OTS conducts grant workshops
January 31	Deadline to submit grant applications to OTS
February-May	OTS reviews and ranks grant applications
June	OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-HSP meeting with NHTSA
June - July	OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits HSP to NHTSA
July - September	OTS sends grant agreements to subrecipients for review & signatures
September	Signed grant agreements due to OTS
September 30	End of federal fiscal year
October 1	Federal fiscal year begins
October-December	OTS holds pre-operation meetings with subrecipients

### **Grant Eligibility**

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

#### **Are You Eligible for an OTS Grant?**

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

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1. Will you use the funds for one of the program areas listed below?

### **NHTSA Program Priority Areas**

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
  - Project expenses are reimbursed after the grantee pays for them.
3. Is your organization a public entity?
  - If you are a 501c (3) non-profit organization, you will need a public entity as your host agency. Please contact our office for more information.
4. Have you cleared the Single Audit?
5. Do you have a SAM number?
6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to OTS Grants to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government agency (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a "sole source" contract. If the contractor will receive more than \$150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to Non-Profits in the Grant Requirements section of this manual.)

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### **Grant Types**

Two types of grant applications are available – **General** grants and **Grants Made Easy** (GME). A qualifying government agency determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) and the OTS Rankings for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government agency should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

### **Grant Application Process and Review**

#### Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the OTS GEMS webpage for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the CFR Title 2 Subpart A Chapter II, Subpart C 200.211 including sections for:

- Agency Identification, specific information regarding the agency including the agency SAM number;
- Problem Statement that details problem to be solved;
- Supporting Statistical Data that thoroughly documents the problem;

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- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (\$5,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and if applicable the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

“Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.

You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety.”

The status of the application is automatically updated to “Submitted”.

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### ***Grant Application Review***

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Program Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the annual HSP, which is submitted on or before July 1 to NHTSA for review and approval.

### ***Risk Assessment***

**The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding.** The OTS will assess the applicant's risk of noncompliance with federal statutes (Single Audit Compliance & Federal Debarment), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

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## **GRANT AGREEMENT & PRE-OPERATIONS MEETING**

Following CalSTA review and approval of the OTS' HSP and funding recommendations, the OTS will notify the government agencies via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

### ***Draft Grant Agreement***

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- Traffic Safety Grant Agreement, Page 1 and Page 2 summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.
- The Grant Description Schedule A outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.
- Detailed Budget Estimate, Schedule B, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with single audit compliance. Costs are divided into six categories which the government agency completed as applicable to its grant. (For more information on allowable costs, refer to Direct Allowable Costs in the Subrecipient Responsibilities & Procedures section of this manual.):
  - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

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the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.

- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the [CalHR website](#).
- Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contact.
- Equipment – Includes the estimated cost of each equipment item that costs \$5,000 per unit or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.
- Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)
- Indirect Cost – Details costs accrued for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

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cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to Allowable Indirect Costs in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.

- Budget Narrative, Schedule B-1, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:
  - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)
  - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as General Costs of Government. If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:
    - “Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.”
  - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient's established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the CalHR website.
  - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. For more information on contractual services, refer to Contractual Services in the *Grant Requirement* section, and



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Financial Management in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.
- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on direct allowable costs, refer to the Subrecipient Responsibilities & Procedures section in this manual.)
- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, refer to *Direct & Allowable* in the Subrecipient Responsibilities & Procedures section in this manual.)
- *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in Appendix A in this manual.

### **Final Grant Agreement**

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Program Coordinator e-mails a copy to the Primary contact and authorizing official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see Authorizing Officials in the Subrecipient Responsibilities section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

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until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

### ***Pre-Operational Review***

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Program Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Program Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Program Coordinator in GEMS.

## **GRANT REQUIREMENTS**

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs accrued within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

### ***Federal & State Regulations Governing the OTS Grants***

The Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance for Federal Awards, is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of 2

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CFR Part 200 and 2 CFR Part 1201 (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to Appendix B, General Terms and Conditions in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in 2 CFR Part 200.416 and Appendix VII (for state, local or tribal government), 2 CFR Parts 200.418 and 200.419 and 2 CFR Part 200 Appendix III (for educational institutions) and 2 CFR 414, and Appendix IV (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government agency?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of 2 CFR Part 200.318. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

### **Audits**

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over \$750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

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Amendments, Public Law 104-156. Current code 2 CFR Subpart F - Audit, Part 200.501 describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the California State Controller's Office.

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the \$750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Subpart F - Audit, Part 200.501, the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the Monitoring section in this manual)

### ***Federal Funding Accountability & Transparency Act***

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates \$25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than \$300,000.

### ***Procurement Standards (Competitive & Sole Source)***

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in 2 CFR Part 200.318. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the California State Administrative Manual and the California State Contracting Manual. Three competitive bids should be secured for each purchase or service.

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Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All waivers must follow state guidelines as outlined in 2 CFR Part 200.318.32b.

### Buy America Act - 23 USC 313

Prohibits states and their subrecipients from using highway grant funds to purchase products over \$5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within Appendix A - Certifications and Assurances for Highway Safety Grants, which become a part of a signed grant agreement.

### ***Contractual Services***

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the Procurement Standards in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the System for Awards Management website, or adding a self-certification clause or condition to the contract (see Certification Regarding Debarment and Suspension included in Appendix A of this manual)

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

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- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the *Direct Allowable Cost & Source Documents* section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

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### ***Non-Profits***

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than \$150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

### ***Traffic Enforcement Agencies***

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

### ***Institutions of Higher Education***

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in [Appendix B](#).

### ***Limitation of Liability***

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

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nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

### **SUBRECIPIENT RESPONSIBILITIES & PROCEDURES**

When a government agency accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government agency designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in 2 CFR Part 200 and 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statutes and regulations. By accepting federal highway safety funds, the government agency or subrecipient is also bound by these certifications and assurances.

#### ***Authorizing Official***

The authorizing official has contract binding authority. Once the grant agreement is finalized by the OTS, The Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS 55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log INTO GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

#### ***Grant Director***

The grant director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved



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budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The grant director must be available for periodic operational reviews with the OTS program coordinator.

### ***Fiscal or Accounting Official***

In addition to the grant director, the subrecipient must also identify the fiscal or accounting official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The fiscal official should also carefully review the federal regulations outlined in 2 CFR Part 200 and 2 CFR Part 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual.

### ***Change Authorized Officials or Delegation***

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

### ***Financial Management***

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the fiscal official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's fiscal official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards and authorization, obligations, unobligated balances, assets, liabilities, outlays, and, if applicable, income (contact OTS for additional reporting requirements). It

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should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the *Monitoring* section of this manual.)

### **Fraud Prevention**

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Program Coordinator. The OTS Program Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

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### ***Safeguarding Personal Information***

A subrecipient must take reasonable measures to safeguard protected, personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

### ***Direct Allowable Costs & Source Documents***

The OTS uses the cost principles outlined in 2 CFR Part 200 Subpart E and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. (For more information, refer to Federal & State Regulations in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or allowable indirect cost (costs accrued for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program Resources Guide website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "Use of NHTSA Highway Safety Grant Funds for Certain Purchases".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

### ***Personnel***

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

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the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

### Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

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has firsthand knowledge of the work performed by the employee. Both of these forms will be provided by the OTS Program Coordinator during the Pre-Operational Meeting.

### **Travel**

Allowable travel expenses accrued by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the State Travel Policies apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

#### Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

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### **Contractual Services**

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

#### Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

### **Equipment**

Equipment is any non-expendable, tangible personal property costing \$5,000 or more with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the Buy America Act, in this manual. Additional guidance is available from the OTS Program Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

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For information on equipment monitoring, refer to the Monitoring Section in this manual. Equipment disposition is discussed in Grant Close Out in this manual.

### *Source Documentation:*

Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

### **Other Direct Costs**

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than \$5,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Program Coordinator for guidance on allowable supplies and services and refer to the Public Information & Education Section of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over \$5,000, must comply with the Buy America Act.

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### *Source Documentation:*

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

### **Allowable Indirect Costs**

Allowable indirect cost rates are reimbursed as defined in 2 CFR Appendix E Part 414. Indirect costs are those costs accrued for common or joint purposes (i.e., telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in Appendix IV of 2 CFR Part 200, Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the Federal government must negotiate a rate with the OTS as outlined in 2 CFR 200.331(a)(4). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in 2 CFR 200.414(c)(1).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

### **Unallowable Costs for Selected Items**

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Program Coordinator for guidance regarding the other costs not discussed previously or below in this manual.



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### Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

### Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

### Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

### Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

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- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

### **Grant Revisions**

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Program Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Program Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

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## **CLAIMS PREPARATION & REIMBURSEMENT**

### Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

<b><u>Quarter</u></b>	<b><u>Time Period</u></b>	<b><u>Due Date</u></b>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

An invoice showing "zero net" must be submitted even if no expenses were accrued during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, Quarterly Performance Reports in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs accrued during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to *Grant Performance Review* in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

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security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, Travel. Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractors name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the Board of Equalization (BOE)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

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If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

### **GRANT REPORTS**

#### ***Quarterly Performance Report (QPR)***

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

<b><u>Quarter</u></b>	<b><u>Time Period</u></b>	<b><u>Due Date</u></b>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

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- An **equipment overview** for any equipment (costing \$5,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and if not, provide an explanation if not completed.

### ***Grant Close Out***

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the primary contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs accrued up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

### ***Equipment Disposal***

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment**, unless the value has been certified to be under \$5,000 and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

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### **MONITORING**

Federal and state grant management rules require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

#### ***Grant Performance Review***

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Program Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a virtual or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Program Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Program Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

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conducted by the California Department of Finance. (For more information, refer to Audits in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

### ***Equipment***

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the Subrecipient Responsibilities, Equipment section, but also includes a description of the method used for determining current fair market value, whether the fair market value is more or less than \$5,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with 2 CFR Part 200.313 and 23 CFR 1200.31(d), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

## **PUBLIC INFORMATION & EDUCATION**

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information officer in order to use any OTS logo. Subrecipients should



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allow sufficient time for approval; they should contact their OTS Program Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials paid for with grant funds are the property of the subrecipient and the OTS (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

*Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

*This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.*

### **Advertising & Public Relations**

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved press release templates available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to [pio@ots.ca.gov](mailto:pio@ots.ca.gov) at least two weeks in advance of the announcement or event and copy the appropriate OTS Program Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Program Coordinator.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally funded public service announcements

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(PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Program Coordinator for more information on paid advertising.

### ***Copyrights/Trademarks***

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

### **WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS**

The OTS Program Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the Single Audit Act requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the state penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

### ***Termination Requested by the Subrecipient***

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

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### **DISPUTES/DISAGREEMENTS**

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Program Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Program Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Program Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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### **APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**

**(23 U.S.C. Chapter 4 and 41 U.S.C. Sec. 1906, Pub. L. 109-59, as Amended By Sec. 4011, PUB. L. 114-94)**

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Highway Safety Plan in support of the State's application for Section 402 and Section 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with 2 CFR Part 200.205 - 200.207.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipients Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding.

Applicable provisions include, but are not limited to, the following:

**General Requirements:**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 1201 - Department of Transportation, Uniform Administrative

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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### Requirements, Cost Principles, and Audit Requirements for Federal Awards **NONDISCRIMINATION**

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Part 37 and Part 38;

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The subgrantee -

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing USDOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

## **GRANT PROGRAM MANUAL**

### **APPENDIX A - CERTIFICATIONS AND ASSURANCES**

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“During the performance of this contract/funding agreement, the contractor/funding recipient agrees -

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR Part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, USDOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contractor funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontractor sub-agreement that receives Federal funds under this program.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
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# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **POLITICAL ACTIVITY (HATCH ACT)**

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;



## **GRANT PROGRAM MANUAL**

### **APPENDIX A - CERTIFICATIONS AND ASSURANCES**

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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### **RESTRICTION ON STATE LOBBYING**

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(Applies to subrecipients as well as States)

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
  3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
  4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
  6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification", including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
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# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of
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# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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- Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# GRANT PROGRAM MANUAL

## APPENDIX A - CERTIFICATIONS AND ASSURANCES

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### **BUY AMERICA ACT**

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website (<https://www.nhtsa.gov/>) also provides information on statistics, campaigns, and program evaluations and references.

## **GRANT PROGRAM MANUAL**

### **APPENDIX A - CERTIFICATIONS AND ASSURANCES**

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#### ***POLICY ON BANNING TEXT MESSAGING WHILE DRIVING***

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**APPENDIX B – MANDATORY DISCLOSURES**

2 CFR Part 200.113 and Appendix XII

Non-Federal entities that have received a Federal award including the term and condition outlined below in "*Appendix XII-Award Term and Condition for Recipient Integrity and Performance Matters*", are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

*1. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:



## GRANT PROGRAM MANUAL

### APPENDIX B – MANDATORY DISCLOSURES

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- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
  - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### 3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### 4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### 5. *Definitions*

## **GRANT PROGRAM MANUAL**

### **APPENDIX B – MANDATORY DISCLOSURES**

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For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX C – LAW ENFORCEMENT AGENCIES**  
**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. Public Law 129 - 1510, SEC. 4007

**RACIAL PROFILING**

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

**VEHICLE PURSUITS**

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

**USE OF FUNDS**

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer’s presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

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## Appendix D – General Terms & Conditions, State Certifications

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### **APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS**

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in Appendix A of this *Grants Management Manual*. The following laws apply to persons or entities doing business with the State of California.

#### **1. Administrative Support and Statement of Intent**

This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

#### **2. Air or Water Pollution Violation**

Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### **3. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: DGS Standard Agreement "General Terms and Conditions,"). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

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### 4. Americans With Disabilities Act.

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

### 5. Antitrust Claims

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

a. The Government Code chapter on antitrust claims contains the following definitions:

(1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: GC §4550)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Chapter 1 Part 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2 ) commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC §4552)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

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expenses incurred in obtaining that portion of the recovery. (Reference: GC§4553)

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: GC§4554)

#### 6. **Approval**

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement "General Terms and Conditions,")

#### 7. **Assignment**

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement "General Terms and Conditions".

#### 8. **Audits and Access to Records**

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § 8546.7, Public Contract Code (PCC § 10115 et seq., California Code of Regulations (CCR Title 2, §1896).

#### 9. **Availability of Funds**

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

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highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: SCM, Vol. , 3.11.) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

#### 10. **Byrd Anti-Lobbying Amendment (31 USC 1352)**

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

#### 11. **Child Support Compliance Act**

"For any grant agreement in excess of \$100,000, the subrecipient acknowledges in accordance with Public Contract Code (PCC § 7110), that:

- a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

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Employment Development Department.” (Reference: DGS Standard Agreement “General Terms and Conditions,”)

#### 12. **Clean Air Act and the Federal Water Pollution Control Act**

(33 USC 1251 et seq.), as amended. Grants of amounts in excess of \$100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 13. **Compensation**

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement “General Terms and Conditions”)

#### 14. **Conflict of Interest**

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

##### *Current State Employees (PCC 10410)*

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### *Former State Employees (PCC 10411)*

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.



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- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

### 15. Contracts

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

- (1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 2 CFR Part 200.

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

- (2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State

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shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

**16. Contractor Certification Clauses:**

The *Contractor Certification Clauses* contained in the Department General Services document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**17. Independent Contractor**

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "General Terms and Conditions")

**18. Competition**

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC § 10340)

**19. Convict/Forced Labor**

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

**20. Copyrights (41 CFR 105-71.134)**

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:(a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support.

**21. Corporate Qualifications to Do Business in California**

When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

### **22. Davis-Bacon Act, as amended (40 USC 3142)**

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 3142) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

### **23. Disadvantaged Business Enterprise/Small Business Affirmative Steps**

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 CFR Section 26.5, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified DBEs and small businesses on solicitation lists.
- b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: 2 CFR 200.321)

### **24. Disclosure Requirements**

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-

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employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.

- b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports.  
(Reference: GC § 7550)

#### **25. Disputes.**

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "General Terms and Conditions,")

#### **26. Document Retention and Access**

The subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Subpart D - 200.333-200.337. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.333. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

#### **27. Domestic Partners**

For agreements over \$100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with Public Contract Code section 10295.3

#### **28. Drug-Free Workplace Requirements:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

### **29. Energy Efficiency**

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

### **30. Equal Employment Opportunity**

All grant agreements shall contain a provision requiring compliance with E.O. 11246, and E.O. 11375 "Equal Employment Opportunity," as amended by E.O. 11478, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

### **31. Equipment**

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference 23 CFR 1200.31)

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### 32. **Expatriate Corporations**

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

### 33. **Financial Management System**

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200 Subpart D - 200.303.

### 34. **Gender Identity:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.35.

### 35. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "General Terms and Conditions,")

### 36. **Indemnification**

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "General Terms and Conditions,") Institutes of Higher Education, #2.

### 37. **Intangible Property**

- a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made

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by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

- c. The federal government has the right to:
  - (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
  - (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- d. Freedom of Information Act
  - (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(A)(4)(a)).
  - (2) The following definitions apply for purposes of paragraph (d) of this section:
    - (i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
      - (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
      - (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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- (ii) Published is defined as either when:
    - (A) Research findings are published in a peer-reviewed scientific or technical journal; or
    - (B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
  - (iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 2 CFR Subpart D - 200.315.

#### **38. Labor Code/Workers' Compensation**

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. (Labor Code Section 3700)

#### **39. Limited English Proficiency**

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

#### **40. Logos**

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

#### **41. Loss Leader**

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (BPC 17130).



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### **42. Progress Schedule**

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars (\$5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371)

### **43. Progress Payments**

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10346)

### **44. National Labor Relations Board Certification**

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

### **45. Non-Discrimination Clause:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., Title 2, §11105)

#### **46. Non-Duplication of Grant Funding**

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

#### **47. Non-Enforcement Supplanting Avoidance**

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

#### **48. Priority Hiring Considerations**

For agreements in excess of \$200,000, the subrecipient, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in Section 10105. (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b).")

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This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

- a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
- b. Require the subrecipient to hire an unqualified recipient of aid.
- c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
- d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code. (Reference: PCC § 10353)

### **49. Recycling Certification**

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

### **50. Resolution**

Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

### **51. Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **52. Single Audit Act Certification**

The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

## **GRANT PROGRAM MANUAL**

### **Appendix D – General Terms & Conditions, State Certifications**

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working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. Chapter 75 - 7501-7506 et seq.), as amended, which requires the following:

- a. State or local governments that receive \$750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (2 CFR Subpart F - 200.501).
- b. State or local governments that receive less than \$750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
- c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
- d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

#### **53. Solicitation**

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

#### **54. Statement of Compliance**

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 11102 and 11103). (Not applicable to public entities.)

#### **55. Subrecipient/Contractor Name Change**

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

# GRANT PROGRAM MANUAL

## Appendix D – General Terms & Conditions, State Certifications

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### **56. Sweat Free Code of Conduct**

All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

### **57. Termination for Cause**

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided.

### **58. Termination without Cause**

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: State Contracting Manual, Chapter 9.12).

### **59. Timeliness**

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "General Terms and Conditions,").

### **60. Unenforceable Provision**

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "General Terms and Conditions")

# GRANT PROGRAM MANUAL

## Appendix D – General Terms & Conditions, State Certifications

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### ***Institutions of Higher Education***

The Department of General Services requirements for universities contained within the document, UTC-220 University Terms and Conditions (Effective 4/19), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts.** Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and 2 CFR Subpart F Appendix II and 2 CFR Subpart E 200.451 whichever is applicable.

OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification.** The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

# GRANT PROGRAM MANUAL

## Appendix E – Document Examples

### APPENDIX E – DOCUMENT EXAMPLES

#### Personnel Activity Report (PAR)

State of California • Office of Traffic Safety  
**PERSONNEL ACTIVITY REPORT (PAR)**  
 OTS-26a (New 9/15)

Agency: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Grant Period: \_\_\_\_\_  
 Employee Name: \_\_\_\_\_ Position Title: \_\_\_\_\_ OTS Time\* / Hours: \_\_\_\_\_

Month/Year: \_\_\_\_\_

CFDA#	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
OTHER																																			

\_\_\_\_\_  
 Employee Signature/Date

\_\_\_\_\_  
 Supervisor Signature/Date

Month/Year: \_\_\_\_\_

CFDA#	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
OTHER																																			

\_\_\_\_\_  
 Employee Signature/Date

\_\_\_\_\_  
 Supervisor Signature/Date

Month/Year: \_\_\_\_\_

CFDA#	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
OTHER																																			

\_\_\_\_\_  
 Employee Signature/Date

\_\_\_\_\_  
 Supervisor Signature/Date

1 of 2

# GRANT PROGRAM MANUAL

## Appendix E – Document Examples

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State of California • Office of Traffic Safety  
**PERSONNEL ACTIVITY REPORT (PAR)**  
OTS-26a (New 9/15)

A PAR is an employee maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods. and
- Must be signed by the employee and his/her supervisor monthly.

### INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Time %/Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - enter actual hours worked on the OTS grant by CFDA and Fund number.
4. Other - enter the actual hours reflected on timesheet BUT NOT WORKED on the OTS Grant.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

2 of 2



# GRANT PROGRAM MANUAL

## Appendix E – Document Examples

### Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY  
**Employee Time Certification Form (Grantees/Subgrantees)**  
OTS-26 (New 5/11)

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

---

#### EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME \_\_\_\_\_

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1 \_\_\_\_\_

To: March 31 \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

\_\_\_\_\_ Date

SUPERVISOR NAME \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

\_\_\_\_\_ Date

---

#### EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME \_\_\_\_\_

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1 \_\_\_\_\_

To: September 30 \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

\_\_\_\_\_ Date

SUPERVISOR NAME \_\_\_\_\_

SUPERVISOR SIGNATURE \_\_\_\_\_

\_\_\_\_\_ Date

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[\*\*EXTERNAL\*\*] Welcome to GEMS

## EXHIBIT C

GEMS <otsgemsadmin@ots.ca.gov>

Mon 11/21/2022 2:36 PM

To:Cristina Caguiat <ccaguiat@ci.lathrop.ca.us>

Hi Cristina,

Welcome to GEMS! To get started, go to [https://ca-ots.force.com/GEMS/login?](https://ca-ots.force.com/GEMS/login?c=qJ7XjrJasAksCbQQKLKLOA5DXvvLhFQTZ3DwvqZGEp3s3TDcSq5jORTAe2_LWguW_TAG9Nt7H.sgDTGa.sC048DKnuRzRQBmugOW2lqxP2L9c8qT7xJ2N_0MXRG8u59ez_3NHRQ:YJsmCJCOP6h5EzrSLGngAXMVkfg4hw4BguwpR.yHkaDMvSpQUXsacAO4uDkPT)

[c=qJ7XjrJasAksCbQQKLKLOA5DXvvLhFQTZ3DwvqZGEp3s3TDcSq5jORTAe2\\_LWguW\\_TAG9Nt7H.sgDTGa.sC048DKnuRzRQBmugOW2lqxP2L9c8qT7xJ2N\\_0MXRG8u59ez\\_3NHRQ:YJsmCJCOP6h5EzrSLGngAXMVkfg4hw4BguwpR.yHkaDMvSpQUXsacAO4uDkPT](https://ca-ots.force.com/GEMS/login?c=qJ7XjrJasAksCbQQKLKLOA5DXvvLhFQTZ3DwvqZGEp3s3TDcSq5jORTAe2_LWguW_TAG9Nt7H.sgDTGa.sC048DKnuRzRQBmugOW2lqxP2L9c8qT7xJ2N_0MXRG8u59ez_3NHRQ:YJsmCJCOP6h5EzrSLGngAXMVkfg4hw4BguwpR.yHkaDMvSpQUXsacAO4uDkPT)

Username: [REDACTED]@ci.lathrop.ca.us

To login to the GEMS system in the future, go to this URL:

[ca-ots.force.com/GEMS](https://ca-ots.force.com/GEMS)

Thanks,  
California Office of Traffic Safety

## ITEM 4.7

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

**ITEM:** APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR MITRA USA

**RECOMMENDATION:** Adopt a Resolution Approving a Facility Fee Waiver request from Mitra USA for the use of the Scott Brooks Gymnasium on October 13, 2023 from 4:00 p.m. to 10:00 p.m. to host a Cultural Event

---

#### **SUMMARY:**

Review and consider adoption of a resolution approving a facility fee waiver request from Mitra USA for the use of Scott Brooks Gymnasium in accordance with the City of Lathrop Fee Waiver Policy. Mitra USA submitted a facility fee waiver request for the use of Scott Brooks Gymnasium for October 13, 2023 to host a Cultural Event from 4:00 p.m. to 10:00 p.m. with an estimated attendance of 150 participants.

The Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests, however, the submission came in after the August 3, 2023 meeting. In order to move forward with this Fee Waiver request, staff reviewed the request, and recommends Council approval, as it meets the requirements of the Fee Waiver Policy and are of public benefit, de minimis in nature and not subsidized from other facility fees. Staff requests that the Council review and approve the proposed resolution for the fee waiver requested by Mitra USA.

#### **BACKGROUND:**

Staff received a request for a fee waiver that meets the requirements of the Fee Waiver Policy, from a local organization for the use of a City facility to support their activities. Mitra USA is a local non-profit engaged in charitable, social, cultural, and community development activities. Mitra USA submitted a facility fee waiver for the use of Scott Brooks Gymnasium on October 13, 2023 to host a Cultural Event from 4:00 p.m. to 10:00 p.m. with an estimated attendance of 150 participants in the amount of \$1,050.10 which includes both the cost of the facility and staffing.

#### **RECOMMENDATION:**

Staff recommends Council find the requested waiver provides a public benefit to the community and the amount of the request is de minimis in nature and not subsidized from other facility fees, and approve the Facility Fee Waiver requested by Mitra USA.

#### **FISCAL IMPACT:**

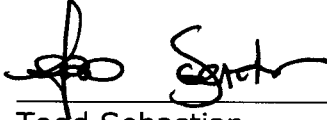
The fees associated with the facility fee waiver request total \$1,050.10.

**ATTACHMENTS:**

- A. Resolution approving a Facility Fee Waiver request from Mitra USA for the use of the Scott Brooks Gymnasium on October 13, 2023 from 4:00 p.m. to 10:00 p.m. to host a Cultural Event
- B. Fee Waiver Calculations

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
MITRA USA FEE WAIVER**

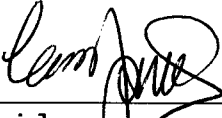
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation and Maintenance Services

8.25.23

\_\_\_\_\_  
Date



\_\_\_\_\_  
Cari James  
Finance Director

8/29/2023


\_\_\_\_\_  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8/22/2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A FACILITY FEE WAIVER REQUEST FROM MITRA USA FOR THE  
USE OF THE SCOTT BROOKS GYMNASIUM ON OCTOBER 13, 2023 FROM  
4:00 P.M. TO 10:00 P.M. TO HOST A CULTURAL EVENT**

**WHEREAS**, the City received a facility fee waiver request from Mitra USA in accordance with the City of Lathrop Fee Waiver Policy; and

**WHEREAS**, Mitra USA submitted a facility fee waiver request for the use of Scott Brooks Gymnasium on October 13, 2023 to host a Cultural Event from 4:00 p.m. to 10:00 p.m. with an estimated attendance of 150 participants; and

**WHEREAS**, The Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests, however, the submission came in after the August 3, 2023 meeting and in order to move forward with this Fee Waiver request, staff reviewed the request, and recommends Council approval, as it meets the requirements of the Fee Waiver Policy and are of public benefit, de minimis in nature and not subsidized from other facility fees.

**NOW, THEREFORE, BE IT RESOLVED**, that by the City Council of the City of Lathrop finds the request to be of public benefit, de minimis in nature and not subsidized from other facility fees does hereby approve the Facility Fee Waiver for Mitra USA for the use of Scott Brooks Gymnasium on October 13, 2023 to host a Cultural Event from 4:00 p.m. to 10:00 p.m. with an estimated attendance of 150 participants in the amount of \$1,050.10.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

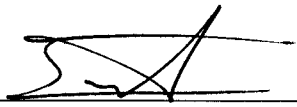
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

<b>Mitra USA</b>					
<b>Fee Calculations for 2023 Request for Use of Facilities</b>					
<b>Facility</b>	<b>Month Rqstd</b>	<b>Dates Requested</b>	<b>Purpose</b>	<b>Rate/Day</b>	<b>Total Price</b>
Lathrop Community Center	October	10/13/2023	Cultural Event	\$ 640.00	\$ 640.00
Application Fee	October	10/13/2023	Cultural Event	\$ 25.00	\$ 25.00
<b>TOTAL</b>					<b>\$665.00</b>

<b>City of Lathrop Staffing</b>				
<b>Fee Calculations for 2023 Request Staff Time Associated with Fee Waiver Request</b>				
<b>Event</b>	<b>Title</b>	<b>Hourly Rate</b>	<b>Hrs Rqstd</b>	
Cultural Event	Recreation Leader (2)	\$ 21.93	8	\$ 350.88
Cultural Event	Administrative	\$ 34.22	1	\$ 34.22
<b>TOTAL</b>				<b>\$385.10</b>

**\$1,050.10**



## ITEM 4.8

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

**ITEM:** **APPROVE 2023 FACILITY FEE WAIVER  
REQUEST FOR LATHROP LITTLE LEAGUE**

**RECOMMENDATION:** **Adopt a Resolution Approving a Facility Fee Waiver request from Lathrop Little League for the use of Mossdale Park Baseball Fields from September 11, 2023 through November 4, 2023 for Fall Baseball Clinics**

---

#### **SUMMARY:**

Review and consider adoption of a resolution approving a facility fee waiver request from Lathrop Little League for the use of Mossdale Park Baseball Fields in accordance with the City of Lathrop Fee Waiver Policy. Council approved a fee waiver request from the Lathrop Little League at the November 14, 2022 Regular Meeting. Lathrop Little League submitted a new facility fee waiver request for the use of Mossdale Park Baseball Fields on Mondays, Tuesdays, Thursdays, Fridays and Saturdays from September 11, 2023 through November 4, 2023 for the use of Fall Baseball Clinics with an anticipated attendance of 100 participants.

The Parks and Recreation Commission typically reviews and makes recommendations on approving fee waiver requests, however, the submission came in after the August 3, 2023 meeting. In order to move forward with this fee waiver request, staff reviewed the request, and recommends Council approval, as it meets the requirements of the Fee Waiver Policy and are of public benefit, de minimis in nature and not subsidized from other facility fees. Staff requests that the Council review and approve the proposed resolution for the fee waiver requested by Lathrop Little League.

#### **BACKGROUND:**

Staff received a request for a fee waiver that meets the requirements of the Fee Waiver Policy, from a local organization for the use of a City facility to support their activities. Lathrop Little League is a local non-profit providing enriching youth programming that promotes sportsmanship, teamwork, and leadership skills through the game of baseball. Lathrop Little League submitted a facility fee waiver for the use of Mossdale Park Baseball Fields (1) and (2) on Mondays, Tuesdays, Thursdays, Fridays and Saturdays from September 11, 2023 through November 4, 2023 for the use of Fall Baseball Clinics with an anticipated attendance of 100 participants in the amount of \$6,514.22 which includes both the cost of the facility and staffing.

**RECOMMENDATION:**

Staff recommends Council find the requested waiver provides a public benefit to the community and the amount of the request is de minimis in nature and not subsidized from other facility fees, and approve the Facility Fee Waiver requested by Lathrop Little League.

**FISCAL IMPACT:**

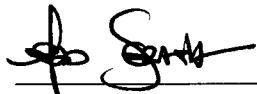
The fees associated with the facility fee waiver request total \$6,514.22.

**ATTACHMENTS:**

- A. Resolution approving a Facility Fee Waiver request from Lathrop Little League for the use of Mossdale Park Baseball Fields from September 11, 2023 through November 4, 2023 for Fall Baseball Clinics
- B. Fee Waiver Calculations

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
LATHROP LITTLE LEAGUE FEE WAIVER**

**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation and Maintenance Services

8.31.23

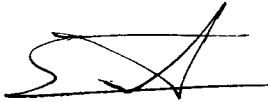
\_\_\_\_\_  
Date



\_\_\_\_\_  
Cari James  
Finance Director

8/31/23

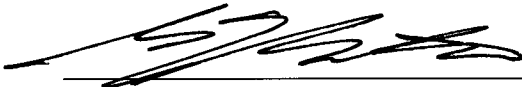
\_\_\_\_\_  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.30.2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A FACILITY FEE WAIVER REQUEST FROM LATHROP LITTLE  
LEAGUE FOR THE USE OF MOSSDALE PARK BASEBALL FIELDS FROM  
SEPTEMBER 11, 2023 THROUGH NOVEMBER 4, 2023 FOR FALL BASEBALL  
CLINICS**

**WHEREAS**, the City received a facility fee waiver request from Lathrop Little League in accordance with the City of Lathrop Fee Waiver Policy; and

**WHEREAS**, Lathrop Little League submitted a facility fee waiver request for the use of use of Mossdale Park Baseball Fields on Mondays, Tuesdays, Thursdays, Fridays and Saturdays from September 11, 2023 through November 4, 2023 for the use of Fall Baseball Clinics with an anticipated attendance of 100 participants, and:

**WHEREAS**, The Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests, however, the submission came in after the August 3, 2023 meeting and in order to move forward with this Fee Waiver request, staff reviewed the request, and recommends Council approval, as it meets the requirements of the Fee Waiver Policy and are of public benefit, de minimis in nature and not subsidized from other facility fees.

**NOW, THEREFORE, BE IT RESOLVED**, that by the City Council of the City of Lathrop finds the request to be of public benefit, de minimis in nature and not subsidized from other facility fees does hereby approve the Facility Fee Waiver for Lathrop Little League for the use of use of Mossdale Park Baseball Fields on Mondays, Tuesdays, Thursdays, Fridays and Saturdays from September 11, 2023 through November 4, 2023 for the use of Fall Baseball Clinics with an anticipated attendance of 100 participants in the amount of \$6,514.22.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

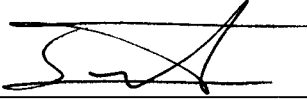
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

<b>Lathrop Little League</b>					
<b>Fee Calculations for 2023 Request for Use of Facilities</b>					
<b>Facility</b>	<b>Month Rqstd</b>	<b>Dates Requested</b>	<b>Purpose</b>	<b>Rate/Day</b>	<b>Total Price</b>
Mossdale Park Field 1	September	11,12,14,16,18,19, 21,22,23,25,26, 28,29,30	Fall Baseball Clinic	\$ 1,350.00	\$ 1,350.00
Mossdale Park Field 2	September	11,12,14,16,18,19, 21,22,23,25,26, 28,29,30	Fall Baseball Clinic	\$ 1,350.00	\$ 1,350.00
Mossdale Park Field 1	October	2,3,5,6,7,9,10,12, 13,14,16,17,19,20 21,23,24,26,27,28 30,31	Fall Baseball Clinic	\$ 1,950.00	\$ 1,950.00
Mossdale Park Field 2	October	2,3,5,6,7,9,10,12, 13,14,16,17,19,20 21,23,24,26,27,28 30,31	Fall Baseball Clinic	\$ 1,950.00	\$ 1,950.00
Mossdale Park Field 1	November	2,3,4	Fall Baseball Clinic	\$ 300.00	\$ 300.00
Mossdale Park Field 2	November	2,3,4	Fall Baseball Clinic	\$ 300.00	\$ 300.00
					\$ (720.00)
<b>TOTAL</b>					<b>\$6,480.00</b>

<b>City of Lathrop Staffing</b>			
<b>Fee Calculations for 2023 Request Staff Time Associated with Fee Waiver Request</b>			
<b>Event</b>	<b>Title</b>	<b>Hourly Rate</b>	<b>Hrs Rqstd</b>
Fall Baseball Clinic	Administrative	\$ 34.22	1
<b>TOTAL</b>			<b>\$34.22</b>

**\$6,514.22**

## ITEM 4.9

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

**ITEM: APPROVE OUT OF STATE TRAVEL FOR THE 2023 NATIONAL LEAGUE OF CITIES CITY SUMMIT**

**RECOMMENDATION: Adopt Resolution Authorizing Out of State Travel for the 2023 National League of Cities City Summit Trip to Atlanta, Georgia, from November 15-18, 2023**

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#### **BACKGROUND:**

The National League of Cities (NLC) is an organization comprised of city, town and village leaders focused on improving the quality of life for their current and future constituents. The NLC has nearly 100 years of experience in providing educational and resource programs dedicated to the development of local governments and their leaders. The NLC has members and supporters throughout more than 2,700 cities across the nation. Their mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions. In order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021.

The National League of Cities will be hosting their 2023 City Summit Conference, November 15<sup>th</sup> through the 18<sup>th</sup>, in Atlanta, Georgia. This would be the City's first time participating in the National League of Cities City Summit conference. Since, City policy requires Council approval for all out of state travel, staff requests approval of the attached resolution authorizing travel for four (4) Council Members to attend the National League of Cities 2023 City Summit Conference. The City Council training and travel budget for Fiscal Year (FY) 23-24 has sufficient funds to cover the cost of the proposed travel.

#### **REASON FOR RECOMMENDATION:**

Councilmember participation allows the opportunity to learn about protecting the interests of our municipality, the federal policy and lawmaking process, strengthening local leadership and driving innovative solutions.

#### **FISCAL IMPACT:**

Staff requests out of state travel approval for four (4) Council Members to attend the National League of Cities 2023 City Summit Conference. The City Council training and travel budget, for FY 23-24, has sufficient funds available to cover the cost of the proposed travel. The total fiscal impact for the 2023 City Summit Conference is approximately \$8,000, which includes registration, hotel, airfare, transportation and meals (not provided by the conference).

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
NATIONAL LEAGUE OF CITIES 2023 CITY SUMMIT CONFERENCE**


**ATTACHMENTS:**

- A. Resolution Authorizing Out of State Travel to the 2023 National League of Cities City Summit Trip to Atlanta, Georgia, from November 15-18, 2023
- B. National League of Cities 2023 City Summit Conference Information

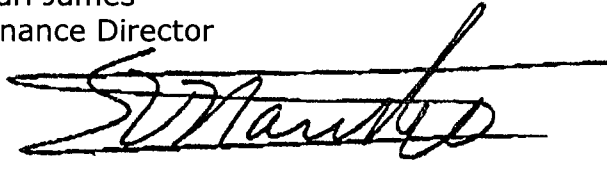
**APPROVALS:**

  
\_\_\_\_\_  
Teresa Vargas  
Government Services Director &  
City Clerk


9/1/23  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

9/1/2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9/5/2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.5.23  
Date



**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR THE NATIONAL LEAGUE OF CITIES CITY SUMMIT TRIP TO ATLANTA, GEORGIA, FROM NOVEMBER 15-18, 2023**

**WHEREAS**, the National League of Cities (NLC) is an organization comprised of city, town and village leaders focused on improving the quality of life for their current and future constituents; and

**WHEREAS**, the NLC's mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions; and

**WHEREAS**, in order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021; and

**WHEREAS**, the NLC will be hosting their 2023 City Summit Conference, November 15th through the 18th, in Atlanta, Georgia, and this would be the City's first time participating in the National League of Cities City Summit conference; and

**WHEREAS**, since City policy requires Council approval for all out of state travel, staff requests approval of this resolution authorizing travel for four (4) council members to attend the National League of Cities 2023 City Summit Conference; and

**WHEREAS**, the City Council training and travel budget for Fiscal Year (FY) 23-24 has sufficient funds to cover the cost of the proposed travel; and

**WHEREAS**, the total fiscal impact for the 2023 City Summit Conference is approximately \$8,000, which includes registration, hotel, airfare, transportation and meals (not provided by the conference).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approve out of state travel for four (4) council members to attend the National League of Cities 2023 City Summit Conference, in Atlanta, Georgia.

The foregoing resolution was passed and adopted this 11 day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

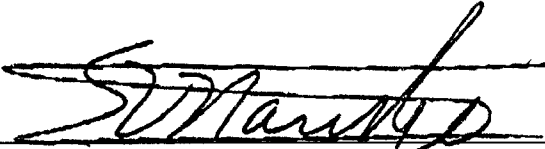
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



*Explore our list of workshops (tentative) being planned for City Summit. Please note that all workshops are subject to change.*

## **HOUSING & HOMELESSNESS**

### **Local Actions to Accelerate Housing Supply**

Local leaders are keenly aware that housing supply needs to increase to meet growing demand. In response, they are pursuing a wide range of promising and equitable practices to bolster housing supply. This workshop will highlight some of the innovative actions that cities are taking to expand existing housing supply; opportunities to make effective use of construction and development, finance, land use, and zoning strategies; and the potential for public-private partnerships to increase and preserve housing supply. Panelists also will discuss approaches cities are adopting for authentic community.

### **Local Actions to Preserve Existing Housing Supply**

Cities are pursuing a range of strategies to meet the demand for housing, including directing greater attention toward preserving the existing housing supply. This workshop will explore a toolbox of housing preservation policies and programs that cities can draw upon, including engagement with homeowners and landlords on preserving naturally occurring affordable housing and community-wide education. Panelists also will show how housing preservation efforts can draw on equity, climate resilience and healthy housing frameworks to deliver multiple layers of benefits to communities.

### **Governance Strategies to Improve Local Homeless Response Systems**

Local governance is most effective in responding to challenges when processes are participatory, accountable, transparent, efficient, and inclusive. This workshop highlights the role of governance in developing approaches to improve local homeless response systems, particularly in terms of increased alignment across governance structures. Participants will discuss how to coordinate strategies across agencies and with other organizations; learn about successful partnership models; and explore ways to involve the lived experiences of residents, community organizations, and stakeholders in decision-making processes that drive meaningful change.

Learn more at [citysummit.nlc.org](http://citysummit.nlc.org)

### **Human-centered Approaches to Address Homelessness**

Homelessness is not a monolithic issue, and tackling it requires tailored solutions that consider the unique needs of different populations experiencing homelessness, including pregnant women, children, youth and young adults, families, veterans, justice-involved individuals or individuals with mental health challenges. This workshop delves into a coordinated systems approach that relies on using local data, both qualitative and quantitative, to inform decisions about how to allocate resources, services and programs to most effectively meet the needs of those experiencing homelessness in the community.

### **Housing Stability: New Ideas for a Persistent Challenge**

In an ever-changing housing landscape, how can cities ensure there is a stable housing supply for their residents? Housing stability has taken on even greater urgency as eviction protections put in place during the COVID-19 pandemic have expired. In this session, participants will gain insight into the meaning of housing stability and learn how some communities are making progress toward the goal of housing stability. City leaders will highlight steps they are taking to prepare residents to maintain and upkeep their homes and endure disruptions and emergencies such as evictions, foreclosure or natural disasters. The discussion also will explore inclusive solutions to build housing stability among residents who are underserved due to race, ethnicity or geography.

## **INFRASTRUCTURE**

### **Infrastructure Grant Winners: Learn How They Won and How You Can Too**

Small municipalities (under 50K population) have been successful in securing Bipartisan Infrastructure Law (BIL) grants. This workshop will highlight how some of these communities, with limited staff and resources, put together winning proposals and will generate ideas for how your municipality can take steps to make an application for BIL or other federal funding more competitive. Come hear about general trends in BIL funding, anecdotal reports on successful tactics, and more.

### **BUILT: Community Engagement for Placemaking and Infrastructure Design**

Come join this interactive session on creative community engagement for placemaking and infrastructure design and experiment with Sojourn Theatre's gamified planning tool, BUILT. BUILT is a civic dialogue project that addresses the challenges of housing, infrastructure, neighborhood cohesion, and equity in American cities. This simulation will demonstrate the complexity of placemaking, the roles of local elected officials as they design a community, and how decisions impact the health and equity of

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residents. Learn about creative approaches to equitable placemaking and engaging community voices, and explore the connections between social infrastructure and health, equity, well-being and the built environment.

## **INNOVATION + TECHNOLOGY**

### **Using a Data-driven Approach to Build Innovative Policies**

From delivering services to solving problems, building data capacity can support the prioritization of funding for successful projects, improve response to community needs, and build resiliency for future crises. How can local communities build on innovative policies? What lessons can they take away from pilot projects? This workshop will help local leaders learn how to use data to better understand the impact of innovative policies and pilot projects and recognize the impact of policies on different neighborhoods and communities. Perfect for the newly elected official or a seasoned local leader, this session gives you the strategies to use data to spur and strengthen the adoption of innovative policies.

### **From Tech to Talk in the Era of Emerging Technologies**

This workshop equips local leaders with strategies to effectively communicate about emerging technologies, improve service delivery, and connect with their constituents. Participants will learn to craft compelling narratives that highlight the impact and opportunities of these technologies while demystifying buzzwords and addressing resident concerns. Through persuasive communication techniques and data-informed storytelling, local leaders can build trust, foster understanding, and bridge the gap between advancements and community needs. Come engage in small group discussions with an array of experts and leaders and leave with the skills to drive inclusive and informed discussions that shape the future of your communities.

## **MENTAL HEALTH & WELLBEING**

### **Addressing Root Causes of Mental Health and Substance Use Disorders**

About 46 million Americans suffer from addiction and mental health burden, and local governments increasingly recognize the need to adopt holistic strategies that go beyond treatment options. The growing availability of fentanyl and rising numbers of opioid overdose deaths, combined with increases in mental health challenges, trauma, and violence, only underscore the need for cities to examine root causes and set a course for long-term change. Learn how cities are analyzing data, implementing multidisciplinary and regional approaches and combining funding streams, including opioid settlement

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dollars, to go beyond treatment and lay the foundation for comprehensive strategies to address mental health and substance use disorders.

### **Taking a Data-Driven Approach to Community Well-Being**

City leaders are health leaders. They have the power to reshape policies and practices and to redefine their city's view of "progress" from one that uses economic or growth measures alone to one that defines progress as "well-being for all people." Local governments can address multiple dimensions of health equity by ensuring city efforts are data driven and city specific and by working side by side with communities to codesign solutions to address complex health and social needs. Learn how cities are analyzing a range of indicators and implementing data-driven policies to comprehensively address community well-being.

### **The Urgency of Addressing Youth Mental Health in Cities**

Across the country, cities are seeing increases in depression, anxiety, and other mental health conditions among adolescents and young adults, as well as the impacts of isolation and stress on community life. Many of these conditions have been exacerbated by the COVID-19 pandemic and the influence of social media, among other drivers. This session will explore ways that cities can direct resources to meet the needs of their youth, parents and families. Panelists will open their toolboxes and discuss steps to raise awareness and reduce stigma, school-based interventions, trauma-informed approaches and integrating the arts into behavioral health practice. They also will focus on ways to make mental health services more accessible and affordable, especially for youth and historically marginalized groups. Join us for a candid and solutions-oriented discussion to promote healing in our cities.

## **PUBLIC SAFETY/VIOLENCE INTERVENTION**

### **Youth & Young Adult Violence: Facts, Myths, Prevention & Intervention**

Many cities are becoming increasingly concerned about issues of youth and young adult violence in their communities, particularly as Black and Brown young people are disproportionately impacted. In response, cities are supporting innovative measures to engage young residents in violence prevention efforts in K-12 classrooms, afterschool programs and community-based organizations. This session takes a closer look at some of the facts and myths surrounding youth and young adult violence and engages city leaders in dialogue about community- and school-based prevention and intervention strategies that respond to the needs, concerns and aspirations of youths and young adults.

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### **Reimagining Community Safety: Taking a Collaborative Approach**

Elected officials, residents, civic leaders, educators, businesses and other stakeholders share the goal of community safety. What types of creative solutions can they collaboratively develop and implement to promote safety and well-being throughout their communities? This session will focus on innovative community violence interventions and the impacts they can deliver when properly supported. It will feature examples of collaborative approaches that engage city leaders, agency staff, residents, philanthropies and national partners.

### **New Visions for the City Safety Workforce**

Cities across the country are taking a fresh look at public safety and reimagining the type of workforce needed to ensure a safe community. This approach entails reducing police response to nonviolent and non-criminal calls for help, expanding alternative response programs and recruiting crisis intervention and social service responders. Come learn about some of the innovative strategies cities are implementing and how they are redefining the roles of public safety professionals and gain new insights into building and sustaining a public safety ecosystem in your community.

### **Community Resilience 101: Best Practices to Advance Climate Goals**

The impacts of changing climate conditions affect virtually every facet of governance, infrastructure operations and community well-being. This session will deliver valuable information for all city leaders, from those just starting their climate resilience journey to those leading in the field. Learn about best practices to advance resilient infrastructure, how cities are leveraging federal funding and other financing mechanisms to advance climate projects, and the critical role of partnerships in creating communities that thrive. These success stories can inspire your community to meet this moment and take advantage of the billions of federal dollars available for critical projects to maintain and strengthen built and social infrastructure. This session is an excellent opportunity to connect with other leaders and collaborate on solutions to create healthier, more resilient communities.

### **Climate-Friendly Buildings for a Healthy, Just & Sustainable Future**

Buildings account for over 30 percent of greenhouse gas emissions in the United States – which means that meeting climate goals will require American communities to rethink how they construct and power buildings. Upgrading and investing in the built environment also have positive spillover benefits to other policy areas such as green workforce development, public health improvements and energy independence and resilience. With Americans spending over 90 percent of their time indoors, making buildings as healthy as possible can substantially improve their quality of life. Learn about the benefits and challenges of municipal, residential and commercial building decarbonization, and hear local leaders describe their experiences with building code and zoning ordinance changes, energy efficiency upgrades and distributed renewable energy systems.

### **Achieving Environmental Justice through Policy, Practice & Funding**

Communities that bear the brunt of climate change often are on the frontlines of other injustices as well. Historic levels of federal funding create a once-in-a-generation opportunity to invest in climate resilience measures that not only address sustainability needs but also improve health and equity. At this interactive session, city leaders, federal agency representatives and environmental justice advocates will showcase the tools they use to set environmental justice priorities and highlight the funding opportunities available to address them. Come learn about best practices for health and environmental remediation, including lead removal and increasing access to nature and open spaces; using data tools to identify environmental justice areas of focus; making use of federal funding, municipal bonds and capital planning; and designing workforce training for a just transition.

## **TRANSPORTATION**

### **Delivery Drones, Robots and Sensors: The Municipal Role and the Environmental Opportunity**

The rapid rise of delivery technologies, such as unmanned aerial vehicles (UAVs), ground-based delivery drones and e-cargo bikes, offers new opportunities for more efficient and innovative delivery in cities, towns and villages. However, integrating these technologies requires careful planning, coordination and effective curb management. This session will provide participants with insights into these growing delivery modes and practical strategies for managing them while “owning” the public rights of way. City leaders will showcase examples of successfully implementing these technologies while balancing the needs of different stakeholders, including pedestrians, cyclists and traditional delivery vehicles.

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### **Making Connections: Exploring Rural and Suburban Mobility Options**

How can rural and suburban communities fill mobility gaps, ease traffic congestion and reduce stress on parking demands while driving economic development? A surge of federal funding to cities, towns and villages gives local leaders new opportunities to increase resident well-being, boost economic prosperity and lower barriers for those with limited mobility options. In this session, municipal leaders will explore tradeoffs between flexible mobility and fixed-route mobility, best practices in establishing and funding pilots and programs, success stories and lessons learned, and some of the ways that rural and suburban communities are prioritizing accessible mobility. A panel Q&A will be followed by break-out sessions.

### **Road Safety Interventions That Work and Save Lives**

With 2022 as the deadliest year on roads for pedestrians and drivers, local leaders are looking for ways to improve road and rail safety and save the lives of residents. This workshop will focus on best practices for rail and road safety, including the U.S. Department of Transportation's Proven Safety Countermeasures, technological innovations in road safety, funding options and implementation strategies. Come hear from three municipalities that found ways to implement innovative measures and reduce the number of roadway deaths in their communities and learn how NLC can connect you with helpful resources.

## **WORKFORCE DEVELOPMENT**

### **Economic Inclusion: Alleviating Burdens and Building Resilience**

Embedding economic inclusion strategies into a framework of well-being and resilience is essential in supporting and ensuring the success of families, businesses and communities. This workshop will highlight several NLC programs designed to help cities close wealth gaps driven by race and gender inequity and expand economic opportunities for businesses of color and multiple generations of residents. Hear from city officials as they outline measures implemented to foster interdepartmental cooperation and community engagement, fortifying economic resilience and mitigating racial wealth disparities.

### **Leveraging Municipal Bond Markets for Racial Equity**

Municipal bonds are used to finance vital public infrastructure. They also can be used to emphasize equality, equity and other social outcomes in capital projects. Over the last year, NLC has collaborated with the Public Finance Initiative and other partners on the Racial Equity & Bond Markets project, which provides cities with opportunities to share their experiences and utilize tools to incorporate racial equity frameworks into their capital projects. This panel discussion will feature cities that have taken part in the Racial Equity & Bond Markets project and spotlight their experiences in leveraging finance as a catalyst to change inequitable conditions.

### **Building Pathways into the Municipal Workforce**

Local governments are facing a labor and workforce skills shortage that has been exacerbated by the COVID-19 pandemic, increased competition for labor, ineffective hiring practices, hiring restrictions, inadequate training programs and a lack of available labor data to inform workforce policies. This interactive workshop will highlight strategies local leaders are pursuing to reimagine their public sector hiring practices, benefits, training programs and workforce development strategies to attract and retain workers, build skills and pathways for advancement, support employees outside of work and generally develop a family-friendly city environment.

### **Good Jobs, Great Cities: The Next-Generation Infrastructure Workforce**

Building next-generation infrastructure requires a skilled and ready workforce – a challenge that calls upon city leaders to take an active role in aligning their regional workforce pipelines to meet burgeoning needs in infrastructure, advanced manufacturing, and clean energy. In this session, city leaders will spotlight useful frameworks for workforce development, funding strategies and lessons learned. They also will share how they have partnered with employers, colleges and universities, and workforce development agencies to create on-ramps to promising career pathways that can help close racial and economic equity gaps and expand economic opportunities for residents and businesses of color.

### **Revitalizing Main Street: Transforming Downtown Spaces**

Join our workshop to explore the roles of vibrant downtowns and Main Streets as economic, cultural, and social centers that contribute significantly to local identity, economic vitality, and overall quality of life. Delve into the various challenges these downtown areas face, such as vacant properties, business closures, and escalating rent costs. Acquire valuable insights, strategies, and tools necessary for the revitalization of your city's downtown core, alongside practical approaches, and successful case studies.

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Engage with industry experts to expand your network and empower yourself with the means to cultivate a prosperous future for your community, fostering thriving businesses while nurturing a flourishing culture and sense of community.

## SOLUTION SESSIONS

*In addition to workshops, conference attendees can enjoy sessions led by industry experts. Explore our Solution Sessions.*

### **Leading Ahead of the Trends: Today's Top Ten Community Needs**

Many facets of livability – such as infrastructure, public safety, and housing – work together to form a great community. This session puts the spotlight on ten priorities that matter most to U.S. residents today. Come hear public opinion experts and local government thought leaders discuss national trends that have the greatest impact on cities. Take a closer look at Polco's nationwide community survey and government performance databases and gain new insights into residents' perspectives on community livability. You'll also discover proven, practical strategies to harness community data for the most successful outcomes.

### **Becoming a City of Service**

JustServe appreciates the power of service and volunteering to build unity in the community, and its platform links opportunities to serve with community needs. This session will highlight ways to engage youth in identifying needs in your community, help them collaborate with organizations that meet those needs and then see their efforts make a difference in the community. It also will introduce the new program that JustServe is launching to recognize cities and youth for their efforts in bringing their communities together. Come and learn how your city can be recognized as a City of Service!

### **Reimagining Recruitment and Retention**

Given the structural changes in the nature of work and workforce competition over the last few years, it is time for local government managers to take a hard look at the recruitment process, experiment with new outreach and engagement methods, restructure interviews, and consider ways in which full-time vs. part-time may no longer be the only options. MissionSquare Research Institute will share data from

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public sector employees, HR managers, and job candidates for a discussion on how government can remain competitive in a difficult hiring market. Particular attention will be given to hard-to-recruit positions, the use of technology to reconfigure both recruitment and the workplace, and new findings among employees 35 and younger about what factors motivate them to seek or remain in public sector employment.

### **Inclusive Mental Health Policies for the City Workforce**

Rates of anxiety, depression, and other mental health conditions are on the rise, creating a dual challenge for local communities. Communities need to provide their government workforce with the mental health-related services and supports they need to perform their jobs. They also need to ensure that there are enough well-trained mental health providers to meet the growing demand for services and treatment. This panel will explore some of the innovative ways that local governments are addressing these challenges—from work-related mental health policies, plans and practices to efforts to bolster the behavioral health workforce.

This session will be facilitated by the State Exchange on Employment & Disability (SEED), a state-federal collaboration. The discussion will feature NLC members sharing their firsthand experiences and solutions for advancing inclusive mental health policies.

### **Redlining and Health: A Look at Impacts in Three Cities**

As part of the NLC Capstone Challenge, the City Health Dashboard is working with three cities that have dealt with historic redlining – Charlottesville, VA, Houston, TX and Rochester, NY – to understand how this practice continues to impact current health and economic disparities. The goal is to help cities integrate historic redlining maps into their equity planning processes and create action plans for impactful and lasting local change for displaced populations and disinvested neighborhoods. Learn about these unique collaborations to combine mapping and data expertise with city representatives' collective local knowledge. You'll also hear directly from cities who are thinking critically about how the past can inform the present to create more widespread, equitable opportunity for all communities in the future.

### **Data, Insights and Innovations for Mental Health Solutions**

Join leaders of Care Solace and Be Well OC as they delve into the pressing issue of mental health among vulnerable populations. Drawing on data-driven insights from city partners, this session explores innovative strategies and solutions that can transform the mental health services and support systems available for individuals who are facing homelessness and other challenging circumstances. A combination of case studies, discussions among experts and collaborative problem-solving will give participants fresh ideas and new tools to respond to mental health issues that cities of all sizes are

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facing. This session will be valuable for both elected officials and municipal staff seeking to strengthen the mental well-being of their communities.

### **Reimagining Commercial Space as Housing**

Communities across the country are struggling to provide high-quality affordable housing, and Freddie Mac estimates a current shortage of 3.8 million units nationwide. At the same time, changes in the commercial real estate market – driven by more flexible work patterns – have created an abundance of vacant office space and, perhaps, new opportunities to expand the housing supply and create 24/7 neighborhoods. The American Institute of Architects will present five key takeaways for city leaders who are considering office-to-residential conversions as part of a comprehensive strategy to address housing shortages.

### **Good Neighbors: A Commitment to Protect Housing Affordability**

Airbnb has launched a set of new principles that guide how it partners with communities around the world to support policies that address housing affordability challenges. These principles are the first of their kind for the industry and represent Airbnb’s clear and comprehensive commitment to work together with policymakers, community groups, housing-policy experts and thought leaders to ensure Airbnb helps make communities stronger. During this discussion, Airbnb will outline its newly launched principles, highlight its existing efforts on housing and announce new initiatives and opportunities for partnership with local communities to advocate for sensible policies to help boost the affordable housing supply.

### **Creating Resilient and Healthy Communities**

Resilient cities recognize the importance of equitable solutions that serve all members of the community, including our most vulnerable. That includes community members who are experiencing homelessness. Community leaders play a critical role in addressing the issues of housing and homelessness, and they understand that homelessness can arise from various circumstances, including mental health issues, the opioid/fentanyl crisis, extreme weather events, natural disasters and economic problems. With this in mind, community and local leaders seek ways to offer immediate shelter and establish pathways toward more permanent housing solutions. This session will focus on ways to build a comprehensive approach that combines immediate relief with sustainable strategies to build resilient cities where everyone has access to safe and stable housing.

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### **Socially Responsible Purchasing with Amazon Business**

Supporting local, veteran-owned and minority-owned businesses and improving sustainability are important for city growth. Join this session as representatives from Amazon Business share innovative ways for city leaders to define, meet and proactively measure progress toward socially responsible purchasing goals. Learn how the buying process for city governments can be simplified and how the playing field can be leveled to create more opportunities for small businesses.

### **Drones as First Responders**

Drone technology is increasingly becoming an integral part of a first responder's toolbox. Drones allow for safer research and rescue, identifying safe pathways of entry and exit for first responders, opening two-way communication between an officer and a suspect in barricaded and unsafe situations and increasing situational awareness. They also can deliver payloads like medical kits and NARCAN. This session will feature some of the ways that state and local agencies and communities can benefit from using drone technology, aligned with correct policies, in responding to a range of emergency situations.

### **Integrated Public Safety: Developing a Holistic Response**

Public safety is no longer the sole domain of police, fire and offices of emergency management. The challenges cities face — from homelessness to violent crime — can only be tackled by strategizing and collaborating across municipal agencies and by bringing diverse skills, data and interventions together in meaningful ways. At this session, participants will learn about innovative ways cities are breaking down silos between city departments and addressing their most difficult challenges in building safer and healthier communities. Practical advice from police, housing and technology leaders will show what's required to build and execute cross-departmental strategies, including how to engage stakeholders across your city and how data tools can drive collaboration.

### **Gaining Community Support for Crime-Solving Technology**

Cities across the country face a challenging equation: rising crime, particularly firearm violence, and increasingly understaffed police departments. Real-time crime centers and policing technologies like license plate readers and gunshot detection systems are proven to be effective force multipliers for both real-time emergency situations and investigations. But in order to see maximum benefits, the process of implementing these technologies must involve the community. In this session, law enforcement and city

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leaders who have successfully deployed crime-solving technology will walk through a framework emphasizing transparency, accountability and equity. Topics of discussion will include choosing technologies/technology vendors that reflect the community; bringing together residents, community groups, elected officials, law enforcement and other stakeholders to be a part of the conversation; using a data-driven approach to technology deployment; and maintaining open lines of communication between police and community residents.

### **Nine Non-Techie Things to Help Keep Your Municipality Safe**

City leaders can't afford to ignore cybersecurity risks. Even if your technology experience is limited, you need to be part of decision-making processes to protect municipal systems. This session will cover the three biggest leadership mistakes that can leave a city vulnerable to cybersecurity breaches, understanding big-picture implications and what successful leaders are doing to change their outcomes even when they don't understand anything about IT. Join this session for a plain-language discussion and walk away with a nine-step practical checklist that you can start applying immediately.

### **Generative AI: What Mayors and Managers Must Know**

Easy access to artificial intelligence and cloud technologies opens up new opportunities for city governance. This session will review the digital landscape and deliver clear, practical and responsible examples of how AI can be used to propel your daily operations and policies. Speakers will provide real-world examples and highlight how very simple tools can support your work. They also will share best practices that protect against unwelcome uses. Regardless of your familiarity with these technologies, you'll leave with new insights and actionable strategies tailored to the needs of your office and community.

### **Helping Cities with Google's Generative AI**

In this age of artificial intelligence, companies are inspired to think big while balancing the need to act responsibly. For Google Cloud, that means delivering innovative products, developing transformational uses for your city and continuing to build an open ecosystem for AI innovation. Our work is driven by a commitment to apply AI safely and responsibly—in how we develop our models, how we partner with customers to evaluate risk and how we help ensure you maintain full control of your data. This session is an opportunity to gain knowledge and ideas to help you map out AI plans for your community.

**Learn more at [citysummit.nlc.org](https://citysummit.nlc.org)**

### **The Role of Data and Analytics in Building Safer Communities**

Data-driven insights are critical for creating safer communities. This session will cover the latest technology to help cities solve safety challenges, including software solutions that can accelerate the pace of safety initiatives with predictive features. Participants also will learn how technology can be used to gauge progress on safety initiatives and provide required reporting for funding opportunities.

### **Helping the Advanced Air Mobility Industry Take Off**

Advanced Air Mobility (AAM) has the potential to make current transit networks more efficient by reducing carbon emissions, lowering congestion and adding transportation solutions to traditionally underserved communities. Learn about the AAM-driven benefits and what factors local leaders should consider to implement AAM safely and equitably. Speakers will address policies and measures that cities can take to spur investment and workforce development in AAM.

### **Electric Vehicles, Energy Companies, and Equitable Solutions**

More than 26 million electric vehicles are expected to be on U.S. roads by 2030. To meet anticipated demand to power those vehicles, and to ensure electric vehicles and their benefits are accessible to all, it is imperative for charging infrastructure to be strategically deployed in cities and counties of all sizes. This panel will discuss the partnerships necessary among energy companies, local governments and other key stakeholders to successfully align charging infrastructure build-out with equitable solutions.

### **Five Things Every City Leader Needs to Know About GIS**

GIS is engrained in local government operations and it delivers significant benefits for community life. Cities of all sizes use GIS to understand their challenges and improve the quality of life for residents. Like other technologies, GIS has undergone massive advancements, which cities can use to address equity, housing, transportation, public safety, economic development and more. This session will highlight five GIS application areas city leaders need to be aware of as they seek to execute more data-driven policy. You will leave this session with new ideas on how GIS can help you solve the challenges your community faces as well as questions to take back to your GIS staff.





## **Leveraging the Cloud to Elevate the Digital Resident Experience**

Digital government services are rapidly evolving, with cloud technology at the forefront. Cloud-based solutions not only provide seamless, integrated services but also significantly enhance the resident experience. How does the cloud facilitate this transformation, and what are its implications for your digital government services? Attend this session to better understand how your government can leverage cloud technology for staff and resident services.

**Learn more at [citysummit.nlc.org](https://citysummit.nlc.org)**

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## ITEM 4.10

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

**ITEM: APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL PUMPKIN MAZE EVENT AT DELL'OSSO FARMS**

**RECOMMENDATION: Adopt Resolution Approving Agreement to Provide Law Enforcement Services to Dell'OssO Farms, LLC. for the Annual Pumpkin Maze Event on September 30, 2023 through October 31, 2023**

---

#### **SUMMARY:**

Dell'OssO Farms (Dell'OssO) holds an annual Pumpkin Maze event during the month of October and has requested law enforcement services for their event security. Dell'OssO has requested a total of 308 sworn overtime hours for the duration of the event that will be held from September 30, 2023 through October 31, 2023. Additionally, Community Service Officers are being requested for traffic mitigation for a total of ten (10) hours.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the annual Pumpkin Maze event. Dell'OssO has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety during their events. The overtime cost for the Dell'OssO Pumpkin Maze event is \$35,165.92.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services to Dell'OssO Farms for the annual Pumpkin Maze event for the period of September 30, 2023 through October 31, 2023.

#### **BACKGROUND:**

Dell'OssO Farms holds an annual Pumpkin Maze event during the month of October that brings thousands of attendees from the City of Lathrop and the surrounding areas. The Lathrop Police Department provided law enforcement services last year, and Dell'OssO has again requested for LPD to provide law enforcement services for their event this year.

The Pumpkin Maze event is scheduled from September 30, 2023 through October 31, 2023. Dell'OssO has requested a total of 308 sworn overtime hours for the duration of the event. Additionally, Community Service Officers are being requested for traffic mitigation for a total of ten (10) hours. Police Officers will work from a schedule with (23) eight-hour shifts and (11) six-hour shifts for a total of 250 hours, and Sergeant(s) will work from a schedule with (5) eight-hour shifts and (3) six-hour

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR**  
**THE ANNUAL PUMPKIN MAZE EVENT AT DELL'OSSO FARMS**

shifts for a total of 58 hours. Officers working the event will do so outside of their regularly assigned work schedule.

Dell'Osso further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event.

**REASON FOR RECOMMENDATION:**

Due to the size and scope of the events, law enforcement services are required for the safety and security of the visitors for the annual Pumpkin Maze Event. LPD is able to provide the law enforcement services requested, and Dell'Osso has agreed to pay the overtime rate to cover the costs of sworn and non-sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for the annual Pumpkin Maze event.

**FISCAL IMPACT:**

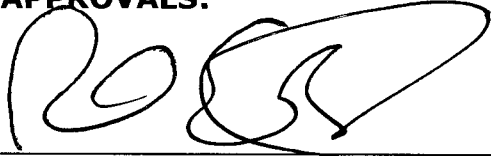
Overtime for the event is estimated at \$35,165.92. At the conclusion of the event, the City will invoice Dell'Osso for the cost of providing law enforcement services. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, Dell'Osso will be responsible for reimbursement of the actual hours worked and costs for mutual aid. There is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget.

**ATTACHMENTS:**

- A. Resolution Approving Agreement to Provide Law Enforcement Services to Dell'Osso Farms, LLC. for the Annual Pumpkin Maze event on September 30, 2023 through October 31, 2023
- B. Agreement with Dell'Osso Farms, LLC. to Provide Law Enforcement Services for the Pumpkin Maze event on September 30, 2023 through October 31, 2023

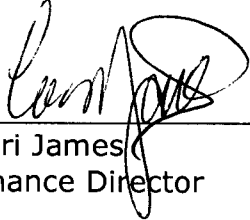
**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR**  
**THE ANNUAL PUMPKIN MAZE EVENT AT DELL'OSSO FARMS**

**APPROVALS:**



Raymond Bechler  
Chief of Police

8/29/23  
Date



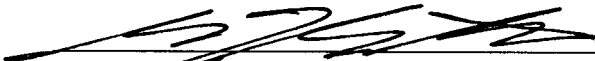
Cari James  
Finance Director

8/30/2023  
Date



Salvador Navarrete  
City Attorney

8-29-2023  
Date



Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL'OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023**

**WHEREAS**, Dell'Osso Farms, LLC. holds an annual Pumpkin Maze event during the month of October that attracts thousands of attendees from the City of Lathrop and the surrounding areas; and

**WHEREAS**, the Lathrop Police Department provided law enforcement services last year, and Dell'Osso has again requested for LPD to provide law enforcement services for their event this year; and

**WHEREAS**, the Pumpkin Maze event is scheduled from September 30, 2023 through October 31, 2023; and

**WHEREAS**, Dell'Osso has requested a total of 308 sworn overtime hours for the duration of the event. Additionally, Community Service Officers are being requested for traffic mitigation for a total of ten (10) hours; and

**WHEREAS**, Police Officers will work from a schedule with (23) eight-hour shifts and (11) six-hour shifts for a total of 250 hours, and Sergeant(s) will work from a schedule with (5) eight-hour shifts and (3) six-hour shifts for a total of 58 hours. Officers working the event will do so outside of their regularly assigned work schedule; and

**WHEREAS**, LPD is able to provide staffing for the requested overtime hours and Dell'Osso further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event; and

**WHEREAS**, the overtime cost for the Dell'Osso Pumpkin Maze event is \$35,165.92; and

**WHEREAS**, there is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Agreement to Provide Law Enforcement Services to Dell'Osso Farms, LLC. for the Annual Pumpkin Maze event on September 30, 2023 through October 31, 2023.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

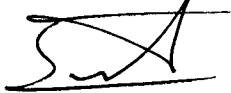
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CITY OF LATHROP**

**AGREEMENT TO PROVIDE DELL’OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023**

**THIS AGREEMENT** for law enforcement services to DELL’OSSO FARMS, LLC. for the PUMPKIN MAZE event (hereinafter “EVENT”), dated for convenience this \_\_\_\_\_ **day of September** is by and between **Dell’Osso Farms, LLC.**, a separate and distinct entity (hereinafter “DELL’OSSO FARMS”) and the **City of Lathrop**, a California municipal corporation (hereinafter “CITY”). The CITY and DELL’OSSO FARMS may be referred to herein as “Party” or collectively as “Parties”.

**RECITALS:**

**WHEREAS**, DELL’OSSO FARMS requests the CITY to provide law enforcement security services for its EVENT; and

**WHEREAS**, the CITY desires to accommodate DELL’OSSO FARMS request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate EVENT for the purposes of public safety; and

**WHEREAS**, any costs associated with work hours pursuant to this AGREEMENT wherein Officers or Sergeants worked at the EVENT shall be paid for by DELL’OSSO FARMS at the rate indicated in the estimated cost schedule below.

**NOW, THEREFORE**, in consideration of the recitals, covenants, terms, and conditions in this Agreement, DELL’OSSO FARMS and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CITY’s assigned police officers shall provide law enforcement security services to DELL’OSSO FARMS EVENT in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY’s employee and shall be subject to the CITY’s administration, supervision, and control.
- B. DELL’OSSO FARMS agrees to the estimated costs for law enforcement security provided by the Lathrop Police Department.
- C. The estimated costs is based on the understanding that CITY shall assign Police Officers and Sergeants to cover the EVENT on each requested day on a rotational basis. Community Service Officers will work on a as needed basis for traffic control. Police Officer(s) will work from a schedule with a total of 250 hours, Sergeant(s) will work from a schedule with a total of 58 hours, and Community Service Officer(s) will work as needed for an estimated total of 10 hours for traffic control. Attached is Exhibit “A” of the shifts and hours requested by DELL’OSSO FARMS.



CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL’OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

- D. The CITY shall be entitled to a reimbursement should circumstances arise requiring more hours/and or personnel and the estimated cost would be adjusted accordingly.
- E. DELL’OSSO FARMS shall be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. Additionally, closing hours in Exhibit “A” are estimates. If the EVENT closes early, officers may work less hours.
- F. DELL’OSSO FARMS agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those cost will be the responsibility of DELL’OSSO FARMS. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.

(2) **Compensation**

DELL’OSSO FARMS hereby agrees to the estimated cost for law enforcement services below:

	<b>Overtime Rate</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
<b>Police Officer</b>	\$108.56	250	\$27,140.00
<b>Sergeant</b>	\$127.94	58	\$7,420.52
<b>Community Service Officers</b>	\$60.54	10	\$605.40
<b><u>TOTALS</u></b>			<b><u>\$35,165.92</u></b>

CITY will invoice DELL’OSSO FARMS for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for the EVENT. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the estimated cost schedule above may vary.

(3) **Effective Date and Term**

The effective date of this Agreement shall be from the date of its full execution through **October 31, 2023**, unless terminated earlier by either party providing thirty (30) days’ written notice.

(4) **Employment of Officer(s) and Assignments**

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. DELL’OSSO FARMS shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement.

CITY shall assign Police Officers and Sergeants to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule with (23) eight-hour shifts and (11) six-hour shifts with a total of 250 hours, and Sergeant(s) will work from a schedule with (5) eight-hour shifts and (3) six-hour shifts with a total of 58 hours, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL’OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

(5) **Billings**

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services incurred and any additional resource costs incurred for the EVENT. DELL’OSSO FARMS shall remit payment to the CITY within thirty (30) days of receipt of invoice

(6) **Supplies & Equipment**

CITY shall provide each officer with the following equipment:

- A. **Police Vehicles: City shall,**
  - 1. Provide a standard patrol vehicle for each officer.
  - 2. Maintain the motor vehicles assigned to each officer.
  - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
  - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. **Weapons and Ammunition**
  - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. **Office Supplies**
  - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

(7) **Compliance With the Laws**

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

(8) **Insurance**

- A. DELL’OSSO FARMS shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. DELL’OSSO FARMS general liability policies shall be primary and shall not seek contribution from the CITY’s coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent) is also required.
- B. Any failure to comply with reporting provisions of the policies by DELL’OSSO FARMS shall not affect coverage provided the CITY.

CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL'OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

- C. Coverage shall state that DELL'OSSO FARMS insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Coverage shall contain a waiver of subrogation in favor of the CITY.

**(9) Indemnification**

- A. DELL'OSSO FARMS shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of DELL'OSSO FARMS or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- C. If DELL'OSSO FARMS rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, DELL'OSSO FARMS shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by DELL'OSSO FARMS.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

**(10) Integration of Prior Terms and Conditions**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be

CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL’OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this agreement.

**(11) Termination**

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving thirty (30) days’ written notice to the other party. Upon termination of this Agreement as herein provided, DELL’OSSO FARMS shall have no obligation to compensate or pay the CITY except for services provided prior to termination.

**(12) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

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

Copy to: City of Lathrop  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

To Dell’Osso Farms: DELL’OSSO FARMS, LLC.  
Attn: Susan Dell’Osso  
26 W. Stewart Rd.  
Lathrop, CA 95330

**(13) Miscellaneous**

- A. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- B. Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.

CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL'OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

- D. 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.
- E. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- F. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- G. Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- H. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- I. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- J. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- K. Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- L. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- N. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party

CITY OF LATHROP – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL’OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

**(14) 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 DELL’OSSO FARMS 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 – AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO DELL’OSSO FARMS, LLC. FOR THE ANNUAL PUMPKIN MAZE EVENT ON SEPTEMBER 30, 2023 THROUGH OCTOBER 31, 2023.

**In Witness Whereof**, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

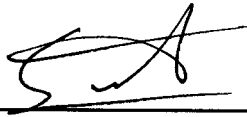
**City of Lathrop:**

**Dell’Osso Farms, LLC:**

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager

\_\_\_\_\_  
Susan Dell’Osso                                      Date

**Approved as to Form:**

  
\_\_\_\_\_  
Salvador Navarrete                      8.29.2023  
City Attorney                                      Date

**Attest:**

\_\_\_\_\_  
Teresa Vargas                                      Date  
City Clerk

## 2023 CORN MAZE STAFFING SCHEDULE September 30, 2023 through October 31, 2023

DATE		SHIFT	ASSIGNED STAFF			Dep Hrs	Sgt. Hrs
			Officer	Sgt.	NAME		
30-Sep	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
1-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
6-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
7-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
8-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
13-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1	1	Sergeant & Officer	6	6
14-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1	1	Sergeant & Officer	8	8
15-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1	1	Sergeant & Officer	8	8
20-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1	1	Sergeant & Officer	6	6
21-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1	1	Sergeant & Officer	8	8
22-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1	1	Sergeant & Officer	8	8
27-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1	1	Sergeant & Officer	6	6
28-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1	1	Sergeant & Officer	8	8
29-Oct	Sunday	None					
<b>Total Sworn Hours</b>						<b>250</b>	<b>58</b>
Non-Sworn Hours							
Traffic Control		As needed	2		Community Service Officers (CSO)	10	
<b>Total Non-Sworn Hours</b>						<b>10</b>	



## ITEM 4.11

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

**ITEM: APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

**RECOMMENDATION: Adopt Resolution Approving Agreement to Provide Law Enforcement Services to The American Heart Association for the 209 Heart & Stroke Walk Event on October 7, 2023**

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#### **SUMMARY:**

The American Heart Association (AHA) is hosting the 209 Heart & Stroke Walk event in the City of Lathrop on October 7, 2023. This is a regional event that will attract thousands of visitors into Lathrop. Due to the size and scope of the event, law enforcement services are being requested to ensure the safety and security of event participants. The 209 Heart & Stroke Walk is a one-day event from 8:00AM to 11:00AM. The total hours requested by the AHA is sixteen (16) hours.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the 209 Heart & Stroke Walk. The AHA has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety during the event. The overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services to the American Heart Association for the 209 Heart & Stroke Walk Event on October 7, 2023.

#### **BACKGROUND:**

The American Heart Association is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke. The AHA is hosting their 209 Heart & Stroke Walk event on Saturday, October 7, 2023 at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. In previous years, two (2) Heart & Stroke Walk events were hosted on different days in the Cities of Modesto and Stockton. This is the first year that the event will be combined and will take place in the City of Lathrop. This regional event will attract thousands of visitors to Lathrop. Event organizers estimates between 1,500 - 2,000 attendees for the October 7, 2023 event.

The 209 Heart & Stroke Walk event will begin at 8:00AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR**  
**THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

Due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are being requested to ensure the safety and security of event participants. The 209 Heart & Stroke Walk event is from 8:00AM to 11:00AM, and a total of four (4) officers are being requested to be present for the event. The total hours requested by the American Heart Association is sixteen (16) hours.

The AHA further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event.

**REASON FOR RECOMMENDATION:**

Due to the size and scope of the events, law enforcement services are required for the safety and security of the visitors and participants for the 209 Heart & Stroke Walk event. LPD is able to provide the law enforcement services requested, and the AHA has agreed to pay the overtime rate to cover the costs of sworn and non-sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for the 209 Heart & Stroke Walk event.

**FISCAL IMPACT:**

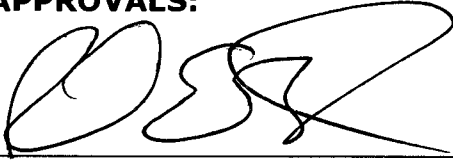
Overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96. At the conclusion of the events, the City will invoice the AHA for the cost of providing law enforcement services. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, the AHA will be responsible for reimbursement of the actual hours worked and costs for mutual aid. There is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget.

**ATTACHMENTS:**

- A. Resolution Approving Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on October 7, 2023
- B. Agreement with the American Heart Association to Provide Law Enforcement Services for the 209 Heart & Stroke Walk event on October 7, 2023

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR**  
**THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

**APPROVALS:**



Raymond Bechier  
Chief of Police

8/29/23

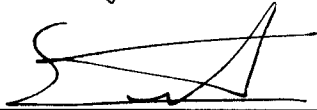
Date



Cari James  
Finance Director

8/30/2023

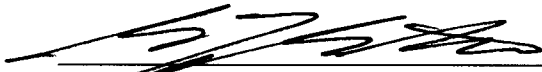
Date



Salvador Navarrete  
City Attorney

8.29.2023

Date



Stephen J. Salvatore  
City Manager

9.1.23

Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO THE AMERICAN HEART ASSOCIATION FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023**

**WHEREAS**, the American Heart Association (AHA) is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke; and

**WHEREAS**, the AHA is hosting their 209 Heart & Stroke Walk event on Saturday, October 7, 2023 at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. This regional event will attract thousands of visitors to Lathrop and event organizers estimates between 1,500 – 2,000 attendees; and

**WHEREAS**, the 209 Heart & Stroke Walk event will be from at 8:00AM to 11:00AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas; and

**WHEREAS**, due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are being requested to ensure the safety and security of event participants. A total of four (4) officers are being requested to be present for the event. The total hours requested by the American Heart Association is sixteen (16) hours; and

**WHEREAS**, LPD is able to provide staffing for the requested overtime hours and the AHA further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event; and

**WHEREAS**, the overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96; and

**WHEREAS**, there is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on October 7, 2023.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

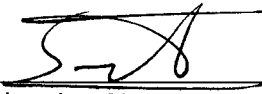
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CITY OF LATHROP**

**AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023**

**THIS AGREEMENT** for law enforcement services to the AMERICAN HEART ASSOCIATION for the 209 HEART & STROKE WALK event (hereinafter “EVENT”), dated for convenience this \_\_\_\_ day of **September 2023** is by and between the **AMERICAN HEART ASSOCIATION**, a nonprofit organization (hereinafter “AHA”) and the **City of Lathrop**, a California municipal corporation (hereinafter “CITY”). The CITY and the AMERICAN HEART ASSOCIATION may be referred to herein as “Party” or collectively as “Parties”.

**RECITALS:**

**WHEREAS**, AHA requests the CITY to provide law enforcement security services for the EVENT; and

**WHEREAS**, the CITY desires to accommodate AHA’s request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate the EVENT for the purposes of public safety; and

**WHEREAS**, costs for Officer work hours shall be paid by the AHA at the rate indicated in the estimated cost schedule below.

**NOW, THEREFORE**, in consideration of the recitals, covenants, terms, and conditions in this Agreement, AHA and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CITY’s assigned police officers shall provide law enforcement security services to AHA’s 209 HEART & STROKE WALK EVENT located at 1051 River Islands Parkway, Lathrop, CA 95330 in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY’s employee and shall be subject to the CITY’s administration, supervision, and control.
- B. AHA agrees to pay the costs for law enforcement services provided by the Lathrop Police Department at the hourly rate listed in Section 2 below.
- C. The initially estimated total cost is based on the number of hours that CITY intends to assign Police Officers to cover the EVENT. Police Officer(s) will work from a schedule with a total of 16 hours for the duration of the EVENT as detailed in Section 2 Compensation below.
- D. AHA agrees to pay a deposit equal to the initially estimated total cost as detailed in Section 2 below.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

- E. The CITY shall be entitled to reimbursement should circumstances arise requiring more hours/and or personnel and the estimated additional cost will be billed to AHA accordingly.
- F. AHA be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. If the EVENT closes early, officers may work less hours.
- G. AHA agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those cost will be the responsibility of AHA. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.

**(2) Compensation**

AHA hereby agrees to pay all initial deposit of initial estimated total cost for law enforcement services as detailed in the schedule below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
10/7/2023	4	8AM – 12PM (4 hours)	16 Hours	\$108.56	\$1,736.96
<b>Total Estimated Cost</b>					<b>\$1,736.96</b>

After the EVENT, CITY will invoice the AHA for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for EVENT and apply the initial deposit as a credit. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the initial estimated total cost schedule above may vary.

**(3) Effective Date and Term**

The effective date of this Agreement shall be from the date of its full execution through **October 8, 2023**, unless terminated earlier by either party providing a minimum of seven (7) days’ written notice.

**(4) Employment of Officer(s) and Assignments**

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. AHA shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement.

CITY shall assign Police Officers to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule as detailed in Section 2 Compensation of the Agreement, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

**(5) Billings**

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

incurred and any additional resource costs incurred for the EVENT. AHA shall remit payment to the CITY within thirty (30) days of receipt of invoice.

**(6) Supplies & Equipment**

CITY shall provide each officer with the following equipment:

- A. Police Vehicles: City shall,
  - 1. Provide a standard patrol vehicle for each officer.
  - 2. Maintain the motor vehicles assigned to each officer.
  - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
  - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. Weapons and Ammunition
  - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. Office Supplies
  - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

**(7) Compliance With the Laws**

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

**(8) Insurance**

- A. AHA shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. AHA's general liability policies shall be primary and shall not seek contribution from the CITY's coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- B. Any failure to comply with reporting provisions of the policies by AHA shall not affect coverage provided the CITY.
- C. Coverage shall state that AHA insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Coverage shall contain a waiver of subrogation in favor of the CITY.



CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

(9) **Indemnification**

- A. AHA shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of AHA or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- C. If AHA rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, AHA shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by AHA.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

(10) **Integration of Prior Terms and Conditions**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this agreement.

(11) **Termination**

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving a

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

minimum of seven (7) days' written notice to the other party. Upon termination of this Agreement as herein provided, AHA shall have no obligation to compensate or pay the CITY except for services provided prior to termination.

**(12) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

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

Copy to: City of Lathrop  
Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

To AHA: American Heart Association  
Attn: Donna Duldulao  
2007 O St.  
Sacramento, CA 95811

**(13) Miscellaneous**

- A. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- B. Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. 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.
- E. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- F. Headings. The paragraph headings are not a part of this Agreement and shall have no effect

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

upon the construction or interpretation of any part of this Agreement.

- G. Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- H. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- I. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- J. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- K. Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- L. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- N. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party

**(14) 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 AHA 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 – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

**In Witness Whereof**, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

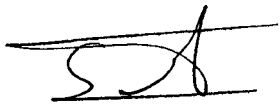
**City of Lathrop:**

**American Heart Association.:**

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager

\_\_\_\_\_  
Donna Duldulao                      Date  
Event Planning Director

**Approved as to Form:**

                      8.29.2023  
\_\_\_\_\_  
Salvador Navarrete                      Date  
City Attorney

**Attest:**

\_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

## ITEM 4.12

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

**ITEM: APPROVAL OF OUT-OF-STATE TRAVEL FOR THE LATHROP POLICE DEPARTMENT RECORDS SUPERVISOR TO ATTEND THE RIMSCON CONFERENCE IN OCTOBER 2023**

**RECOMMENDATION: Adopt Resolution Approving Out-of-State Travel for the Lathrop Police Department Records Supervisor to Attend the RIMSCON 2023 Conference in South Lake Tahoe, Nevada from October 9, 2023 to October 13, 2023**

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#### **SUMMARY:**

The City of Lathrop Police Department (LPD) utilizes RIMS by Sun Ridge Systems (RIMS) as the police department's Computer Aided Dispatch (CAD) software. The system assists with dispatching officers and non-sworn personnel to calls for service.

Participation in the RIMSCON 2023 Conference will provide training to our Records Supervisor for any system updates and changes, to be more proficient in RIMS, learn different shortcuts, receive answers from the subject matter experts, and to be able to train staff on how to navigate the system efficiently.

The cost for one staff member to attend the RIMSCON 2023 Conference is \$2,800. There is sufficient funds in the adopted FY 23-24 budget to cover the cost of the training. Staff recommends City Council approve the out-of-state travel for the Lathrop Police Department Records Supervisor to attend RIMSCON 2023 Conference in South Lake Tahoe, Nevada from October 9, 2023 to October 13, 2023.

#### **BACKGROUND:**

The City of Lathrop Police Department utilizes RIMS by Sun Ridge Systems as the police department's Computer Aided Dispatch (CAD) software. RIMS assists with dispatching officers and non-sworn personnel to calls for service, to prioritize and record incident calls, and to identify status and locations of responders out in the field.

Other features in RIMS include the ability for LPD staff to create and submit case and accident reports, store all agency subpoenas, citations, and offender information, electronically transfer mandated data to the Department of Justice, and interface with the California Law Enforcement Telecommunications Systems (CLETS). The interface with CLETS permits staff to verify driver's license statuses, vehicle statuses, probation, warrants, parole information, and other pertinent information that LPD staff and officers may need immediate access to. Due to the complexity of the

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
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**DEPARTMENT RECORDS SUPERVISOR TO ATTEND THE RIMSCON**  
**CONFERENCE IN OCTOBER 2023**

software and the different agencies that are connected to the CAD system, updates and changes to the software are essential.

The Records Supervisor serves as the administrator for the RIMS software. It is crucial for the Records Supervisor to acquire proficiency in the various features and functions of RIMS, enabling them to effectively train staff to navigate the system efficiently. Attending the RIMSCON 2023 Conference will provide valuable training on the software updates and modifications scheduled throughout the next year and offers networking opportunities that connect LPD with other professionals and experts in the field. Networking allows LPD to create and foster valuable relationships and resources. During the conference, the Records Supervisor will have the opportunity to provide feedback on software issues experienced by LPD and what can be improved, work with their peers and subject matter experts to find resolutions, and to find out what changes or updates may be coming.

**REASON FOR RECOMMENDATION:**

RIMSCON 2023 Conference will provide the training the Records Supervisor needs to acquire proficiency in the various features and functions of RIMS, enabling them to effectively train staff in navigating the system efficiently. Staff requests that the City Council adopt resolution approving the out-of-state travel for the Lathrop Police Department Records Supervisor to attend the RIMSCON 2023 Conference being held in South Lake Tahoe, Nevada from October 9, 2023 to October 13, 2023.

**FISCAL IMPACT:**

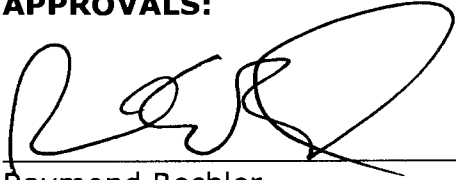
The cost for the Records Supervisor to attend the RIMSCON 2023 Conference is \$2,800. There are sufficient funds in the adopted FY 23-24 Budget.

**ATTACHMENTS:**

- A. Resolution Approving Out-of-State Travel for the Lathrop Police Department Records Supervisor to Attend the RIMSCON 2023 Conference in South Lake Tahoe, Nevada from October 9, 2023 to October 13, 2023
- B. RIMSCON 2023 Conference Schedule

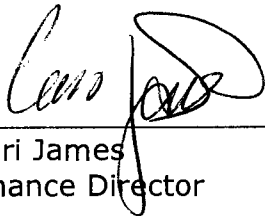
**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
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**DEPARTMENT RECORDS SUPERVISOR TO ATTEND THE RIMSCON**  
**CONFERENCE IN OCTOBER 2023**

**APPROVALS:**



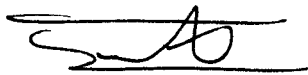
Raymond Bechler  
Chief of Police

8/23/23  
Date



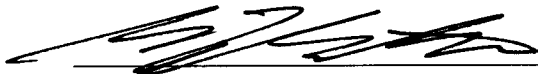
Cari James  
Finance Director

8/30/2023  
Date



Salvador Navarrete  
City Attorney

8-24-2023  
Date



Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OUT-OF-STATE TRAVEL FOR THE LATHROP POLICE DEPARTMENT RECORDS SUPERVISOR TO ATTEND THE RIMSCON 2023 CONFERENCE IN SOUTH LAKE TAHOE, NEVADA FROM OCTOBER 9, 2023 TO OCTOBER 13, 2023**

**WHEREAS**, the City of Lathrop Police Department (LPD) utilizes RIMS by Sun Ridge Systems (RIMS) as the police department's Computer Aided Dispatch (CAD) software; and

**WHEREAS**, RIMS assists with dispatching officers and non-sworn personnel to calls for service, to prioritize and record incident calls, and to identify status and locations of responders out in the field; and

**WHEREAS**, other features of RIMS include the ability for LPD staff to create and submit case and accident reports, store all agency subpoenas, citations, and offender information, electronically transfer mandated data to the Department of Justice, and interface with the California Law Enforcement Telecommunications Systems (CLETS); and

**WHEREAS**, the Records Supervisor serves as the administrator for LPD's RIMS software, and it is crucial for the Records Supervisor to acquire proficiency in the various features and functions of RIMS, enabling them to effectively train staff to navigate the system efficiently; and

**WHEREAS**, attending the RIMSCON 2023 Conference will provide valuable training on the software updates and modifications throughout the year and offers networking opportunities that connect our department with other professionals and experts in the field; and

**WHEREAS**, during the conference, the Records Supervisor will have the opportunity to provide feedback on software issues experienced by LPD and what can be improved, work with their peers and the subject matter experts to find resolutions, and to find out what changes or updates may be coming; and

**WHEREAS**, the cost for the Records Supervisor to attend the RIMSCON 2023 Conference is \$2,800. There are sufficient funds in the adopted FY 23-24 Budget.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the out-of-state travel for the Lathrop Police Department Records Supervisor to attend the RIMSCON 2023 Conference in South Lake Tahoe, Nevada from October 9, 2023 through October 13, 2023.



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, 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

# Attachment B

## RIMSCON 2023 26<sup>th</sup> Annual Users Conference

### MONDAY, OCTOBER 9<sup>th</sup> – SESSION AGENDA

0730		Registration Desk Opens		
TIME	ROOM	SESSION	SESSION DESCRIPTION	INSTRUCTOR/S
0800 - 0845	Glenbrook / Emerald	Case Investigations and Follow-up	Intended Audience: Investigations, Patrol Deputies / Officers  This class covers tools that assist investigators in RIMS. This includes Case and Officer Investigation Log, Follow Up Log, Searches, Audit Trails, Case searches and Person history searches. New features to RIMS 30 are discussed.	Bryan
0800 - 0845	Tahoe C/D	Installing and Managing iRIMS App	Intended Audience: RIMS System Administrators and IT  Learn how to Manage iRIMS 6, from configuring a new device to managing existing ones. Multi-factor authentication, mobile device management, and getting approval for State/NCIC/NLETS access will be discussed.	Sean/Nick/Christian/Chris/Lynette
0800 - 0845	Sand Harbor 1	Crime Analysis - RIMSMap using Google	Intended Audience: RIMS User, Crime Analysis.  Training will cover using RIMSMap with Google Mapping. Training will include creating pin maps, searching an area of the map to find RIMS data, creating heat maps, using Mobile GPS data, and creating geofences for Mobiles.	Charles
0800 - 0945	Tahoe A/B	Monitoring your SQL Database	Intended Audience: IT Professionals & Agency Personnel tasked with performing IT duties and after-hours IT issues.  An introduction to the tools provided by Microsoft to perform these duties. We will explore using SQL Profiler, query store, extended events, and other reports. We will also discuss indexing jobs that can be set up on your system.	Bob/Sara
0800 - 0945	Sand Harbor 2	CIBRS Report Writing	Intended Audience: RIMS Users – Records, Officers/Deputies, Supervisors.  A report writing refresher session including discussion on the required CIBRS fields and what they mean. Learn to avoid some of the most common pitfalls or errors.	Ruby/Jenn/Linda

0800 - 0945	Sand Harbor 3	What's New in V30? Session #1	Intended Audience: RIMS Users Come to this class to learn the new features that were released in V30 of RIMS.  This class will cover selected enhancements, training on the new functionality, and discussion as to how to enable and setup some of these features to best benefit your Agency.	Juleann
0900 - 0945	Sand Harbor 1	RIMSMap - Setting up KML and GeoJSON Layers for Google Maps	Intended Audience: Advanced IT, GIS Professionals.  In this technical class, we will discuss agency layer options utilizing KML and GeoJSON layers in Google Maps and how RIMSMap, Mobile RIMS, and iRIMS use them.	John/Sean/Nick
0900 - 0945	Tahoe C/D	IT/RIMS Support Q&A /Open Forum	Intended Audience: IT Professionals  Bring your questions and concerns to this class and discuss challenges and ideas openly. Also covered: Where does IT Support end and RIMS Support begin? Where can IT professionals find resources needed for upgrading, updating, and maintaining the RIMS system at the agency level? What are the top 5 trouble tickets sent to RIMS Support that could have been handled at the agency level?	Colleen/Lynette/Charles
1000 - 1045	Glenbrook / Emerald	Server Moves/Upgrades for IT	Intended Audience: Users wanting to do their server migrations.  This class will cover what is needed to complete a successful server migration. It will cover migrating the application and SQL servers	Lynette/Charles/Bob/Sara
1000 - 1045	Sand Harbor 1	CAD for Non-Dispatchers	Intended Audience: RIMS Users who are not Dispatchers  Learn how to enter calls-for-service and other dispatching functions for non-dispatchers. This class will also include how to retrieve information for statistical purposes and other CAD related reports.	Betsy
1000 - 1045	Tahoe C/D	CitRIMS Configuration	Intended Audience: RIMS Administrators.  Learn how to configure Citizen RIMS for the first time and get a refresher on how to configure Citizen RIMS. Learn what triggers data to get automatically uploaded to the public Citizens portal.	Christian/Sean

1000 - 1045	Tahoe A/B	Asset Management	Intended Audience: RIMS Users Tracking assets made easy. Is your agency still tracking your department's equipment on paper? If so, come to this class to see how RIMS Asset Management can help you track these items from the day of purchase to the day of disposal.	Michelle
1000 - 1145	Sand Harbor 2	NIBRS Report Writing	Intended Audience: RIMS end users – Records, Officers/Deputies, Supervisors This course will highlight the five main areas NIBRS relates to report writing. The course will also address common errors and how to use RIMS Reports when compiling NIBRS monthly reports for submission.	Ruby/Bryan
1000 - 1145	Sand Harbor 3	Maintaining your Street File/Premise File	Intended Audience: RIMS System Administrators An in-depth review of how to maintain your Street Geo File, and Premise File. Discussion will include features available within the Premise File and how to utilize them within RIMS and RIMSMap.	Jenn
1100 - 1145	Tahoe A/B	Troubleshooting for non-IT Admins	Intended Audience: RIMS System Administrators This class will be broken down into three (15) minute mini training topics consisting of the following: (1) Effectively identifying software problems and what you should do BEFORE you reach out to support. (2) How to and the importance of updating RIMS Form Manager forms – even if your agency does not use them. (3) Troubleshooting User and Workstation Security issues.	Colleen/Charles
1100 - 1145	Glenbrook / Emerald	iRIMS 6 for Fire - What's New & Wish List	Intended Audience: iRIMS Fire Users Learn all about what iRIMS 6 Fire can do, along with tips and tricks. Focuses on Dispatch/CAD/Mapping and Limited Records viewing. It will also contain a Fire-only Wishlist session where Fire can request fire-specific enhancements.	Sean/Nick/Chris/Michelle
1100 - 1145	Sand Harbor 1	RIMS Reports Session #1	Intended Audience: Crime Analyst, Command Staff, Line Supervisors, anyone tasked with gathering statistics An in-depth look at the predefined reports in RIMS Reports. We will also discuss the differences between RIMS Reports statistics and how that can vary from a RIMS search.	Betsy

1100 - 1145	Tahoe C/D	System Admin -Non IT- keeping RIMS up to date Session #1	Intended Audience: RIMS Systems Administrators  Learn what your system administrators need to know: Data Validation, Configuration, Agency Files, updating RIMS, checking security for users and workstations, and more.	Juleann
1200 - 1300 Lunch on Your Own				
1300 - 1345	Glenbrook / Emerald	Fire CAD – Unit Recommendation, GPS & CAD Configuration	Intended Audience: RIMS Fire Users  This course discusses the options available to Fire/EMS agencies and their communications centers using RIMS. Topics include: Fire/EMS CAD feature overview, Unit Recommendation, Station Cards, Incident Configuration, AVL (Automated Vehicle Location), and Fire CAD Options.	Michelle
1300 - 1345	Tahoe C/D	Introduction to RIMS Learning Management System	Intended Audience: All Users  The RIMS eLearning Management System is designed to provide RIMS users with independent, online, 24/7 instruction in a variety of RIMS applications and features. This course will discuss how the LMS functions including registration, course enrollment, course completion, training records, and user dashboards.	Bryan
1300 - 1345	Sand Harbor 1	Law CAD – Unit Recommendation & CAD Configuration	Intended Audience: RIMS Users  This course discusses the options available to Law agencies and their communications centers using RIMS. Topics include Law CAD feature overview, Unit Recommendation, Geo File, Police Plans and Beats, Response Types, Incident Type Configuration, Premise Locations, and CAD Options.	Juleann
1300 - 1445	Tahoe A/B	Mobile Computer Controller and Client Configuration	Intended Audience: Users responsible for the support and configuration of Mobiles RIMS.  This class will cover the configuration options in the MCC and how a user can customize Mobile RIMS in their vehicle. We will also discuss Mobile Mapping, two-factor authentication, and driver license scanners.	Lynette/Colleen/Charles
1300 - 1445	Sand Harbor 2	iRIMS 6 - for Law	Intended Audience: iRIMS Law Users /Trainers  Learn all about what iRIMS 6 Law can do and tips and	Sean/Betsy/Nick/Chris

				tricks. Focuses on Dispatch/CAD and Records query and updating.	
1400 - 1445	Sand Harbor 1	Security Set-Up and Maintenance		Intended Audience: RIMS Systems Administrators  Is RIMS Security still a bit of a mystery to your Agency? We will review the requirements and elements that contribute to a full security profile in RIMS.	Juleann
1400 - 1445	Glenbrook / Emerald	Fire Open Forum and Wish List		Intended Audience: RIMS Fire Users  This session is designed to interact with other Fire CAD / Mobile users and bring up items of interest with the SRS staff members for possible future development.	Michelle/John
1400 - 1445	Sand Harbor 3	Creating and Maintaining Person and Vehicle Records		Intended Audience: RIMS Users  Creating Person and Vehicle records, keeping them clean, learn what each field is used for.	Ruby/Jenn
1400 - 1445	Tahoe C/D	RIMS Database Structure for External Reporting		Intended Audience: The people who will provide database access to "report writers". I.E. People who use products like Business Objects to write their reports would come to these people about 'where the data is kept.'  Where to find the XML documents that provide an interactive WEB-based view of the structure of the RIMS database. Also, discuss RIMS SQL functions that can be called with your SQL queries.	Bob/Sara
1500 - 1645	Sand Harbor 1	Search - Beginner to Advanced Session #1		Intended Audience: RIMS Users, Crime Analysts, and Command Staff  This class will teach you how to best utilize RIMS Reports and RIMS Search for statistical purposes and data mining. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.	Juleann

1500 - 1645	Sand Harbor 2	Stop Data Discussion and Wish List	Intended Audience: RIMS user, Dispatch, Records, Patrol.  This class will discuss upcoming California regulation changes for 2024 and what that will look like in RIMS, iRIMS, and Mobile RIMS. Bring your wish list so we can vote on them! We will also look at public reporting available in Citizen RIMS!	John/Charles/Sean/Dave/Nick/Chris/Christian
1500 - 1645	Sand Harbor 3	Surviving and Thriving in Chaos	Intended Audience: Anyone  This course is specifically designed with the public safety professional in mind. Surviving and Thriving in Chaos identifies the stressors associated with law enforcement and public safety work in today's dangerous and dynamic environment and how to emotionally survive them.	Bryan
1500 - 1645	Tahoe C/D	NCIC/CLETS/RIMS Form Manager	Intended Audience: RIMS Systems Administrators and RIMS Users accessing state databases  Learn how to run and use powerful features in RIMS to easily read and manage responses. Learn many features including cloning screens, keyboard shortcuts, doing electronic review, saving responses as a PDF to a case and many more. You will also learn how to use RIMS Form Manager to its full capability.	Jenn/Colleen
1600 - 1645	Tahoe A/B	CAD Custom Screen Configuration	Intended Audience: RIMS CAD Users  Do you want to customize RIMS but setting up your screen in custom configuration seems a little daunting? This class will show you how to customize the look of your screen as well as create new Status & Incident displays.	Ruby/Michelle

**RIMSCON 2023  
26<sup>th</sup> Annual Users Conference**

**TUESDAY, OCTOBER 10<sup>th</sup> – SESSION AGENDA**

0730		Registration Desk Opens		
	<b>TIME</b>	<b>ROOM</b>	<b>SESSION</b>	<b>SESSION DESCRIPTION</b>
0800 - 0845	Tahoe A/B	FBI CJIS Policy Updates	<p>Intended Audience: RIMS User, Dispatch, Records, Patrol.</p> <p>This new class will review recent FBI CJIS Policy changes and how RIMS is adapting to these changes. We will discuss user ID and Passwords, mobile device management, securing your SQL backups, multi-factor authentication with YubiKeys or an authenticator, and ending fingerprint reader and SMS support.</p>	John/Sean/Nick/Dave/Bob/Sara
0800 - 0845	Sand Harbor 3	Tips & Tricks - Getting the Most out of RIMS	<p>Intended Audience: RIMS User, Dispatch, Records, Patrol.</p> <p>This course is designed to provide users with tips and tricks to get the most out of RIMS. We will dive into fast and effective ways to search and obtain information from RIMS and additional tips and tricks to get the most out of RIMS.</p>	Charles



0800 - 0945	Glenbrook/Emerald	InCustody - Tips Tricks and Best Practices	<p>Intended Audience: InCustody and InCustody Lite Users and System Administrators. Agencies should try sending key personnel such as booking clerks, jail staff who need to write incident reports, supervisors, and system administrators to this class.</p> <p>This class will be divided into three (30) minute training topics and will end with a 15-minute question and answers portion. We will begin with a back-to-basics approach to InCustody. During the first 30 minutes, we will cover the initial booking process, schedule a booking, discuss and demonstrate the parent/child booking and how it should be used, and then discuss and demonstrate basic search functions within InCustody. During the next (30) minutes, we will review the process for completing an incident report, review your incident reports, and conclude this section with the approval process. We will conclude our 30-minute discussions with an overview of key reports and provide instructions to assist agencies in customizing their InCustody application to best suit their needs. For example, before an agency can run a report, its system must have all the key components in place, and users need to know what data sets need to be completed for the agency to produce those reports. Finally, we will end our time with any questions or concerns you want to share with the group.</p>	Linda/Colleen/Michelle
0800 - 0945	Tahoe C/D	Products and Interfaces - See What We Offer & QA	<p>Intended Audience: All Users</p> <p>Okay, yes, this is our only Sales Presentation and yes, it's a free class. Come learn the variety of products and interfaces that Sun Ridge Systems offers. There are even features that you may not have enabled that you can use for no cost!</p>	Bryan/Betsy
0800 - 0945	Sand Harbor 2	What's New in V30? Session #2	<p>Intended Audience: RIMS Users</p> <p>Come to this class to learn the new features that were released in V30 of RIMS. This class will cover selected enhancements, training on the new functionality, and discussion as to how to enable and setup some of these features to best benefit your Agency.</p>	Juleann

0900 - 0945	Sand Harbor 1	RIMSMap What's New & Wish List	Intended Audience: RIMS User, Crime Analysis. Come see what is new in RIMSMap and bring your wish list so we can vote on them!	John/Charles
0900 - 1045	Tahoe A/B	TIMS Training	Intended Audience: Agency Training Managers and TIMS An in-depth look at the newest version of TIMS to include New STC setup and compliance tracking, how to assign classes, create and track K9 training, UAS training, and Policy training.	Daniel/Jenn
0900 - 1045	Sand Harbor 3	iRIMS/Mobiles What's New & Wish List	Intended Audience: iRIMS Users, Mobiles Users See what's new in iRIMS and Mobiles for law. It will also contain a Wishlist session for iRIMS and Mobiles.	Sean/Dave/Chris/Nick
1000 - 1045	Tahoe C/D	Database Backups and Cleaning out old Databases / Trace Files	Intended Audience: IT Professionals and Agency Personnel tasked with creating, maintaining, and restoring backups and are called upon following a system disaster. Presentation of Microsoft's tools for backing up databases efficiently. Encryption and testing your backups will be covered. Also, we will discuss cleaning up server-based application trace files.	Bob/Sara/Lynette
1000 - 1045	Sand Harbor 2	RIMS Reports Session #2	Intended Audience: Crime Analyst, Command Staff, Line Supervisors, anyone tasked with gathering statistics An in-depth look at the predefined reports in RIMS Reports. We will also discuss the differences between RIMS Reports statistics and how that can vary from a RIMS search.	Betsy
1000 - 1145	Glenbrook/Emerald	InCustody - Wish List and What's New	Intended Audience: All InCustody and InCustody Lite Users and System Administrators This class will review the major features of InCustody 19 and any new enhancements since the official release. InCustody 20 and its new enhancements will be demonstrated, followed by discussion items involving a group discussion and decision. Finally, the Wish List items from this year's Conference Web site will be reviewed for clarification, and any new wishes may be added.	Linda/Colleen/Michelle

1000 - 1145	Sand Harbor 1	Search - Beginner to Advanced Session #2	Intended Audience: RIMS Users, Crime Analysts, and Command Staff  This class will teach you how to best utilize RIMS Reports and RIMS Search for statistical purposes and data mining. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.	Juleann
1100 - 1145	Tahoe A/B	TIMS Wish List	Intended Audience: All TIMS Users and Training Managers  A review of the new features of TIMS, followed by a discussion of wishes for the next version.	Daniel/Jenn
1100 - 1145	Tahoe C/D	Setting up RIMS Applications on New PCs / Terminal Server	Intended Audience: Users needing to set up or replace workstations for their agency.  This class will cover some configurations needed for RIMS modules besides just running the installer. We will also discuss how to use InstallShield's silent installer.	Lynette/Charles
<b>1200 - 1300</b>				
<b>Lunch on Your Own</b>				
1300 - 1445	Sand Harbor 3	Citizen RIMS Wish List	Intended Audience: Current Citizen RIMS Users.  Learn What's New in Citizen RIMS, followed by a Wishlist session.	Christian/Sean
1300 - 1445	Tahoe C/D	Administering Server Apps, Services, RICO, and more	Intended Audience: Users responsible for maintaining RIMS server applications.  This class will cover configuring and maintaining RIMS server applications.	Lynette/Bob/Chris/Dave
1300 - 1445	Tahoe A/B	PropRoom Training	Intended Audience: Property Room Users  An in-depth look at Property Room. Training will cover utilizing the PropRoom scanner and the new features in Version 17.	Charles/Michelle
1300 - 1445	Sand Harbor 1	IBRS - Frequent Errors Explained	Intended Audience: RIMS Users – Records, Officers/Deputies, Supervisors  During this class, we will go over some of the frequently asked questions for CIBRS/NIBRS scenarios and errors on RIMS Case entry and RIMS Reports.	Ruby/Colleen/Linda

1300 - 1445	Sand Harbor 2	Making the Most of CAD Incidents	Intended Audience: Current RIMS CAD Users If you are a dispatcher, you won't want to miss this class. We will cover the various advanced features of CAD Incidents including associated PDF documents to an Incident Type, Incident Type Questions, Scheduled Incidents, House Watches, Lock Down Notifications, Media Bulletins and more!	Jenn
1315 - 1615	Glenbrook/Emerald	Getting to Know RIMS and More!	Intended Audience: New Attendees and Guest Agencies This session is designed for newer attendees who do not yet have RIMS installed/trained or are considering the purchase of RIMS. The class will include an informal demonstration of RIMS and related products and interfaces, along with a Question-and-Answer portion. All attendees are welcome!	Betsy/Bryan
1500 - 1545	Tahoe C/D	System Admin – Non IT-keeping RIMS up to date Session #2	Intended Audience: RIMS Systems Administrators Learn what your system administrators need to know: Data Validation, Configuration, Agency Files, updating RIMS, checking security for users and workstations, and more.	Juleann
1500 - 1545	Sand Harbor 1	Mobile RIMS and Officer Field Reporting Refresher Training	Intended Audience: Mobiles Users A review of the most popular features in Mobile RIMS along with the latest in Officer Field Reporting.	Jenn/Lynette
1500 - 1645	Tahoe A/B	PropRoom Wish List	Intended Audience: Property Room Users A review of the new features of PropRoom, followed by a discussion of wishes for the next version.	John/Daniel/Charles/Michelle
1600 - 1645	Tahoe C/D	SQL Failover Strategies	Intended Audience: IT Professionals & Agency Personnel tasked with performing IT duties and after-hours IT issues. Presentations on the various tools Microsoft provides to recover from a failed database server. From the cheapest Log Shipping to the most expensive Clustered SQL Server and the options in between.	Bob/Sara

# RIMSCON 2023 26<sup>th</sup> Annual Main Conference Agenda

<b>Tuesday, October 10<sup>th</sup></b>	
6:00 pm	Tuesday Evening Welcome Reception w/ Cash Bar – South Shore Room on the Casino Level near the Harrah’s Food Court.

<b>Wednesday, October 11<sup>th</sup></b>	
7:30 am	Registration Desk Open
8:30 am	Introduction and Opening Remarks
9:00 am	The New RIMS: Version 31
10:00 am	Break
10:30 am	RIMS Version 31 (Continued)
11:15 am	FBI Policy Changes – Multi Factor Authentication
12:00 pm	Lunch provided by Sun Ridge Systems
1:15 pm	RIMS Wish List Session
2:00 pm to 5:30 pm	Vendor Area Open (Tahoe B)
2:30 pm	Break (Ice Cream Social)
3:00 pm	Vendor Presentation
3:20 to 5:00 pm	RIMS Wish List Session Continued
5:30 pm	Reception – Cash Bar (South Shore Room – Harrah’s)
6:30 pm to 9:00 pm	Wednesday Evening Dinner (Hosted by Sun Ridge Systems – South Shore Room on the Casino Level near the Harrah’s Food Court.

## Thursday, October 12<sup>th</sup>

7:30 am	Registration Desk Open		
8:30 am	Cyber Security – California Office of Emergency Services (OES)		
9:30 am	California Stop Data Update – 2024 Changes		
10:00 am	Break		
10:20 am	What's New in iRIMS		
11:00 am	What's New in CitizenRIMS		
11:30 am	Vendor Presentation		
12:00 am	Lunch (Provided by Sun Ridge Systems)		
1:15 pm	Breakout Sessions		
Time		Session	Description
1:15 pm to 2:15 pm	Bay Area Group Session	Bring your discussion items to this breakout session for all agencies located near the San Francisco Bay area.	Betsy McNutt Sean Rall Daniel Fields
	Central Valley/Southern California	Bring your discussion items to this breakout session for all agencies located south of Sacramento in the Central Valley and Southern California.	Colleen Meyers Dave Lott Christian Garcia
	IT Professionals	Bring your discussion items to this IT professionals breakout session.	Bob Perkins Lynette Monette Sara Jiang
	Northern California Agencies	Bring your discussion items to this breakout session for all agencies located in the Sacramento area to the northern coast.	Michelle Edwards Jenn Gilmore Charles Ellebrecht

	Outside California Agencies	Bring your discussion items to this breakout session for all agencies located outside California.	Linda Gutierrez Bryan Morehouse Chris Caldwell
	School, College, and Universities	Bring your discussion items to this breakout session for all educational agencies including, school, college, and university campuses.	Juleann Hunt-Osburn Tamera Melrose
	Sierra Nevada	Bring your discussion items to this breakout session for all agencies located in the northern, central, and southern Sierra Nevada.	Tony Richards Nick Pollock
	Tahoe C/D	Fire/EMS Agency Breakout Session	Michelle Edwards Jenn Gilmore Chris Caldwell
2:15 pm to 3:00 pm	Sand Harbor 2	NIBRS Break Out Session	Ruby Stewart Linda Gutierrez Collen Meyers Betsy McNutt Bryan Morehouse
	Sand Harbor 3	Collaborate Break Out Session	Dave Lott Sean Rall John Boren
2:15 pm to 3:00 pm	Meet Informally with SRS Staff Members		

<b>Friday, October 13<sup>th</sup></b>	
7:30 am	Registration Desk Open
8:30 am	What's New in PropRoom and TIMS

9:00 am	CAL FIRE Interface using Peraton
9:20 am	Other Product Updates
9:40 am	RIMS Discussion Items
10:00 am	Break
10:20 am	RIMS Discussion Items
11:00 am	Closing Remarks



## ITEM 4.13

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

**ITEM:** **APPROVE PURCHASE OF A CHEVROLET SILVERADO 3500 SPRAY RIG FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT**

**RECOMMENDATION:** **Adopt a Resolution Approving the Purchase of a Chevrolet Silverado 3500 Spray Rig for the Parks, Recreation and Maintenance Services Department**

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#### **SUMMARY:**

On October 11, 2021, with Resolution No. 21-4965, the City of Lathrop City Council approved the purchase of heavy equipment for the Parks, Recreation and Maintenance Services Department, which included a budget of \$139,239, taxes included, for the purchase of a Chevrolet Silverado 3500 Spray Rig.

Due to the numerous delays between General Motors ordering windows and supply chain issues with Spraytec, the spray rig is finally nearing the end of production and is estimated to be completed in mid-September 2023. As a result of the delays, the materials and parts increased in cost, resulting in an additional increase of \$29,438. The total cost for the Chevrolet Silverado 3500 Spray Rig is now \$168,677.

Additionally, due to the length of time between the purchase order completion and the estimated acceptance of the custom spray rig, the original purchase order from October 2021 is no longer valid and is unable to be carried forward. As a result, the Chevrolet Silverado 3500 Spray Rig requires City Council to reapprove the purchase. Sufficient funds are available within the FY 23/24 budget for the proposed purchase.

#### **BACKGROUND:**

The order for the Chevrolet Silverado 3500 Spray Rig was placed with the dealership in October 2021. The dealership placed the custom order with the General Motors factory in May 2022, which is when General Motors opened the ordering window for government entities.

The Chevrolet Silverado 3500 truck went into production on October 24, 2022. In January 2023, the truck was transported from the General Motors factory to Spraytec for the fabrication and manufacturing of the spray rig body. Due to supply chain issues and delays, the fabrication of the spray rig body was delayed. The spray rig is nearing the end of production and is estimated to be completed in mid-September 2023.

**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE PURCHASE OF A CHEVROLET SILVERADO 3500 SPRAY RIG FOR THE  
PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT**

Due to the increase costs in materials and parts between October 2021 and present, the price for the Chevrolet Silverado 3500 Spray Rig has increased by \$29,438. This brings the total cost to \$168,677. Staff requests City Council approve the purchase of the Chevrolet Silverado 3500 Spray Rig for a total cost of \$168,677.

**RECOMMENDATION:**

Adopt a Resolution Approving the Purchase of a Chevrolet Silverado 3500 Spray Rig for the Parks, Recreation and Maintenance Services Department.

**FISCAL IMPACT:**

Sufficient funds are available within the FY 2023/24 budget for the proposed purchase.

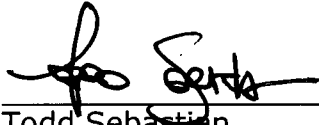
**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop Approving the Purchase of a Chevrolet Silverado 3500 Spray Rig
- B. Quote – Chevrolet Silverado 3500 Spray Rig
- C. Resolution 21-4965 Approving Purchase of Seventeen (17) Units of Heavy Equipment

**CITY MANAGER REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE PURCHASE OF A CHEVROLET SILVERADO 3500 SPRAY RIG FOR THE**  
**PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT**

**PAGE 3**

**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks, Recreation, and Maintenance Services

8.31.23

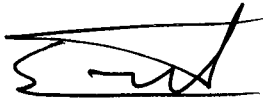
Date



\_\_\_\_\_  
Cari James  
Director of Finance

8/31/2023

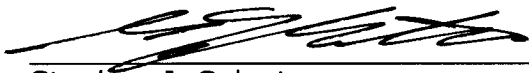
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-31-2023

Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.5.23

Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING THE PURCHASE OF A CHEVROLET SILVERADO 3500 SPRAY RIG  
FOR THE PARKS, RECREATION AND MAINTENANCE SERVICES DEPARTMENT**

**WHEREAS**, on October 11, 2021, with Resolution No. 21-4965, the City of Lathrop City Council approved the purchase of heavy equipment for the Parks, Recreation and Maintenance Services Department, which included a budget of \$139,239, taxes included, for the purchase of a Chevrolet Silverado 3500 Spray Rig; and

**WHEREAS**, due to the numerous delays between General Motors ordering windows and supply chain issues with Spraytec, the spray rig is finally nearing the end of production and is estimated to be completed in mid-September 2023; and

**WHEREAS**, because of the delays, the materials and parts increased in cost, resulting in an additional increase of \$29,438 bringing the total cost for the Chevrolet Silverado 3500 Spray Rig to \$168,677; and

**WHEREAS**, due to the length of time between the purchase order completion and the estimated acceptance of the custom spray rig, the original purchase order from October 2021 is no longer valid and is unable to be carried forward; and

**WHEREAS**, as the result of the purchase order no longer being valid, the purchase of the Chevrolet Silverado 3500 Spray Rig requires City Council to reapprove the purchase; and

**WHEREAS**, sufficient funds are available within the FY 2023/24 budget; and

**WHEREAS**, staff is requesting City Council's approval to purchase a Chevrolet Silverado 3500 Spray Rig for \$168,677.

**NOW, THEREFORE, BE IT RESOLVED**, that by the City Council of the City of Lathrop does hereby approve the purchase of a Chevrolet Silverado 3500 Spray Rig for a total amount of \$168,677.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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Teresa Vargas, City Clerk



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Salvador Navarrete, City Attorney



Vehicle Locator

**AMERICAN CHEVROLET**  
 4742 MCHENRY AVE  
 MODESTO, CA 95356  
 Phone: 209-575-1606  
 Fax: 209-491-7825

Model Year: 2023 Make: Chevrolet Model: 3500HD Silverado CK31403-Reg Chassis-Cab, 4WD PEG: 1WT-Work Truck Preferred Equipment Group Primary Color: GAZ-Summit White Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim Engine: L8T-Engine: 6.6L, V-8, SIDI Transmission: MYD-6-Speed Automatic	Event Code: 5000-Delivered to Dealer Order #: BRFD3P MSRP: \$45,595.00  Order Type: FNR-Fleet Commercial Stock #: T23240 Inventory Status: N/A
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Additional Vehicle Information

GM Marketing Information

No Cost Options

G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels  
 GT4-Rear Axle: 3.73 Ratio  
 L8T-Engine: 6.6L, V-8, SIDI  
 MYD-6-Speed Automatic  
 PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels  
 VQ1-Holdback, Fleet Dealer Assistance  
 YF5-California Emissions

Other Options

1WT-Work Truck Preferred Equipment Group AE7-Seats: Front 40/20/40 Split-Bench, Uplevel G80-Auto Locking Differential, Rear H2G-1WT-Vinyl, Jet Black, Interior Trim K47-Heavy Duty Air Filter KNP-Transmission Cooling System N2N-Fuel Tank, Dual Front and Rear, 63.5 Gallon Total P03-Painted Wheel Trim Skins, Painted Center Caps SFW-Back-Up Alarm Calibration (SEO) V76-Recovery Hooks YK6-SEO Processing Option	9J4-Bumper: Rear Delete BG9-Floor Covering: Rubberized Vinyl, Black GAZ-Summit White IOR-Chevrolet Infotainment, 7" Color Screen KC4-Cooler, Engine Oil KW7-Alternator, 170 AMP NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift QQO-Tires: LT235/80 R17 All Season, Blackwall U01-Roof Marker Lamps VK3-Front License Plate Mounting Provisions ZW9-Delete: Pick-Up Box
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"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

Information provided in this summary accurate. Please refer to actual vehicle information for details. Prices subject to change without notice. Policy adjustments in the case of inaccurate pricing information.

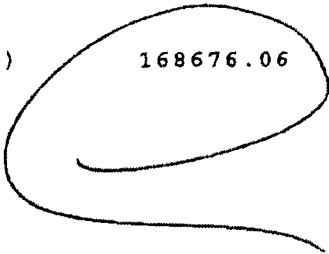
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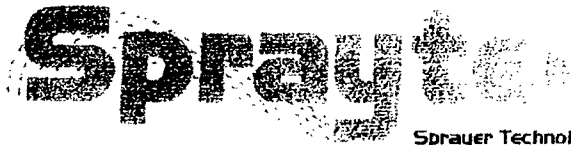
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1 DEAL #          149759      11 TRADE #1          19 DOC FEE          85.00
2 DEAL DATE      06/19/2023   12 PAYOFF #1        20 WARR PREM        0.00
3 STOCK #        T23240      5 13 DEPOSIT         21 MAINT PREM       0.00
                                     14 CASH DOWN        22 GAP PREM
4 PRICE          45595.00     15 REBATE            0.00
5 SPRAY RIG      109208.00     TOTAL DOWN          0.00   23 MSRP              45595.00
   TOTAL APTMKT 109208.00                                     24 BALLOON           0.00
                                     16 REGISTERED STATE CA   ADJ BALLOON        0.00
6 TERM           1          17 COUNTY CODE
7 RATE           0          18 COUNTY RATE       8.875   AMT FINANCED       168676.06
8 DAYS           30         GOVT FEES           41.75
9 PAY/YEAR       12         TAXES               13746.31
10 PYMT DATE     07/19/2023  RO/PO #1           INS:
   STATUS S      RO/PO #2           MEMO#1
                                     RO/PO #3           MEMO#2
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(LINE#) (M=MODIFY) (?=CMD LIST)  
SHIFT F1=FKEYS BANK=CASH DEAL

MONTHLY PYMT (0) 168676.06





Sprayer Technology

**P.O. Box 2951  
Livermore, CA 94551-2951  
Phone: 510-483-7394  
Fax: 510-483-7396**

miles

4706 Belrome rd

April 27, 2022

Zack Riedinger, Fleet Manager  
American Chevrolet  
4742 McHenry Ave.  
Modesto, CA 95356

Good morning Zach,

Spraytec is pleased to provide the following quotation to build a sprayer for the City of Lathrop.

We will provide and install the following per our discussions with the City.

1. 8' x 12' flat bed with below deck cabinets between the cab and rear wheels for the pump/engine assembly and the hose reel. An across the rear cabinet with 3 doors for the injection pumps. The surface of the bed and inside bottoms of the cabinets will be protected with Herculiner non-skid bed paint.
2. A 525 gallon water tank with "through the top" air gap filler and locking lid
3. Honda GX270 engine, electric start, with low oil shutoff
4. Hypro 9262C centrifugal pump with electromagnetic clutch
5. Teejet/Midtech TASC6300 computer control system with radar speed gun, and 3 MT500 injection pumps.
6. (3) 7.5 gallon chemical concentrate tanks, (1) with an agitator, and stainless steel mounting brackets.
7. all interconnecting plumbing from the tanks, through the pumps, and out the manifold.
8. An 8-solenoid / regulator manifold with 2 left/right ball valves for selecting and directing the spray to the multiple spray outlets.
9. a console for controlling the movement of the spray arm and nozzles, engine start/stop, agitator control, and light switches.
10. a 5-nozzle boomless spray head with a 3-way articulated arm mounted on the driver's side.
11. a 2-nozzle boomless spray head on the passenger side.



12. rear spray bar

13. (2) curb nozzles, 1 on each side, for spraying a 2-3' pattern

14. An electric rewind hose reel, mounted in the below deck cabinet on the right side, with 200' of ½" hose, spray gun, and 4-sided roller guide assembly.

15. A 30-gallon fresh water tank with 12V demand pump for providing fresh water to the eye wash / shower hose and nozzle, and to the hand wash spigots mounted on each side of the truck bed.

16. (4) above deck tool boxes for storage of tools, PPE items, etc.

17. An 8-light traffic advisor, mounted on a station rear of the main water tank, and controlled from the truck cab.

18. (4) rectangular quad flashers, 2 on the headboard facing forward, 2 in the rear bed rail.

19. (8) mini rectangular quad flashers, 2 on the front grill, 1 on each front fender, 1 on each side of the bed, and 2 on the rear of the bed.

20. All required wiring, plumbing, components, installation, and calibration to render a complete operating spray truck.

21. Operator training on all components and the controllers for up to 4 persons.

22. A 1 year warranty for parts and labor against defects in materials and workmanship.

We warrant our equipment and installation for 1 year from the in service date against defects in materials and workmanship. The warranty extends to components and labor. The warranty is FOB our shop in Livermore, California. Furthermore, we accept responsibility for correcting any items the receiving department deems unsatisfactory for meeting of the specifications.

**Delivery:**

Our quotation assumes you will deliver the chassis to us in Livermore and pick up the completed sprayer for delivery to the City.

Our production time from receipt of the truck and chassis is 120-150 days after receipt of the chassis. If you can give us about a 2-3 week notice of when the chassis will be arriving, it helps to meet this timing.

**Quotation:**

***Your cost for this assembly will be \$109,208.00.***

If you provide a California Resale Certificate we won't charge sales tax.

**Terms:** We offer a 1% cash discount of \$1,092.00 for payment within 10 days after notification that the assembly is finished and ready for pick up. Otherwise it is net

30 days from invoice date.

Thank you for coordinating the assembly with us.

Neil Donat  
Manager

**RESOLUTION NO. 21-4965**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF SEVENTEEN (17) UNITS OF HEAVY EQUIPMENT FOR PARKS, RECREATION AND MAINTENANCE SERVICES**

**WHEREAS**, the City operates and maintains an inventory of heavy equipment for the purpose of inspecting, maintaining and repairing City facilities and infrastructure; and

**WHEREAS**, seventeen (17) new units of heavy equipment are needed to replace existing equipment at the end of their service life and to obtain new equipment to increase productivity and better serve the City; and

**WHEREAS**, in accordance with LMC 2.36 regarding purchasing, staff has researched multiple companies and received three (3) quotes for each piece of equipment and has chosen the lowest price quotes; and

**WHEREAS**, the pricing associated with the purchase Chevrolet 3500 Spray Rig was provided by American Chevrolet through the Government Pricing Contract and was the lowest of the quotes received; and

**WHEREAS**, staff is requesting Council approval to place an order for the following equipment:

Purchase of the following:

• Two (2) 3000 Watt Portable Generators	\$ 3,298
• One (1) 5000 Watt Portable Generator	\$ 2,299
• One (1) Tow-behind Aerator	\$ 9,614
• One (1) Anchor Core Drill with Motor	\$ 3,159
• One (1) Tow-behind Compressor Trailer	\$ 22,950
• One (1) Concrete Walk Behind Saw	\$ 2,715
• One (1) Single Disc Grinder	\$ 5,070
• One (1) Edge Grinder	\$ 3,293
• One (1) Emergency Response Equipment	\$ 16,251
• One (1) Pole Saw	\$ 550
• One (1) Pressure Washer w/ Turbo Nozzle	\$ 686
• One (1) Seed Spreader	\$ 15,861
• One (1) Chevrolet 3500 for Spray Rig	\$ 128,036
• One (1) Vacuum Excavator	\$ 62,938
• One (1) Water Pump w/ Hoses	\$ 1,524
	Tax \$25,042
	<b>Total \$303,286</b>

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby approve the purchase of seventeen (17) units of heavy equipment from multiple companies for a total amount of \$303,286.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of October 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:



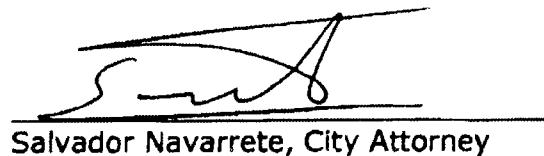
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**



\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Salvador Navarrete, City Attorney

## ITEM 4.14

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

**ITEM:** APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SOUTH LATHROP LAND, LLC TO LATHROP LAND ACQUISITION, LLC, THROUGH THE CITY

**RECOMMENDATION:** Adopt Resolution Approving the Transfer of Wastewater Treatment Capacity in the Consolidated Treatment Facility from South Lathrop Land, LLC to Lathrop Land Acquisition, LLC through the City and an Associated Transfer Agreement

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#### SUMMARY:

On October 5th, 2006, City Council approved Vesting Tentative Map 3533 to create 62 parcels on 960 acres of land in the Central Lathrop Specific Plan. Per the City of Lathrop General Plan, Lot 4 of Tract 3533 ("Project"), is zoned as high density residential. Lathrop Land Acquisition, LLC ("Saybrook"), the owner for the Project, is required to secure sufficient wastewater capacity prior to the issuance of first building permit for a land use that does not require a Small Lot map for the Project. South Lathrop Land, LLC ("SLL") has unused wastewater capacity and has agreed to sell it to Saybrook with the City acting in its capacity as the intermediary for the transfer.

Staff recommends Council approve the requested transfer of wastewater treatment capacity and authorize the City Manager to execute the Wastewater Treatment Capacity Transfer Agreement ("Transfer Agreement").

#### BACKGROUND:

In November 2016, the City and several developers entered into a Design and Construction Funding Agreement Related to the Phase 2 Expansion of Existing Lathrop Consolidated Treatment Facility ("CTF 2 Agreement", Exhibit A of Attachment B). The CTF 2 Agreement assigned sewer allocation in two categories, Initial Capacity and Reserve Capacity, with use of the Initial Capacity being immediately available and the Reserve Capacity being subject to demonstration of need.

On November 21, 2016, Richland Developers, Inc. ("Richland") entered into the CTF 2 Agreement, whereby the City allocated 114,000 gallons per day ("gpd") in initial wastewater treatment capacity, and 41,455 gpd of reserve wastewater treatment capacity to Richland. On May 12, 2018, the capacity was transferred to SLL based on SLL's acquisition of the South Lathrop Commerce Center Property (SLCC Property) from Richland, and Richland's transfer of their rights to the CTF as documented in the transfer of the Funding Agreement between SLL and Richland ("Funding Agreement"), as adopted by the City Ordinance No. 18-390.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SLL, LLC**  
**TO SAYBROOK, LLC. THROUGH THE CITY**

The Wastewater Treatment Capacity allocation factor for the SLCC Property (Parcel Map 17-01) is being adjusted from 355 gpd to 172 gpd based on data from similar dry warehouse use and water meter consumption. This frees up 183 gpd for sale to other city developments. The new 172 gpd allocation limits the SLCC Property use to dry warehousing.

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. Saybrook has requested to secure sufficient sewer capacity for Lot 4 of Tract 3533 for the planned development of 195 multifamily units ("Project"). Pursuant to the Conditions of Approval for Tract 3533, the developer, Saybrook, is required to secure 33,150 gpd of sufficient wastewater capacity for the Project prior to the issuance of first building permit for a land use that does not require a Small Lot map.

SLL recognizes the benefits to its own project and to the long term development goals of City for SLL to support the Project and therefore wishes to transfer to Saybrook, and Saybrook wishes to accept, 33,150 gpd of Wastewater Treatment Capacity previously allocated to SLL under the CTF 2 Agreement.

The purchase price has been established by the City in accordance with the Funding Agreement as \$29.98/gpd, and so the purchase price for a total of 33,150 gpd is agreed by Saybrook to equal \$993,837. Saybrook is required to use the wastewater capacity for the Project within one year of the approval of the Transfer Agreement or sell the capacity back to the City at the original price of \$29.98/gpd.

The Public Works Director has confirmed that the requested transfer is consistent with the City's General Plan, Sewer Master Plan, and Zoning Ordinance. The Public Works Director and the City Engineer recommend City Council approve the application for sewer transfer and authorize the City Manager to execute the Transfer Agreement.

**REASON FOR RECOMMENDATION:**

The Public Works Director has confirmed that the requested Transfer Agreement is consistent with the City's General Plan, Sewer Master Plan and Zoning Ordinance. The Public Works Director and the City Engineer recommend City Council approve the sewer transfer and authorize the City Manager to execute the Transfer Agreement, approved as to form by the City Attorney, with the applicant. In accordance with the Transfer Agreement, Saybrook shall make payment in full within ten (10) days after the date when the City Council approves the transfer and agreement. At the time of receipt of payment, City will transfer the treatment capacity to Saybrook and the funds to SLL.

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SLL, LLC**  
**TO SAYBROOK, LLC. THROUGH THE CITY**

**PAGE 3**

**FISCAL IMPACT:**

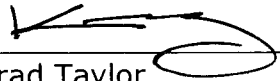
None.

**ATTACHMENTS:**


- A. Resolution Approving the Transfer of Wastewater Treatment Capacity in the Consolidated Treatment Facility from South Lathrop Land LLC, to Saybrook, LLC, through the City and an Associated Transfer Agreement.
- B. Wastewater Treatment Capacity Transfer Agreement from SLL to the City and from City to Saybrook.

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SLL, LLC**  
**TO SAYBROOK, LLC. THROUGH THE CITY**

**APPROVALS**

 FOR \_\_\_\_\_  
Brad Taylor  
City Engineer

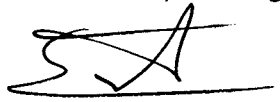
8.29.2023  
\_\_\_\_\_  
Date

 \_\_\_\_\_  
Cari James  
Finance Director

8/30/2023  
\_\_\_\_\_  
Date

 \_\_\_\_\_  
Michael King  
Assistant City Manager

8.29.2023  
\_\_\_\_\_  
Date

 \_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.29.2023  
\_\_\_\_\_  
Date

 \_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23  
\_\_\_\_\_  
Date



## RESOLUTION NO. 23-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE TRANSFER OF WASTEWATER TREATMENT CAPACITY IN THE CONSOLIDATED TREATMENT FACILITY FROM SOUTH LATHROP LAND, LLC TO LATHROP LAND ACQUISITION, LLC THROUGH THE CITY AND AN ASSOCIATED TRANSFER AGREEMENT**

**WHEREAS**, on November 21, 2016, the City and several developers entered into a Design and Construction Funding Agreement Related to the Phase 2 Expansion of Existing Lathrop Consolidated Treatment Facility ("CTF 2 Agreement"); and

**WHEREAS**, the CTF 2 Agreement assigned sewer allocation in two categories, Initial Capacity and Reserve Capacity, with use of the Initial Capacity being immediately available and use of the Reserve Capacity being subject to demonstration of need; and

**WHEREAS**, Richland Developers, Inc. ("Richland") was one of the developers that entered into the CTF 2 Agreement, whereby the City allocated 114,000 gallons per day ("gpd") in initial wastewater treatment capacity, and 41,455 gpd of reserve wastewater treatment capacity to Richland; and

**WHEREAS** on May 12, 2018, the capacity was transferred to South Lathrop Land, LLC ("SLL") based on SLL's acquisition of the South Lathrop Commerce Center Property (SLCC Property) from Richland, and Richland's transfer of their rights to the CTF as documented in the transfer of the Funding Agreement between SLL and Richland ("Funding Agreement"), as adopted by the City Ordinance No. 18-390; and

**WHEREAS**, the Wastewater Treatment Capacity allocation factor for the SLCC Property (Parcel Map 17-01) is being adjusted from 355 gpd to 172 gpd based on data from similar dry warehouse use and water meter consumption. This frees up 183 gpd for sale to other city developments. The new 172 gpd allocation limits the SLCC Property use to dry warehousing; and

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. Lathrop Land Acquisition, LLC ("Saybrook"), has requested to secure sufficient sewer capacity for Lot 4 of Tract 3533 for the planned development of 195 multifamily units ("Project"). Pursuant to the Conditions of Approval for Tract 3533, the developer, Saybrook, is required to secure 33,150 gpd of sufficient wastewater capacity for the Project prior to the issuance of first building permit for a land use that does not require a Small Lot map; and

**WHEREAS**, SLL recognizes the benefits to its own project and to the long term development goals of City for SLL to support the Project and therefore wishes to transfer to Saybrook, and Saybrook wishes to accept, 33,150 gpd of Wastewater Treatment Capacity previously allocated to SLL under the CTF 2 Agreement; and

**WHEREAS**, the purchase price has been established by the City in accordance with the Funding Agreement as \$29.98/gpd, and so the purchase price for a total of 33,150 gpd is agreed by Saybrook to equal \$993,837; and

**WHEREAS**, Saybrook is required to use the wastewater capacity for the Project within one year of the approval of the Wastewater Treatment Capacity Transfer Agreement ("Transfer Agreement") or sell the capacity back to the City at the original price of \$29.98/gpd; and

**WHEREAS**, the Public Works Director has confirmed that the requested transfer is consistent with the City's General Plan, Sewer Master Plan, and Zoning Ordinance, and the Public Works Director and the City Engineer recommend City Council approve the application for sewer transfer and authorize the City Manager to execute the Transfer Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the transfer from South Lathrop Land, LLC to the City and the City's transfer to Lathrop Land Acquisition, LLC of 33,150 gpd in Wastewater Treatment Capacity in the Consolidated Treatment Facility, pursuant to the terms of the Transfer Agreement; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Transfer Agreement and authorize the City Manager to sign documents necessary to implement the terms of the same to document the transfer from South Lathrop Land, LLC to the City of 33,150 gpd in Wastewater Treatment Capacity in the Consolidated Treatment Facility the immediate transfer of the same capacity from the City to Lathrop Land Acquisition, LLC.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 11<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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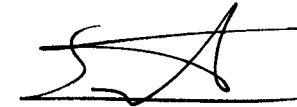
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete  
City Attorney

**RECORDING REQUESTED BY AND  
AFTER RECORDING MAIL TO:**

**CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330**

*Exempt from payment of recording fees (GC 27383)*

Space above this line reserved for recorder's use

APN's:  
241-030-18, 19, 20, 21, 22, 23, 45, 46, 47, 48

**WASTEWATER TREATMENT CAPACITY  
TRANSFER AGREEMENT**

THIS WASTEWATER TREATMENT CAPACITY TRANSFER AGREEMENT (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**"), by and between South Lathrop Land, LLC a Delaware limited liability company, TriPoint Building 3, LLC, a Delaware limited liability company, TriPoint Building 5, LLC, a Delaware limited liability company, TriPoint Building 6, LLC, a Delaware limited liability company, TriPoint Building 7, LLC, a Delaware limited liability company, collectively hereinafter referred to as "**SLL**", Lathrop Land Acquisition, LLC, a Delaware limited liability company, hereinafter referred to as "**Saybrook**", and the City of Lathrop, a municipal corporation in the State of California, hereinafter referred to as "**City**". Hereinafter all parties may be referred to collectively as "Parties" or individually as a "Party".

**RECITALS**

**WHEREAS**, SLL owns the South Lathrop Commerce Center (SLCC) parcels designated with APNs 241-030-18, 19, 20, 21, 22, 23, 45, 46, 47, and 48 in the City of Lathrop, California, ("SLCC Property") where it is the developer of industrial and commercial properties pursuant to the South Lathrop Specific Plan ("SLL Project"); and

**WHEREAS**, on November 21, 2016, Richland Developers, Inc. entered into the Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility with the City ("CTF 2 Agreement") attached hereto as Exhibit A. The CTF 2 Agreement states that the City allocated 114,000 gallons per day ("gpd") in Initial Wastewater Treatment Capacity, and 41,455 gpd of Reserve Wastewater Treatment Capacity to Richland Developers, Inc; and

**WHEREAS**, SLL acquired the SLCC Project from Richland Developers, Inc., and Richland Developers, Inc.'s transfer of all of their rights to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility as documented in the Transfer Agreement Relating to Design and Construction Funding Agreement For The Phase 2 Expansion of the Lathrop Consolidated Treatment Facility between SLL and Richland Developers Inc. as adopted by the City Ordinance No. 18-390 and as approved by the City and recorded by the San Joaquin County Recorder's Office as Doc # 2018-047863 on May 1, 2018, attached hereto as Exhibit B (Funding Agreement).

SLL became and now is the successor in interest to all of Richland Developers, Inc.'s rights contained within the CTF 2 Agreement; and

**WHEREAS**, on September 14, 2020, 41,455 gpd of Reserve Wastewater Treatment Capacity was transferred from SLL to Saybrook CLSP, LLC with the Reserve Wastewater Treatment Capacity Transfer Agreement recorded by the San Joaquin County Recorder's Office as Doc # 2020-126204; and

**WHEREAS**, on July 10, 2023, 17,100 gpd of Wastewater Treatment Capacity was approved to be transferred from SLL to DR Horton with the Wastewater Treatment Capacity Transfer Agreement recorded by the San Joaquin County Recorder's Office as Doc # 2023-059240; and

**WHEREAS**, the Wastewater Treatment Capacity allocation factor used for the SLCC Property with Parcel Map 17-01 was 355 gpd however City is adjusting this factor to 172 gpd based on an analysis of similar dry warehouse use and actual water meter consumption data from the SLCC Property. The difference of 183 gpd ( $355 - 172 = 183$ ) is available for sale from SLL to other developments in City. The Wastewater Treatment Capacity allocation factor of 172 gpd limits the use of the warehouse to dry warehousing operations only and SLL will be required to purchase additional capacity if the future use of the warehouse changes to something other than dry warehouse use and the Wastewater Treatment Capacity demand increases above 172 gpd; and

**WHEREAS**, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. Saybrook has requested to secure sufficient sewer capacity for Lot 4 of Tract 3533 for the planned development of 195 multifamily units ("Project"); and

**WHEREAS**, pursuant to the Conditions of Approval for Tract 3533, the developer, Saybrook, is required to secure sufficient wastewater capacity prior to issuance of building permit for a land use that does not require a Small Lot map. The purchase price has been established by the City in accordance with the Funding Agreement as \$29.98/gpd. The total purchase price for the required 33,150 gpd of wastewater capacity for the Project is agreed by Saybrook to equal \$993,837; and

**WHEREAS**, SLL recognizes the benefits to its own project and to the long term development goals of City for SLL to support the Project and therefore wishes to transfer to Saybrook, and Saybrook wishes to accept, 33,150 gpd of Wastewater Treatment Capacity previously allocated to SLL under the CTF 2 Agreement; and

**WHEREAS**, the Public Works Director has confirmed that the requested transfer is consistent with the City's General Plan, Sewer Master Plan, and Zoning Ordinance. The Public Works Director and the City Engineer recommend City Council approve the application for sewer transfer and authorize the City Manager to execute this Agreement, approved by the City Attorney, with the applicant; and

**WHEREAS**, consistent with Schedule 3 of the CTF 2 Agreement, SLL has filed an application with the City to effectuate the transfer contemplated in this Agreement, and that application took the form of this Agreement. This Agreement, which shall be approved as to form by the City Attorney, constitutes the agreement required by the City pursuant to Schedule 3 of the CTF 2 Agreement. Schedule 3 of the CTF 2 Agreement is attached hereto in Exhibit A.

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Adjusted Wastewater Treatment Capacity Allocation Factor. SLL agrees to adjusting the wastewater factor from 355 gpd to 172 gpd for the SLCC Property. The difference of 183 gpd (355 – 172 = 183) is available for sale from SLL to other developments in City. The allocated Wastewater Treatment Capacity factor of 172 gpd now restricts the property's usage to dry warehousing operations exclusively. If there are plans to use the warehouse space for activities other than dry warehousing, and this leads to a rise in Wastewater Treatment Capacity demand beyond 172 gpd, SLL will be obligated to acquire additional Wastewater Treatment Capacity.
2. **Allocation of Wastewater Treatment Capacity.** SLL agrees to transfer to the City 33,150 gpd of Wastewater Treatment Capacity previously allocated to SLL in the CTF 2 Agreement and reflected on Exhibit C within ten (10) business days after the City Council approval of this transfer and Agreement. This will leave SLL with 63,750 gpd of Wastewater Treatment Capacity. The Wastewater Treatment Capacity transferred as part of this Agreement shall be allocated first to City for transfer to Saybrook once the requirements of this Agreement are satisfied. If Saybrook does not fund and proceed with this transfer, the City agrees to return the Wastewater Treatment Capacity to SLL.
3. **Payment for Allocation of Wastewater Treatment Capacity.** In exchange for SLL's transfer of Wastewater Treatment Capacity pursuant to this Agreement to the City, Saybrook agrees to pay to City \$993,837, or \$29.98 for each gpd of Wastewater Treatment Capacity transferred pursuant to this Agreement. Payment shall be made in full prior to the issuance of the first building permit for the Saybrook Project. At the time of receipt of payment from Saybrook, City will transfer the 33,150 gpd of Wastewater Treatment Capacity to Saybrook and the funds to SLL. Upon transfer, Saybrook shall have conditional ownership as outlined in Paragraph 5 and use of 33,150 gpd of SLL's Wastewater Treatment Capacity.
4. **Agreement Contingent on City's Approval of Transfer of Wastewater Treatment Capacity and Final Map.** The obligations in this Agreement are contingent on the City Council's approval of the transfer and this Agreement pursuant to the procedure outlined in Schedule 3 of the CTF 2 Agreement. In the event that the Lathrop City Council denies the transfer and this Agreement, SLL shall have no further obligation to transfer Wastewater Treatment Capacity to Saybrook under this Agreement, and the Agreement shall have no further binding effect on the Parties. The City also confirms that SLL and Saybrook has fulfilled all of their obligations under the CTF 2 Agreement, no amounts are owed, and no event of default exists.
5. **Saybrook's Obligation to Obtain Project Approvals Within One Year of City Approval of Wastewater Treatment Capacity Allocation.** Consistent with the requirements in Schedule 3 of the CTF 2 Agreement, Saybrook shall use the capacity for the Project within one year from the City's approval of the transfer and Agreement. Unless the City Council approves an alternative time limit, if the Project does not develop within the timeframe in this paragraph, this Agreement shall be void and the 33,150 gpd of Wastewater Treatment Capacity shall be sold back to the City at the original price of \$29.98/gpd.
6. **Mutual Hold Harmless / Indemnification.** Each Party shall hold each other Party harmless, and defend, and indemnify each other Party, its officers, employees, consultants, and agents from and against any and all claims, suits, causes of action, or other proceedings for damages, injuries, losses, costs (including attorneys' fees and costs of suit or other dispute resolution processes), or any other liability arising out of, the performance, or failure to perform,

any of the duties and obligations set forth in this Agreement. The duty to defend shall include provision for all costs and fees, including attorneys' fees, associated with such defense.

7. **No Partnership.** It is not the purpose or the intention of this Agreement to create, and this Agreement shall not create, a joint venture, partnership, or other relationship whereby either Party would be liable for the omissions, commissions, or performance of the other Party.

8. **Further Assurance.** The Parties shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by any Party.

9. **Force Majeure.** With respect to the matters contemplated by this Agreement, no Party shall be liable or responsible to the other as a result of any injury to property or as a result of inability to provide capacity, which was caused by any Force Majeure event.

10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. **Assignment.** No Party may assign its rights under this Agreement to any person, entity, or governmental or quasi-governmental body without the prior written consent of the other Parties.

12. **Entire Agreement / Amendment.** This Agreement including the recitals, which are incorporated by this reference, contains the entire Agreement between the Parties regarding the Wastewater Transfer between the Parties. No change or modification of this Agreement shall be valid unless the same is an amendment, in writing, signed by both Parties.

13. **Recordation of Agreement.** Consistent with the requirements of Schedule 3 of the CTF 2 Agreement, City shall cause this fully executed Agreement to be recorded in the San Joaquin County Recorder's Office within thirty (30) days after the City Council approves the transfer and this Agreement.

14. **Exhibits.** The Exhibits referenced and included in the Agreement are as follows:

**Exhibit A:** Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility with the City ("CTF 2 Agreement"), dated November 21, 2016

**Exhibit B:** Transfer Agreement Relating to Design and Construction Funding Agreement For The Phase 2 Expansion of the Lathrop Consolidated Treatment Facility between SLL and Richland Developers Inc. as adopted by the City Ordinance No. 18-390 and as approved by the City and recorded (Doc# 2018-047863), recorded May 1, 2018

**Exhibit C:** Reallocation form to reflect the Reallocation of Wastewater Treatment Capacity from SLL to the City.

**Exhibit D:** Reallocation form to reflect the transfer of the Wastewater Treatment Capacity from the City to Saybrook.

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute this Agreement as of the Effective Date above.

[Signatures on Next Page]



**South Lathrop Land, L.L.C.,  
a Delaware limited liability company**

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its managing member

By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**TriPoint Building 3, L.L.C.,  
a Delaware limited liability company**

By: TriPoint Phase I Venture, L.L.C.,  
a Delaware limited liability company,  
its sole member

By: CHI West 114 TriPoint Phase I, L.L.C.,  
a Delaware limited liability company,  
its managing member

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its sole member

By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**TriPoint Building 5, L.L.C.,  
a Delaware limited liability company**

- By: TriPoint Phase I Venture, L.L.C.,  
a Delaware limited liability company,  
its sole member
- By: CHI West 114 TriPoint Phase I, L.L.C.,  
a Delaware limited liability company,  
its managing member
- By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its sole member
- By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**TriPoint Building 6, L.L.C.,  
a Delaware limited liability company**

- By: TriPoint Phase I Venture, L.L.C.,  
a Delaware limited liability company,  
its sole member
- By: CHI West 114 TriPoint Phase I, L.L.C.,  
a Delaware limited liability company,  
its managing member
- By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its sole member
- By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**TriPoint Building 7, L.L.C.,  
a Delaware limited liability company**

By: TriPoint Phase I Venture, L.L.C.,  
a Delaware limited liability company,  
its sole member

By: CHI West 114 TriPoint Phase I, L.L.C.,  
a Delaware limited liability company,  
its managing member

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its sole member

By: CHI LTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**Lathrop Land Acquisition, L.L.C.,  
a Delaware limited liability company,**

By: Saybrook Fund Investors, L.L.C.,  
Its: Managing Member

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Jeffrey M. Wilson  
Officer

Date

**CITY:**

**CITY OF LATHROP, a**  
Municipal Corporation of the  
State of California

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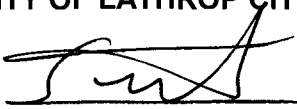
By: Stephen J. Salvatore  
Its: City Manager

**ATTEST:**  
City Clerk of and for the City

---

By: Teresa Vargas  
Its: City Clerk

**APPROVED AS TO FORM BY THE  
CITY OF LATHROP CITY ATTORNEY:**



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By: Salvador Navarrete  
Its: City Attorney

**DESIGN AND CONSTRUCTION FUNDING AGREEMENT  
RELATED TO THE PHASE 2 EXPANSION OF THE EXISTING LATHROP CONSOLIDATED  
TREATMENT FACILITY (“LCTF”)**

This Design and Construction Funding Agreement (the “**Agreement**”) is made and entered into as of November 21, 2016 (“**Effective Date**”), by and between the CITY OF LATHROP, a municipal corporation (“**CITY**”), RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company (“**RID**”), RICHLAND DEVELOPERS, INC., a Delaware corporation (“**RDI**”), SAYBROOK CLSP, LLC, a California limited liability company (“**Saybrook**”), and LATHROP MOSSDALE INVESTORS, LP, a California limited partnership (“**LMI**”) (excluding CITY, collectively, “**DEVELOPERS**”). DEVELOPERS and CITY are referred to herein, individually as “**party**” and collectively as the “**parties**.”

**RECITALS**

A. The CITY currently operates the existing LCTF with a flow capacity of 1.0 million gallons per day, or “**MGD**” in accordance with Waste Discharge Requirements R5-2016-0028 approved by the Central Valley Regional Water Quality Control Board (the “**Regional Board**”) on April 21, 2016 (the “**WDRs**”). Pursuant to the WDRs, the CITY may add new sprayfields and construct additional recycled water storage ponds in accordance with the requirements of the WDRs with approval of the technical reports submitted to the Executive Officer. The CITY also adopted a CEQA Addenda for the incremental increase of up to 3.0 MGD in treatment capacity, raising the total anticipated treatment capacity to approximately 9.1 MGD. Minor revisions to the WDRs regarding new state water quality standards and a new minimum increment for expansion of disposal areas required for the LCTF are expected to be considered by the Regional Board in fall, 2017. New CEQA review is not expected to be required for the revised WDRs.

B. The parties desire to expand the existing LCTF to process up to 2.5 MGD of treatment capacity by adding a total of 1.5 MGD to the existing LCTF (the “**Phase 2 Expansion**”).

C. CITY and DEVELOPERS are parties to a series of sewer funding agreements relating to the Phase 2 Expansion (collectively the “**Funding Agreements**”). The Funding Agreements are listed in Schedule 1 attached hereto. To the extent of any conflicts between the Funding Agreements and this Agreement, this Agreement shall control and supersede any such conflicting terms.

D. During the pre-design and design process for the Phase 2 Expansion, additional developers (listed in Schedule 2 attached) participated in and funded the Phase 2 Expansion. Following the pre-design process, the additional developers withdrew (“**Withdrawn Developers**”) from the Phase 2 Expansion. CITY reimbursed (or will reimburse) the Withdrawn Developers for costs they had expended. Accordingly, and once reimbursed, the Withdrawn Developers have no right under this Agreement to receive a “will serve” from CITY with respect to any capacity in the Phase 2 Expansion.

E. The parties desire to execute this Agreement to set forth their definitive understanding with respect to the funding of pre-design, design, permitting, programming, construction costs and standby charges, including all outside consultant costs and CITY staff costs relating to, and allocations of capacity in the Phase 2 Expansion as more particularly set forth herein.

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:

**AGREEMENT**

1. Incorporation of Recitals. The parties agree that the foregoing Recitals are true and correct, and are incorporated as a part of this Agreement as if set forth in full herein.

2. Overall Cost; Phase 2 Expansion.

a. Based upon bids received by the CITY and CITY'S calculation of other costs such as permitting and CITY staff charges, the total estimated cost of the Phase 2 Expansion is \$26,374,212 (the "**Expansion Costs**"). The parties acknowledge that the estimated Expansion Costs include a 10% contingency (the "**Contingency**"), which the parties expressly approve. Of the total estimated Expansion Costs, DEVELOPERS have funded \$2,914,647 pursuant to the Funding Agreements (the "**Funded Expansion Costs**"), which amount is net of any amounts reimbursed or to be reimbursed to Withdrawn Developers by CITY. Section 6.a. and Exhibit A illustrate each DEVELOPER'S share of Funded Expansion Costs paid to date, Unfunded Expansion Costs (defined in Section 6.a) and timing of payment.

b. Upon receipt of the Unfunded Expansion Costs, the CITY shall use commercially reasonable efforts to complete the Phase 2 Expansion in an timely manner, subject to force majeure delays, including without limitation obtaining all applicable permits and approvals necessary to proceed with the Phase 2 Expansion including an updated WDR to clarify minimum increments for additional storage capacity and address new state water quality standards, as well as the requisite administrative design and pond approvals for the Phase 2 Expansion. Newly proposed sprayfield areas and recycled water storage ponds for use in disposal of treated wastewater from the LCTF may require environmental review under CEQA.

3. Initial Capacity Allocations. Subject to the DEVELOPERS' compliance with the terms of this Agreement, CITY will provide DEVELOPERS with initial capacity allocations in the Phase 2 Expansion as set forth in Exhibit B-1 (the "**Initial Capacity Allocations**").

4. Restrictions on Reliance or Use of Sewer Allocation by DEVELOPERS; Other Restrictions. Notwithstanding anything to the contrary contained herein, the following shall apply to restrict DEVELOPERS' reliance upon or use of its Sewer Allocation (defined below):

a. No DEVELOPER shall "**rely**" (defined below) upon its Initial Capacity Allocation or Reserved Capacity Allocation (defined in Section 7.a) (collectively, the "**Sewer Allocation**") unless and until such DEVELOPER has (i) obtained fee title to land for all ponds, sprayfields and related infrastructure (or other alternative methods of disposal approved by the CITY and the Regional Board) necessary to use such capacity (collectively, the "**Disposal Infrastructure**"), (ii) provided CITY with secured funding for construction of Disposal Infrastructure in the form of designated cash on deposit with CITY, security bond, letter of credit, or specifically designated Land Based Financing (defined below) containing a disbursement mechanism in favor of, and as approved by, CITY, (iii) offered the Disposal Infrastructure to CITY for dedication (with conditional right of reversion) and (iv) secured administrative design approval from the CITY and Regional Board for the design of Disposal Infrastructure (with items (i) through (iv) referred to herein, collectively, as the "**Reliance Requirements**"). As used herein, "**rely**" shall mean the ability to rely upon the availability of such capacity for CITY approval of final maps.

b. No DEVELOPER shall be entitled to use its Sewer Allocation (e.g. for CITY approval of building permits) unless and until such DEVELOPER has (i) completed construction of the Disposal Infrastructure, (ii) issued to CITY as-built drawings documenting the completed Disposal Infrastructure and (iii) incorporated the Disposal Infrastructure into the City's Wastewater Discharge Permit by obtaining Regional Board approval of (Y) a completion report for added storage and disposal and (Z) an increase in disposal capacity for CITY'S combined treatment facility (collectively, "**Use Requirements**").

c. Notwithstanding anything to the contrary set forth in this Agreement, DEVELOPER compliance with any provisions herein regarding Disposal Infrastructure is subject to the terms of any DEVELOPER'S Development Agreement with CITY, the terms of which Development Agreement(s) shall control with respect to compliance with Disposal Infrastructure.

d. The terms of this Agreement and any transfer of Sewer Allocations to DEVELOPERS or third parties under this Agreement are exempt from the City's Wastewater Treatment Capacity Policy approved by the City Council on May 4, 2015 by Resolution No. 15-3913 (the "**Transfer Policy**"); provided, however, that no transfer to a DEVELOPER or a third party shall be effective unless and until such DEVELOPER or third party has provided to CITY the information required in Schedule 3 attached hereto ("**Transfer Information**") for CITY approval, which shall not be unreasonably withheld, conditioned or delayed.

e. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7 and 9, no DEVELOPER'S Sewer Allocation may be taken away from such DEVELOPER if such DEVELOPER has satisfied all Reliance Requirements for its Sewer Allocation.

f. DEVELOPERS acknowledge and understand that DEVELOPERS cannot use their Sewer Capacity until (i) final completion and CITY acceptance of the Phase 2 Expansion and (ii) final signoff of the completed Phase 2 Expansion by the Regional Board.

#### 5. Standby Charges.

a. CITY shall provide notice to all DEVELOPERS when CITY begins receiving invoices from Veolia Water West Operating Services, Inc. ("**Veolia**") for maintenance of the Phase 2 Expansion (the "**Standby Charge Notification**"). DEVELOPERS' obligation to pay Standby Charges commences upon receipt of the Standby Charge Notification (the "**Standby Trigger Date**"). The Standby Charge Notification shall include an invoice detailing the Standby Charges that are due from each DEVELOPER. The CITY shall calculate the annual charge per gallon of capacity in accordance with Exhibit B-2, which charge will escalate annually at the same rate set forth in the CITY'S separate written agreement with Veolia, which escalation shall not exceed the Consumer Price Index for all urban consumers for the Los Angeles Standard Metropolitan Statistical Area as published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "**Escalation**"), unless otherwise agreed by the parties, in writing.

b. DEVELOPERS shall pay the applicable Standby Charges not later than thirty (30) days after receipt of the Standby Charge Notification. CITY shall provide annual Standby Charge Notifications to each DEVELOPER for future Standby Charges by July 31<sup>st</sup> of each year. Annual standby charges are due thirty (30) days after receipt of invoice. Notwithstanding the foregoing, and except with respect to charges by Veolia that have been incorporated into the construction budget for the Phase 2 Expansion, in no event shall DEVELOPERS be responsible for Standby Charges unless the Completion Requirements (defined in Section 6(c)) have been satisfied.

c. DEVELOPERS are responsible for paying Standby Charges for each DEVELOPER'S Sewer Allocation as illustrated in Exhibit B-2 (including the Escalation, the "**Standby Charges**"). The Standby Charges include overcharges due to the higher operational costs associated with a wastewater treatment plant that is larger than currently needed ("**Standby Overcharges**"), also as illustrated in Exhibit B-2.

d. The parties acknowledge that DEVELOPERS' obligation to pay Standby Charges shall terminate as sewer capacity in the Phase 2 Expansion is used. On or about May 1<sup>st</sup> of year, the CITY shall check the termination date for Standby Charges in the following manner:

i. CITY shall determine the total number of gallons of sewer capacity assigned to rate payers. Solely for purposes of determining the termination date for Standby Charges, each EDU (equivalent dwelling unit) shall be considered to be assigned 260 gallons per day ("**gpd**") of capacity (the "**Used Sewer Capacity**"). CITY shall provide a copy of the CITY'S Used Sewer Capacity determination within thirty (30) days after CITY finalizes the determination.

ii. If CITY determines through its calculation in subsection (i) above that the total gallons of Used Sewer Capacity has met or exceeded the "Threshold of Flow From New



Users at Which Standby Charge is No Longer Needed” as shown on Exhibit B-2, DEVELOPERS’ obligation to pay Standby Charges shall terminate and no additional Standby Charges shall be due for any subsequent year. CITY shall provide written notice to DEVELOPERS at the time that DEVELOPERS’ obligation to pay Standby Charges ceases.

iii. Subject to the foregoing provisions regarding termination of the obligation to pay Standby Charges, DEVELOPERS shall remain responsible for Standby Charges for any Sewer Allocation applicable to such DEVELOPERS unless and until a DEVELOPER transfers all or a portion of its Allocation with the corresponding obligation to pay Standby Charges, and such transfer has been accepted by CITY in accordance with the provisions of Section 4.d.

e. Subject to the provisions of Section 4.f., so long as DEVELOPERS have satisfied Use Requirements for their Sewer Allocation, DEVELOPERS may commence using their Sewer Allocation from and after the Standby Trigger Date.

6. Developer Funding of Phase 2 Expansion.

a. Funded and Unfunded Expansion Costs. Each DEVELOPER’S proportional share of Funded Expansion Costs paid to date and the portion of Expansion Costs that has not yet been funded (“Unfunded Expansion Costs”) are set forth in Exhibit A based upon the percentages set forth therein. Except as set forth below, each DEVELOPER shall pay its applicable share of Unfunded Expansion Costs on the Effective Date. Notwithstanding the foregoing, the parties acknowledge that LMI is owed Oversizing Reimbursements (defined in Section 8(c)) that exceed LMI’s portion of Unfunded Expansion Costs (the “LMI Share”). As a result, (i) LMI is not obligated to pay the LMI Share on the Effective Date, and (ii) CITY shall reduce the Oversizing Reimbursements that are due LMI by the amount of the LMI Share when CITY pays Oversizing Reimbursements to applicable DEVELOPERS under Section 8.

b. Use of Contingency; Cost Overruns.

i. Subject to the terms below, the parties agree that the CITY may use the Contingency for any cost overruns for the Phase 2 Expansion without obtaining the prior approval of DEVELOPERS. Notwithstanding the foregoing, during construction, CITY shall provide DEVELOPERS with written monthly construction updates (“Construction Updates”), which Construction Updates shall include an updated completion schedule, a listing of costs incurred to date based upon invoices received by the end of the previous month, copies of all changes orders executed during the applicable month and notification of any pending or anticipated change orders, and other information as reasonably requested by DEVELOPERS. CITY shall endeavor to provide the Construction Updates to DEVELOPERS not later than the 21<sup>st</sup> of each month, for work completed during the previous month.

ii. If CITY exhausts the Contingency and CITY reasonably believes that it must incur costs in excess of the Contingency to complete the Phase 2 Expansion (“Excess Costs”), CITY shall promptly notify DEVELOPERS of such Excess Costs from time to time, as needed. Subject to Section 6.b.iii, CITY must obtain DEVELOPERS’ prior written approval prior to incurring the Excess Costs, which shall be provided, if at all, not later than ten (10) business days after receipt of CITY’S notice of Excess Costs together with appropriate backup documentation.

iii. Notwithstanding the foregoing, if CITY and RID agree to the Excess Costs, (A) CITY shall notify all DEVELOPERS of such agreement (“Notice of Approval of Excess Costs”), (B) CITY may proceed with the work, and (C) all DEVELOPERS shall pay their respective share of the Excess Costs within ten (10) business days after receipt of the Notice of Approval of Excess Costs.

iv. If any DEVELOPER fails to contribute its share of Excess Costs within ten (10) business days after receipt of the Notice of Approval of Excess Costs, then (Y) the

contributing DEVELOPERS shall pay the non-contributing DEVELOPER'S portion of Excess Costs, on a pro rata basis, and (Z) such non-contributing DEVELOPER'S Sewer Allocation shall be reduced and allocated to the contributing DEVELOPERS on a pro rata basis.

c. Final Accounting.

i. CITY shall provide a draft final accounting of all construction costs incurred by CITY in connection with the Phase 2 Expansion (the "**Final Accounting**") to DEVELOPERS not later than 90 days after (A) final completion and CITY acceptance of the Phase 2 Expansion and (B) final signoff of the completed Phase 2 Expansion by the Regional Board (collectively, "**Completion Requirements**"). CITY shall request written confirmation of receipt of the Final Accounting from each DEVELOPER (whether through confirmation of overnight courier delivery, return receipt request, or other method). The parties acknowledge that the Final Accounting may include Excess Costs in addition to those addressed during construction pursuant to Section 6.b.

ii. Each DEVELOPER shall have the right to review and approve the Final Accounting, which review and approval shall be provided, if at all, within 10 business days after DEVELOPERS' receipt of the Final Accounting. If any DEVELOPER has not timely provided its written approval or comments, if any, then such DEVELOPER shall be deemed to have approved the Final Accounting. Subject to the foregoing, CITY and DEVELOPERS will work together to resolve any questions raised regarding the draft Final Accounting prior to it becoming final.

iii. If all DEVELOPERS approve the Final Accounting OR if all DEVELOPERS do not approve the Final Accounting but CITY and RID agree to the Final Accounting, (A) CITY shall notify all DEVELOPERS of such agreement ("**Notice of Approval of Final Accounting**") and (B) all DEVELOPERS shall pay their respective share of any Excess Costs as set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting. The Notice of Approval of Final Accounting shall attach the approved Final Accounting, the parties' final allocations of the Expansion Costs in accordance with the provisions of this Section 6, and the final Reserved Capacity Overpayment (defined in Section 7.b) applicable to each DEVELOPER.

iv. If any DEVELOPER fails to contribute its share of Excess Costs set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting, then (Y) the contributing DEVELOPERS shall pay the non-contributing DEVELOPER'S portion of Excess Costs, on a pro rata basis, and (Z) such non-contributing DEVELOPER'S Sewer Allocation shall be reduced and allocated to the contributing DEVELOPERS on a pro rata basis.

v. To the extent that the approved Final Accounting illustrates cost savings (e.g. the Phase 2 Expansion was constructed for less than the Expansion Costs contributed by DEVELOPERS, including any savings of Contingency amounts contributed by DEVELOPERS), the CITY shall reimburse to each DEVELOPER its pro rata share of such cost savings within thirty (30) days after CITY'S issuance of the Notice of Approval of Final Accounting.

7. Reserved Capacity.

a. The parties acknowledge that a portion of the Unfunded Expansion Costs includes the cost of the 0.4 MGD oversized sewer capacity that is not currently needed by each DEVELOPER and CITY (the "**Reserved Capacity**"). Exhibit C-1 attached hereto illustrates each DEVELOPER'S allocation of the Reserved Capacity ("**Reserved Capacity Allocation**"). Exhibit C-2 attached hereto illustrates the overpayment by each DEVELOPER applicable to each DEVELOPER'S Reserved Capacity Allocation (the "**Reserved Capacity Overpayment**").

b. Each DEVELOPER understands and agrees that its Reserved Capacity Allocation will not be deemed allocated to such DEVELOPER until such DEVELOPER can demonstrate to CITY that it needs the Reserved Capacity (a) over the next five (5) years if the Phase 2 Expansion

construction has not yet been substantially completed or (b) over the next 3.5 years if the Phase 2 Expansion construction is substantially complete ("**Demonstration of Need**"). The Demonstration of Need shall illustrate DEVELOPER'S then-current projections of its development and sewer capacity requirements and shall include appropriate backup documentation and other information as reasonably requested by CITY. Upon receipt and approval by CITY of the Demonstration of Need, such DEVELOPER'S portion of Reserved Capacity shall be deemed perfected and allocated to such DEVELOPER, subject to the provisions regarding Use Determinations and Reliance Requirements as set forth herein. Any DEVELOPER that has not yet provided a Demonstration of Need for its allocation of Reserved Capacity is defined as an "**Unperfected Developer.**" The date that when all Reserved Capacity has been perfected or sold, as applicable, is defined as the "**Reserved Capacity Exhaustion Date.**"

c. If the CITY or any DEVELOPER that has perfected its right to Reserved Capacity (each, a "**Perfected Developer**") determines that it needs additional sewer capacity from unperfected Reserve Capacity, CITY or the Perfected Developer(s) may send a notice (the "**Reserved Capacity Request**") to all DEVELOPERS. Perfected Developers must provide CITY with a copy of all Reserved Capacity Requests by Perfected Developers. Any Reserved Capacity Request from a Perfected Developer must include a Demonstration of Need for the additional portion of Reserved Capacity being requested. If any Unperfected Developer cannot provide an acceptable Demonstration of Need to CITY within thirty (30) days after receipt of the Reserved Capacity Request, and subject to the payment provisions below, CITY shall sell the requested portions of Reserved Capacity to (i) the Perfected Developer that made the Reserved Capacity Request or (ii) third parties or CITY, as applicable, if the CITY issued the Reserved Capacity Request. These sales of Reserved Capacity shall reduce the remaining allocations of Reserved Capacity from Unperfected Developers on a pro rata basis.

d. The purchase price for the Reserved Capacity shall be equal to (a) the Developer Reimbursement (defined below) applicable to the Reserved Capacity being purchased plus (c) simple interest at the lesser of 10% per annum or the highest rate permitted by law ("**Interest**"), accruing on the date that the applicable DEVELOPER funded its share of Expansion Costs (the "**Interest Commencement Date**").

e. As used herein, the term "**Developer Reimbursement**" means the Reserved Capacity Overpayment and Standby Overcharges applicable to the portion of Reserved Capacity being sold from that DEVELOPER'S allocation of Reserved Capacity. An example of the Developer Reimbursement is attached hereto as Exhibit D. The City is responsible for collecting the Developer Reimbursement from the purchaser, and paying the Developer Reimbursement to the selling DEVELOPERS, not later than thirty (30) days after the Reserved Capacity is purchased by CITY, a third party or Perfected Developer.

f. Subject to the provisions of Section 4.e., any DEVELOPER'S Reserved Capacity Allocation, even if perfected, is subject to the Use Determination provisions of Section 9.

#### 8. Previous Oversizing; Oversizing Overpayments.

a. Separate and distinct from the Reserved Capacity, under the terms of previous Funding Agreements for the construction of 0.75 MGD, certain DEVELOPERS have paid for oversizing of the existing LCTF (the "**0.75 MGD Oversizing Overpayments**"). These funding DEVELOPERS are due reimbursement for the 0.75 MGD Oversizing Overpayments at the time the oversized capacity is needed by other developers (the "**0.75 MGD Oversizing Reimbursement**"). Attached hereto as Exhibit E-1 is a table that sets forth (i) the identity of the DEVELOPERS that have paid 0.75 MGD Oversizing Overpayments, (ii) the amount of the 0.75 MGD Oversizing Overpayments, (iii) the applicable 0.75 MGD Oversizing Reimbursement that is due to each of the funding DEVELOPERS and (iv) the DEVELOPERS that are obligated to pay the 0.75 MGD Oversizing Reimbursement (the "**0.75 MGD Reimbursing Developers**"). The 0.75

MGD Reimbursing Developers shall pay the applicable 0.75 MGD Oversizing Reimbursement to CITY on the Effective Date, and the CITY shall pay the applicable 0.75 MGD Oversizing Reimbursement to the applicable funding DEVELOPERS not later than thirty (30) days after the receipt of such funds.

b. Separate and distinct from the Reserved Capacity and the 0.75 MGD Oversizing Overpayments, under the terms of previous Funding Agreements for the construction of 0.25 MGD, certain DEVELOPERS have paid for oversizing of the existing LCTF (the "**0.25 MGD Oversizing Overpayments**"). These funding DEVELOPERS are due reimbursement for the 0.25 MGD Oversizing Overpayments at the time the oversized capacity is needed by other developers (the "**0.25 MGD Oversizing Reimbursement**"). Exhibit E-2 identifies (i) DEVELOPERS that have paid 0.25 MGD Oversizing Overpayments, (ii) the amount of the 0.25 MGD Oversizing Overpayments, (iii) the applicable 0.25 MGD Oversizing Reimbursement that is due to each of the funding DEVELOPERS and (iv) the DEVELOPERS that are obligated to pay the 0.25 MGD Oversizing Reimbursement (the "**0.25 MGD Reimbursing Developers**"). The 0.25 MGD Reimbursing Developers shall pay the applicable 0.25 MGD Oversizing Reimbursement to CITY on the Effective Date, and the CITY shall pay the applicable 0.25 MGD Oversizing Reimbursement to the applicable funding DEVELOPERS not later than thirty (30) days after the receipt of such funds.

c. The 0.75 MGD Oversizing Reimbursement and the 0.25 MGD Oversizing Reimbursement are referred to herein, collectively, as the "**Oversizing Reimbursements**."

#### 9. Use Determinations.

a. Unused Capacity. The terms of this Section 9 shall apply if any DEVELOPER has failed to satisfy Reliance Requirements for such DEVELOPER'S Sewer Allocation by the last to occur of the Standby Trigger Date and Reserved Capacity Exhaustion Date (the "**Use Determination Trigger Date**"). The portion of a DEVELOPER'S Sewer Allocation as to which such DEVELOPER has not satisfied Reliance Requirements is defined as "**Unused Capacity**."

#### b. Unused Capacity Use Determinations.

(i) From and after the Use Determination Trigger Date, and upon thirty (30) days' prior written notice to all parties, any DEVELOPER may request (a "**Use Determination Request**") that CITY determine whether any DEVELOPER has failed to satisfy Reliance Requirements for its Sewer Allocation ("**Use Determination**"). CITY may also independently initiate a Use Determination upon written notice to all parties. The parties acknowledge that there may be multiple Use Determination Requests by individual DEVELOPERS.

(ii) Any Use Determination Request must (A) describe the Sewer Allocation desired by the requesting DEVELOPER (the "**Requested Allocation**") and (B) be accompanied by a Demonstration of Need and proof that the requesting DEVELOPER can satisfy Reliance Requirements for the Requested Allocation.

(iii) Within 30 days after receipt of a Use Determination Request (or initiation of the Use Determination by CITY, as applicable), CITY shall issue a draft summary of Unused Capacity (the "**Unused Capacity Summary**") listing the affected DEVELOPERS and applicable Unused Capacity.

(iv) Affected DEVELOPERS must respond with any clarifications or objections to the Unused Capacity Summary within 15 days after receipt. If affected DEVELOPERS fail to respond, they will be deemed to have approved the Unused Capacity Summary.

(v) The final Unused Capacity Summary shall constitute the final "**Use Determination**" and shall be issued by CITY not later than 15 days after receipt of any objections or clarifications.

(vi) Non-compliant DEVELOPERS shall have thirty (30) days after receipt of the final Use Determination (the "**Use Determination Cure Period**") in which to satisfy Reliance Requirements for their Unused Capacity.

(vii) If any non-compliant DEVELOPER fails to satisfy Reliance Requirements within the Use Determination Cure Period, then CITY shall notify the parties of such failure and the requesting DEVELOPER(S) (or CITY, if CITY initiated the Use Determination) may purchase the Requested Capacity, up to the amount set forth in the Use Determination. The requesting DEVELOPER(S) (or CITY, as applicable) must purchase the Requested Capacity not later than thirty (30) days after expiration of the Use Determination Cure Period by depositing the applicable purchase price with CITY as set forth below; otherwise, the right to purchase shall expire and be of no further force and effect. The CITY shall identify and sell Unused Capacity on a pro-rata basis from all DEVELOPERS with Unused Capacity, so that Unused Capacity is not taken from just one DEVELOPER. If multiple DEVELOPERS have made Use Determination Requests and there is insufficient Unused Capacity to satisfy all Requested Allocations, the CITY shall allocate Unused Capacity on a pro rata basis (based upon all non-compliant DEVELOPERS' Unused Capacity) to requesting DEVELOPERS or CITY, as applicable.

(viii) The purchase price for Unused Capacity shall equal the Developer Reimbursement applicable to the Unused Capacity plus Interest commencing on the Interest Commencement Date. CITY shall permit DEVELOPERS selling Unused Capacity to participate in the next expansion of the LCTF to the extent of the Unused Capacity sold by such DEVELOPER.

10. Land Based Financing. Any DEVELOPER may petition the CITY to use community facilities district or other land based financing ("**Land Based Financing**") to pay its share of Expansion Costs. If the use of Land Based Financing is approved by CITY, then such DEVELOPER'S share of Expansion Costs and any other amounts paid by such DEVELOPER pursuant to applicable Funding Agreements may be reimbursable from proceeds of Land Based Financing. The CITY shall adopt a reimbursement resolution to such effect concurrently with the approval of this Agreement; provided, however, that CITY'S adoption of such a reimbursement resolution does not obligate CITY to issue bonds or act as the lead agency with respect to such Land Based Financing.

#### 11. Default.

a. If any party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days after receipt of written notice of breach from a non-defaulting party (the "**Breach Notice**") to cure such breach or noncompliance (as such period may be extended as set forth below, the "**Cure Period**"). If such breaching party does not cure such breach or noncompliance within the Cure Period, it shall be deemed in default ("**Default**") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be. The party sending the Breach Notice shall provide a copy to all parties hereunder.

b. Subject to the provisions of Section 11(c) below, upon a Default pursuant to Section 11(a), the parties shall first mediate the dispute in good faith using a mutually acceptable mediator, which mediation shall be scheduled and concluded not later than 60 days after expiration of the Cure Period. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, controversies or disputes not resolved by mediation shall be decided by binding arbitration

unless the parties mutually agree otherwise. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other parties to this Agreement and the American Arbitration Association. Notwithstanding the foregoing, any party may seek injunctive or other immediate equitable relief, if applicable, in a court of law, pending resolution of the dispute through mediation or arbitration.

c. Notwithstanding the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after any DEVELOPER'S receipt of a Breach Notice from CITY, (i) CITY may immediately suspend such DEVELOPER'S ability to use its Capacity Allocation and (ii) CITY may sell such DEVELOPER'S Capacity Allocation on a pro rata basis to the other DEVELOPERS for the purchase price illustrated in Section 9.b.

12. Counterparts. This Agreement may be executed in counterparts, including electronic (pdf) and facsimile counterparts, each of which shall be considered an original and all of which together shall be considered the same document.

13. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Agreement. 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 Agreement. 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 Agreement.

14. Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect. If, however, the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, all parties shall meet and negotiate in good faith not less frequently than every ten (10) days and formulate new terms that substitute the stricken clause with other provisions that provide substantially similar terms as the stricken clause. If the parties are unable to agree, then the parties shall resolve the issues through mediation as set forth in Section 11.b.

16. Authorization. Without any personal liability therefor, each person executing this Agreement on behalf of the applicable party hereto warrants that (i) such party is duly organized and existing, (ii) such person has been duly authorized to execute and deliver this Agreement on behalf of the applicable party, (iii) the execution of this Agreement by such person shall bind the applicable party to the terms of this Agreement, and (iv) to such person's knowledge, the execution of this Agreement does not violate any agreement as to which such party is bound. CITY represents and warrants that CITY has obtained any necessary approvals to execute this Agreement and be bound by the terms hereof.

17. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the Phase 2 Expansion and supersedes all prior understandings or agreements with respect to the subject matter hereof; provided, however, 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 relating to this specific Phase 2 Expansion project such as, without limitation, the parties' separate Consortium Agreement, as amended from time to time, and the Conditional Will Serve Agreement for Wastewater between CITY and Saybrook dated August 19, 2013. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by all parties hereto.

18. Greenlighting Future Expansions. Nothing herein supersedes, amends or replaces any prior written agreement with respect to the DEVELOPERS' ability to "greenlight" future expansions in accordance with the parties' other written agreements regarding "greenlighting."

19. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (i) shall be deemed given and received when personally delivered or (ii) shall be deemed given when the same are deposited in the United States Mail, with sufficient postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the designated person by one party to another in writing, and shall be deemed received on the fourth business day after such mailing. Any notice shall be given to all of the following:

CITY

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

With a copy to:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: City Attorney

RDI

Richland Developers, Inc.  
3161 Michelson Drive, Suite  
425  
Irvine, CA 92612  
Attn: General Counsel

With a copy to:

Richland Developers, Inc.  
3000 Lava Ridge Court, Suite  
115  
Roseville, CA 95661  
Attn: Clifton Taylor

RID

River Islands Development,  
LLC  
73 West Stewart Road  
Lathrop, CA 95330  
Attn: Susan Dell'Osso

With a copy to:

River Islands Development,  
LLC  
2999 Oak Road, Suite 400  
Walnut Creek, CA 94597  
Attn: Lisa Freilicher, Esq.

SAYBROOK

Saybrook CLSP, LLC  
303 Twin Dolphin Drive  
Suite 600  
Redwood Shores, CA 94065  
Attn: Jeff Wilson

With a copy to:

Best and Krieger  
300 South Grand Avenue,  
25<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Seth Merewitz, Esq.

LMI

Lathrop Mossdale Investors  
LP  
675 Hartz Avenue  
Danville, CA 94526  
Attn: Jeff Abramson and Lori  
Waltzer

20. Further Assurances. The parties agree to perform such further acts and to execute and deliver such further instruments as are reasonably necessary to accomplish the intent and purpose of this Agreement.

21. Assignment and Transfer. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties. Except for an assignment to an Affiliate (defined below) of a DEVELOPER, no DEVELOPER may assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to any DEVELOPER assignment, (i) the assigning DEVELOPER shall notify all parties of the proposed assignment and provide reasonable information to the parties regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to the CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill the assigning DEVELOPER'S obligations under this Agreement. Any DEVELOPER may assign this Agreement to an Affiliate, with notice to the other parties hereto. As used herein, the term "Affiliate" means any person, entity or organization as to which any DEVELOPER has a controlling

interest. As used herein, "controlling interest" means the right to control the management decisions of such person or entity, whether by contract or otherwise.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision(s) to which they pertain.

24. No Joint Venture or Partnership. Nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture, partnership, or any agency relationship between CITY and a DEVELOPER or all DEVELOPERS. CITY shall have no responsibility for Disposal Infrastructure or any other public improvements unless and until accepted by CITY.

25. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.

26. Table of Exhibits. The following exhibits are attached hereto and made a part hereof:

<u>Exhibit A:</u>	Funded and Unfunded Expansion Costs
<u>Exhibit B-1:</u>	Initial Capacity Allocations
<u>Exhibit B-2:</u>	Standby Charges
<u>Exhibit C-1:</u>	Developer Allocations of Reserved Capacity
<u>Exhibit C-2:</u>	Reserved Capacity Overpayment
<u>Exhibit D:</u>	Developer Reimbursement
<u>Exhibit E-1:</u>	Oversizing Overpayments (0.75 MGD)
<u>Exhibit E-2:</u>	Oversizing Overpayments (0.25 MGD)
<u>Schedule 1:</u>	Funding Agreements
<u>Schedule 2:</u>	Withdrawn Developers
<u>Schedule 3:</u>	Transfer Information

[SIGNATURES ON THE FOLLOWING PAGE]



[SIGNATURE PAGE TO CONSTRUCTION FUNDING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY**

CITY OF LATHROP  
a municipal corporation of the State of  
California

By: [Signature]  
Name: Stephen J. Salvatore  
Its: City Manager

**RID**

RIVER ISLANDS DEVELOPMENT, LLC  
a California limited liability company

By: [Signature]  
Name: Susari Dell'Osso  
Its: Vice President and Secretary

ATTEST:

By: [Signature]  
Name: Teresa Vargas  
Its: City Clerk  
Dated: 1/12/17

**LMI**

LATHROP MOSSDALE INVESTORS LP, a  
California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Salvador V. Navarrete  
City Attorney

**RDI**

RICHLAND DEVELOPERS, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SAYBROOK**

SAYBROOK CLSP, LLC  
a California limited liability company

By: Saybrook Fund Investors, LLC  
its Managing Member

By: \_\_\_\_\_  
Name: Jeffrey M. Wilson  
Its: Officer

[SIGNATURE PAGE TO CONSTRUCTION FUNDING AGREEMENT]

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**CITY**

CITY OF LATHROP  
a municipal corporation of the State of  
California

By: \_\_\_\_\_  
Name: Stephen J. Salvatore  
Its: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Teresa Vargas  
Its: City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Salvador V. Navarrete  
City Attorney

**RDI**

RICHLAND DEVELOPERS, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**RID**

RIVER ISLANDS DEVELOPMENT, LLC  
a California limited liability company

By: \_\_\_\_\_  
Name: Susan Dell'Osso  
Its: Vice President and Secretary

**LMI**

LATHROP MOSSDALE INVESTORS LP, a  
California limited partnership  
BY: LATHROP MOSSDALE VENTURES, INC., ITS GENERAL PARTNER

By: Loni R. Wiltzer  
Name: Loni R. Wiltzer  
Its: CFO

**SAYBROOK**

SAYBROOK CLSP, LLC  
a California limited liability company

By: Saybrook Fund Investors, LLC  
its Managing Member

By: \_\_\_\_\_  
Name: Jeffrey M. Wilson  
Its: Officer

[SIGNATURE PAGE TO CONSTRUCTION FUNDING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY**

CITY OF LATHROP  
a municipal corporation of the State of  
California

By: \_\_\_\_\_  
Name: Stephen J. Salvatore  
Its: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Teresa Vargas  
Its: City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Salvador V. Navarrete  
City Attorney

**RDI**

RICHLAND DEVELOPERS, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**RID**

RIVER ISLANDS DEVELOPMENT, LLC  
a California limited liability company

By: \_\_\_\_\_  
Name: Susan Dell'Osso  
Its: Vice President and Secretary

**LMI**

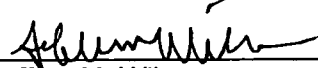
LATHROP MOSSDALE INVESTORS LP, a  
California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SAYBROOK**

SAYBROOK CLSP, LLC  
a California limited liability company

By: Saybrook Fund Investors, LLC  
its Managing Member

By:   
Name: Jeffrey M. Wilson  
Its: Officer

[SIGNATURE PAGE TO CONSTRUCTION FUNDING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY**

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

By: \_\_\_\_\_  
Name: **Stephen J. Salvatore**  
Its: **City Manager**

**ATTEST:**

By: \_\_\_\_\_  
Name: **Teresa Vargas**  
Its: **City Clerk**  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Salvador V. Navarette**  
**City Attorney**

**RDI**

**RICHLAND DEVELOPERS, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Name: **John H. Bray**  
Its: **President**

**RID**

**RIVER ISLANDS DEVELOPMENT, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: **Susan Dell'Osso**  
Its: **Vice President and Secretary**

**LMI**

**LATHROP MOSSDALE INVESTORS LP, a**  
California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SAYBROOK**

**SAYBROOK CLSP, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: **Jeff Wilson**  
Its: **Co-Managing Member**

**EXHIBIT A**

Funded and Unfunded Expansion Costs

(See Attached)

**EXHIBIT A**  
**Funded and Unfunded Expansion Costs**  
 CTF Phase 2 Expansion, City of Lathrop, California

<b>Project Costs:</b>	
LCTF Phase 2 Expansion Costs (Contractor):	\$18,683,208
SCADA costs (Primex):	\$110,890
SCADA costs (PACE):	\$122,982
SCADA costs (City):	\$37,500
10% Contingency for SCADA costs:	\$27,137
Total Construction Costs:	\$18,981,717
Soft Costs:	\$5,500,000
Value of RIPFA Parcel:	\$303,000
Value of Crossroads Parcel:	\$225,000
Total Project Costs:	\$25,009,717

Based on apparent low bidder, see Note b below  
 50% of Primex contract for SCADA (remaining 50% is for the existing facilities, and is paid for by the City)  
 50% of PACE contract for SCADA (remaining 50% is for the existing facilities, and is paid for by the City)  
 50% of City costs for SCADA (remaining 50% is for the existing facilities, and is paid for by the City)  
 Sum of contractor costs plus SCADA costs  
 Appraisal  
 Estimate, assuming about \$90,000 per acre, similar to RIPFA parcel, and 2.5 acres

<b>Other Costs:</b>		
Costs for Reimbursement to Original Consortium for Previous Oversizing:	\$1,533,821	Refer to Exhibit E-1
Costs for Reimbursement to Phase 1 for Previous Oversizing:	\$358,674	Refer to Exhibit E-2
Total of Other Costs:	\$1,892,495	

<b>Unit Costs:</b>		
Full Expansion to 2.5 MGD (\$/gpd):	\$16.67	(\$25.01 million divided by 1.5 million gallons per day)
Unit Cost at 2.1 MGD (\$/gpd):	\$22.74	(\$25.01 million divided by 1.1 million gallons per day)
Overpayment by Phase 2 Group (\$/gpd):	\$6.07	(\$22.74 minus \$16.67)

Developer	Flow Capacity (gpd)	Reserve Capacity (gpd)	% of Expansion	Share of Project Costs	Credit for Land	Share of Reimbursement for Previous Oversizing	Total Cost (Not Including Standby Charges or Costs for Storage and Disposal)	Amount Paid to Date (Funded Expansion Costs)	Amount Due (Unfunded Expansion Costs)	Estimated Standby Charge (1st Year, per unused gpd)
River Islands	652,840	237,396	59.35%	\$14,843,040	\$0	\$1,123,179 (a)	\$15,966,218	\$2,037,017	\$13,929,201	\$0.529
Crossroads (capacity owned by City)	216,000	78,545	19.64%	\$4,910,999	(\$225,000)	\$371,617	\$5,057,616	\$421,113	\$4,636,503	\$0.529
Richland Developers	114,000	41,455	10.36%	\$2,591,916	\$0	\$196,131	\$2,788,047	\$222,254	\$2,565,793	\$0.529
Saybrook	100,000	36,364	9.09%	\$2,273,611	\$0	\$172,045 (a)	\$2,445,656	\$0	\$2,445,656	\$0.529
Lathrop Mossdale Investors	17,160	6,240	1.56%	\$390,152	\$0	\$29,523 (a)	\$419,675	\$33,455	\$386,220	\$0.529
Richland Communities	0	0	0.00%	\$0	\$0	\$0	\$0	\$200,808	(\$200,808)	-
River Islands Public Financing Authority	-	-	-	-	(\$303,000)	-	(\$303,000)	\$0	(\$303,000)	-
<b>Total</b>	<b>1,100,000</b>	<b>400,000</b>	<b>100.00%</b>	<b>\$25,009,717</b>	<b>(\$528,000)</b>	<b>\$1,892,495</b>	<b>\$26,374,212</b>	<b>\$2,914,647</b>	<b>\$23,459,565</b>	<b>-</b>

**Notes:**

- (a) As part of the Original Consortium and/or Phase 1, River Islands, Lathrop Mossdale Investors, and Saybrook will receive shares of the reimbursements, as outlined in Exhibits E-1 and E-2.
- (b) Contractor cost to be paid for the Developers is calculated at 95.98% of \$19,466,370, which is the Contractor bid of \$17,696,700 plus 10% contingency. It was estimated based on the Design Engineer's estimate that 95.98% of the total construction costs was for the plant expansion, and thus would be paid for by the Phase 2 Developers. The remaining 4.02% of the project addresses either decommissioning of the Crossroads facility or repairs or maintenance to the existing CTF facility, and will be paid by the City.

**Abbreviations:**

gpd = gallons per day

MGD = million gallons per day

**EXHIBIT B-1**

Initial Capacity Allocations

(See Attached)

**EXHIBIT B-1**  
**Capacity Allocations**

CTF Phase 2 Expansion, City of Lathrop, California

<b>Developer</b>	<b>Flow Capacity (gpd)</b>	<b>% of Expansion</b>
River Islands	652,840	59.35%
Crossroads (Capacity owned by City)	216,000	19.64%
Richland Developers	114,000	10.36%
Saybrook	100,000	9.09%
Lathrop Mossdale Investors	17,160	1.56%
<b>Total</b>	<b>1,100,000</b>	<b>100.00%</b>

Abbreviations:

gpd = gallons per day



**EXHIBIT B-2**

Standby Charges

(See Attached)

**EXHIBIT B-2**  
**Calculations for Estimated Standby Charges**  
 Consolidated Treatment Facility, City of Lathrop, California

<b>Assumptions:</b>			
Plant Capacity After Expansion:	2.5	mgd	
Sold Capacity After Expansion:	2.1	mgd	
Standby Charge Goes Into Effect:	FY 2017-2018		Assumed Plant Completion in April 2018
Non-Crossroads Flow When Standby Charge In Effect:	0.754	mgd	From Table 4-3 of Draft Rate Study
Crossroads Flow When Standby Charge in Effect:	0.18	mgd	From Richland Projections for December 2017
Total CTF Flow When Standby Charge in Effect:	0.934	mgd	Sum of Non-Crossroads and Crossroads Flow
Flow Share that is Ineligible for Standby Charges:	0.146	mgd	At the time that the first standby district was "sunset", the flow in the treatment plant was approximately 0.604 mgd out of 0.75 mgd capacity. The remaining 0.146 mgd out of the 0.75 mgd is ineligible for standby charges (because of the sunset) even though some portion of it may remain unused.
Wastewater Rate When Standby Charge in Effect	\$79.00	per account per month	From Table 4-6 of Draft Rate Study

<b>Calculations for 2.5 MGD Plant:</b>			
Current Annual Fee for Veolia:	\$950,000		
Estimated Annual Fee for Veolia After Expansion:	\$1,440,612		Veolia Proposal as of mid-May 2016
Additional Expenses for Incremental Increase in Veolia Fee:	\$490,612		(Annual Fee After Expansion) - (Current Annual Fee)
Contingency for Additional Expenses Other Than Veolia Fee	\$49,061		10% contingency to cover expected additional maintenance including SCADA, LAS-3, additional monitoring wells, other off-site infrastructure
Required Revenue from Standby Charge:	\$539,673		(Additional Expenses for Incremental Increase in Veolia Fee) + (Contingency)
Standby Flow:	1,020,000	gpd	(Sold Capacity) - (Total CTF Flow) - (Flow Share Ineligible for Standby Charges). This is equivalent to the unused sold capacity minus the amount of flow calculated above that cannot be assessed standby charges because the first standby district has "sunset".
Standby Charge per gpd:	\$0.529		(Required Standby Revenue) / (Standby Flow)

**EXHIBIT B-2**  
**Calculations for Estimated Standby Charges**

Consolidated Treatment Facility, City of Lathrop, California

<b>Calculations for Standby Overcharge:</b>	
(For this calculation, we first calculate the standby charges for a 2.1 MGD plant, and then compare to the standby charges for a 2.5 MGD plant)	
Current Annual Fee for Veolia:	\$950,000
Estimated Annual Fee for Veolia After Expansion:	\$1,337,454
Additional Expenses for Incremental Increase in Veolia Fee:	\$387,454
Contingency for Additional Expenses Other Than Veolia Fee	\$38,745
Required Revenue from Standby Charge:	\$426,199
Standby Flow:	1,020,000 gpd
Standby Charge per gpd:	\$0.418
Standby "Overcharge" Due to 2.5 MGD Plant Instead of 2.1 MGD Plant (per gpd of sold capacity)	\$0.111
Standby "Overcharge" Due to 2.5 MGD Plant Instead of 2.1 MGD Plant (per gpd of reserve capacity)	\$0.306

<b>Breakeven Point Calculation:</b>	
Other Variable Wastewater Fund Expenditures in 2017-2018:	\$856,000
Incremental Increase in Other Variable Expenditures Per User:	\$238
Monthly Incremental Increase in Other Variable Expenditures per New User	\$19.86
Number of New Users to Break Even:	760
Threshold of Flow From New Users at Which Standby Charge No Longer Needed:	197,707 gpd
Number of New Users to Fill Capacity:	5,769
Percentage of New Users Needed to Break Even:	13%

**EXHIBIT B-2**  
***Calculations for Estimated Standby Charges***  
Consolidated Treatment Facility, City of Lathrop, California

**Notes:**

- (a) The standby calculation assumes that the wastewater rates do not change from those stated in the October 2015 Draft Water and Wastewater Rate Studies, prepared by Municipal Financial Services. These rates apply through the Fiscal Year 2019-2020.
- (b) CTF flows shown in the calculation are based on flows shown in the October 2015 Draft Water and Wastewater Rates, while Crossroads flows are based on values provided from Richland in an email dated 24 April 2016.
- (c) The calculation assumes that Crossroads users holding capacity but not yet flowing will continue to pay standby charges.
- (d) It is assumed that none of the excess fees from the Crossroads funds will be used to offset standby charges.

**EXHIBIT C-1**

Developer Allocations of Reserved Capacity

(See Attached)

**EXHIBIT C-1**  
**Reserve Capacity Allocations**  
 CTF Phase 2 Expansion, City of Lathrop, California

<b>Developer</b>	<b>Reserve Capacity (gpd)</b>	<b>% of Expansion</b>
River Islands	237,396	59.35%
Crossroads (capacity owned by City)	78,545	19.64%
Richland Developers	41,455	10.36%
Saybrook	36,364	9.09%
Lathrop Mossdale Investors	6,240	1.56%
<b>Total</b>	<b>400,000</b>	<b>100.00%</b>

Abbreviations:  
 gpd = gallons per day

**EXHIBIT C-2**

Reserved Capacity Overpayment

(See Attached)

**EXHIBIT C-2**  
**Reserve Capacity Overpayment**  
 CTF Phase 2 Expansion, City of Lathrop, California

<b>Project Costs:</b>	
<b>Total Project Costs:</b>	<b>\$25,009,717</b>
	From Exhibit A

<b>Other Costs:</b>	
Costs for Reimbursement to Original Consortium for Previous Oversizing:	\$1,533,821
Costs for Reimbursement to Phase 1 for Previous Oversizing:	\$358,674
<b>Total of Other Costs:</b>	<b>\$1,892,495</b>

<b>Unit Costs:</b>	
Full Expansion to 2.5 MGD (\$/gallon):	\$16.67
Unit Cost at 2.1 MGD (\$/gallon):	\$22.74
Overpayment by Phase 2 Group (\$/gal):	\$6.07

Developer	Flow Capacity (gpd)	Reserve Capacity (gpd)	% of Expansion	Overpayment of Project Costs (a)	Overpayment for Previous Oversizing	Total Overpayment (Not Including Standby Charge Overpayment)	Estimated Overpayment for Standby Charge (1st Year, per unused gpd)
River Islands	652,840	237,396	59.35%	\$3,960,197	\$1,123,179	\$5,083,376	\$0.111
Crossroads (capacity owned by City)	216,000	78,545	19.64%	\$1,310,279	\$371,617	\$1,681,896	\$0.111
Richland Developers	114,000	41,455	10.36%	\$691,536	\$196,131	\$887,667	\$0.111
Saybrook	100,000	36,364	9.09%	\$606,611	\$172,045	\$778,656	\$0.111
Lathrop Mossdale Investors	17,160	6,240	1.56%	\$104,094	\$29,523	\$133,617	\$0.111
Richland Communities	0	0	0.00%	\$0	\$0	\$0	-
<b>Total</b>	<b>1,100,000</b>	<b>400,000</b>	<b>100.00%</b>	<b>\$6,672,717</b>	<b>\$1,892,495</b>	<b>\$8,565,212</b>	<b>-</b>

<b>Total Payments from Future Developer(s):</b>	
Reimbursement for Phase 2 Group	\$8,565,212
Overpayment:	(not including overpayment for standby charge)
<b>Total Unit Cost (\$/gallon)</b>	<b>\$21.41</b>
<b>Cost for Overpayment for Standby Charge (\$/gallon of reserve capacity)</b>	<b>\$0.306</b>
	(calculated in Exhibit B-2)

**Notes:**  
 (a) Overpayment is equal to unit cost of overpayment (\$6.07 per gallon) multiplied by the flow capacity.  
 (b) All costs are estimated costs based on current costs, which will have to be trued up when final costs are known.

**Abbreviations:**  
 gpd = gallons per day                      MGD = million gallons per day



**EXHIBIT D**

Developer Reimbursement

(See Attached)

**EXHIBIT D**  
**Example Developer Reimbursement**  
 CTF Phase 2 Expansion, City of Lathrop, California

<b>Calculation of Payments from Future Developer(s) to Cover Expansion Costs:</b>	
Total Unit Cost (\$/gallon)	\$21.41 (from Exhibit C-2)
Simple Interest Rate	10% (Example)
Number of Years Since Expansion Costs Paid:	1 (Example)
Unit Cost Including Interest (\$/gallon):	\$23.55

<b>Calculation of Payments from Future Developer(s) to Cover Overpayment of Standby Charges</b>	
Cost for Overpayment for Standby Charge (\$/gallon of reserve capacity)	\$0.306 (from Exhibit B-2)
Simple Interest Rate	10% (Example)
Number of Years Since Standby Charges Paid:	1 (Example)
Unit Cost Including Interest (\$/gallon):	\$0.337

<b>Example Calculations for Standby Charge Reimbursement (see Note a below)</b>						
Developer	Flow Capacity (gpd)	Reserve Capacity (gpd)	Standby Charge Overpayment Rate from Exhibit B-2 (\$/gpd of flow capacity)	Standby Charge Overpayment, assuming no flow used (\$, rounded)	Standby Charge Overpayment Rate from above with interest (\$/gpd of reserve capacity)	Example Reimbursement Due for Overpayment of Standby Charges (\$, rounded)
River Islands	652,840	237,396	\$0.111	\$72,500	\$0.337	\$80,000
Crossroads	216,000	78,545	\$0.111	\$24,000	\$0.337	\$26,500
Richland Developers	114,000	41,455	\$0.111	\$12,700	\$0.337	\$14,000
Saybrook	100,000	36,364	\$0.111	\$11,100	\$0.337	\$12,300
Lathrop Mossdale Investors	17,160	6,240	\$0.111	\$1,900	\$0.337	\$2,100

**Notes:**  
 (a) The calculation is provided for example purposes only, and does not necessarily represent the correct reimbursement amounts, which will depend on the number of homes built and the flow used by each individual developer. The calculation is based on an assumption that the standby flow for each developer is equal to its flow capacity (e.g., the standby flow for River Islands is assumed to be its entire flow capacity of 652,840 gpd). The calculation is for a single year of standby charges, so a similar calculation would be needed for each subsequent year (if any) where standby charges are charged.

**EXHIBIT E-1**

Oversizing Overpayments (0.75 MGD)

(See Attached)

EXHIBIT E-1  
 City of Lathrop  
 Sewer Consortium Reimbursement  
 As of 11/3/2016

Initial 0.75 MGD Plant (.75/.75)												
	Initial Cost	Capacity Served (mgd)	.75 mgd % share	.75 mgd Init share	0.75 Ult cost	0.75 oversizing	Payback from 25 exp	Remaining balance	Payback from 25 Exp	Remaining Balance	Payback from 25 Exp	
Headworks Structure	\$ 220,000	3	25.00%	\$ 220,000	\$ 55,000	\$ 165,000	\$ 59,000	\$ 110,000	\$ 99,000	\$ 11,000	\$ 11,000	
Headworks Equipment	\$ 279,200	1.5	50.00%	\$ 279,200	\$ 139,600	\$ 139,600	\$ 69,800	\$ 69,800	\$ 69,800	\$ -	\$ -	
Storage Pond 3	\$ 1,122,000	3	25.00%	\$ 1,122,000	\$ 280,500	\$ 841,500	\$ 280,500	\$ 561,000	\$ 504,900	\$ 56,100	\$ 56,100	
Storage Pond 3 R/W	\$ 473,976	3	25.00%	\$ 473,976	\$ 118,494	\$ 355,482	\$ 118,494	\$ 236,988	\$ 113,289	\$ 23,699	\$ 23,699	
Waste Sludge Tank	\$ 204,000	1.5	50.00%	\$ 204,000	\$ 102,000	\$ 102,000	\$ 51,000	\$ 51,000	\$ 51,000	\$ -	\$ -	
Sodium Hypochlorite	\$ 112,500	3	25.00%	\$ 112,500	\$ 28,125	\$ 84,375	\$ 28,125	\$ 56,250	\$ 50,625	\$ 5,625	\$ 5,625	
TOTAL	\$ 2,411,676			\$ 2,411,676	\$ 723,719	\$ 1,687,957	\$ 602,919	\$ 1,085,038	\$ 988,614	\$ 96,424	\$ 96,424	
							\$ 859,705	\$ 1,546,403	\$ 1,533,821	\$ 149,305		
							\$ 2,406,107.81	\$ 1,683,126.75				

Inflation 6/2003 thru 7/2013  
 Inflation 7/2013 thru 8/2016

Allocations per second Amendment to Consortium Agreement	gal per day	% of 750kgal	Payback from 25 exp	Remaining balance	Payback from 25 Exp	Remaining Balance
Mickie	25,651	3.42%	\$29,403		\$52,459	\$5,106
Western Pacific	100,001	13.33%	\$114,629		\$204,512	\$19,908
TCN	199,745	26.63%	\$228,962		\$408,498	\$39,764
Lathrop Mossdale	324,628	43.28%	\$372,113		\$663,895	\$64,625
River Islands	99,975	13.33%	\$114,599		\$204,458	\$19,902
	750,000	100.00%	\$ 859,705		\$1,533,821	\$149,305

**EXHIBIT E-2**

Oversizing Overpayments (0.25 MGD)

(See Attached)

EXHIBIT E-2  
 City of Lathrop  
 Sewer Consortium Reimbursement  
 As of 11/3/2016

.25 mgd Expansion (.25/1.0)									
0.25 mgd		0.25 mgd		0.25 mgd		Payback from 1.5 exp.		Remaining Balance	
Init Share	Ult Share	Ult Cost	Ult Cost	Ult Cost	Oversizing	Payback from 1.5 exp.	Remaining Balance	Payback from 1.5 exp	Remaining Balance
\$ 55,000	8.33%	\$ 18,333	\$ 18,333	\$ 36,667		\$ 33,000	\$ 3,667	\$ 3,667	\$ 0
\$ 69,800	16.67%	\$ 46,533	\$ 46,533	\$ 23,267		\$ 23,267	\$ -	\$ -	\$ -
\$ 280,500	8.33%	\$ 93,500	\$ 93,500	\$ 187,000		\$ 168,300	\$ 18,700	\$ 18,700	\$ -
\$ 118,494	8.33%	\$ 39,498	\$ 39,498	\$ 78,996		\$ 71,096	\$ 7,900	\$ 7,900	\$ -
\$ 51,000	16.67%	\$ 34,000	\$ 34,000	\$ 17,000		\$ 17,000	\$ -	\$ -	\$ -
\$ 28,125	8.33%	\$ 9,375	\$ 9,375	\$ 18,750		\$ 16,875	\$ 1,875	\$ 1,875	\$ -
\$ 602,919		\$ 241,240	\$ 241,240	\$ 361,679		\$ 329,538	\$ 32,141	\$ 32,141	\$ 0
TOTAL			\$ 393,656.99	\$ 34,983.02					

Allocations per Greenlight Agreement	gal per day	% of 250 kgal
--------------------------------------	-------------	---------------

McKee	0	0.00%
Western Pacific	0	0.00%
TCN	0	0.00%
Lathrop Mossdale	0	0.00%
River Islands	200,000	80.00%
Saybrook	50,000	20.00%
	250,000	100.00%

## **SCHEDULE 1**

### Funding Agreements

- 1) Funding Agreement between City of Lathrop and Jass Sangha dated March 17, 2015
- 2) Funding Agreement between City of Lathrop and David Lazares and Cynthia Lazares Trust dated March 17, 2015
- 3) Funding Agreement between City of Lathrop and Richland Developers, Inc. dated March 19, 2015, as amended by Amendment to the Funding Agreement dated March 10, 2016, as revised by that certain Partial Assignment between Richland Developers, Inc. to Richland Communities, Inc. dated March 10, 2016
- 4) Funding Agreement between City of Lathrop and River Islands Development, LLC dated March 20, 2015, as amended by Amendment to the Funding Agreement dated March 10, 2016
- 5) Funding Agreement between City of Lathrop and Lathrop Mosssdale Investors LP dated March 20, 2015, as amended by Amendment to the Funding Agreement dated March 10, 2016
- 6) Funding Agreement between City of Lathrop and Ramona Chace, LLC dated March 20, 2015

**SCHEDULE 2**

Withdrawn Developers

Lathrop Gateway Business Park  
Ramona/Chase/Pegasus  
Jass Sangha  
Richland Communities, Inc., a Florida corporation



### **SCHEDULE 3**

#### **Transfer Information**

##### **WASTEWATER CAPACITY TRANSFER CRITERIA**

Any Developer or third party who has acquired wastewater capacity under this Agreement and who wishes to transfer some or all of its wastewater capacity shall apply for the transfer through the City's Public Works Director. The application shall include the following information and be submitted with the requisite fee(s):

1. Name of transferor and proposed transferee.
2. Address and/or APN of the parcel(s) to benefit from the transfer.
3. The number of Equivalent Capacity Units (ECU's) or Interceptor System Units (ISU's) needed.
4. A description of the proposed development in sufficient detail to identify the potential impacts and benefits of the proposed development.
5. A letter from the purchaser committing to obtain a building permit, parcel map or final map with one year from City approval of the transfer, or to sell the units back to the City at the end of one year unless Council approves an alternative time limit. The repurchase price shall be the same as the cost paid by the transferee at the time the transfer took place, less the City's administrative fee.
6. An application fee to cover the cost of staff efforts, including the preparation of staff reports for Council action and a ten percent (10%) deposit toward the cost of the units.
7. An acknowledgement that it is the purchaser's responsibility to provide any sewer line extensions and related facilities necessary to utilize the ECU's or ISU's.

The City's Public Works Director shall consider the following factors in approving or denying a transfer request:

1. Is the request consistent with the City's General Plan?
2. Is the request consistent with the City's Sewer Master Plan?
3. Is the request consistent with the City's Zoning Ordinance?
4. Is the request consistent with any other applicable local, state or federal laws, regulations or ordinances?

Upon receipt of a written request and payment of the appropriate fee(s), the City Engineer will prepare a report for City Council consideration and action. The City Council may approve the request and authorize the City Manager to execute an agreement approved by the City Attorney with the applicant, or deny the request based on the foregoing factors. If the City Council approves a transfer of ECU's or ISU's from one parcel(s) to a different parcel(s), the applicant shall pay all costs to prepare and record an agreement(s) for the transfer. The agreement(s) will be recorded and advise future property owners of the transfer and limitations on future development.

**RECORDING REQUESTED BY, AND**  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

Doc #: 2018-047863  
05/01/2018 08:45:03 AM  
Page: 1 of 22 Fee: \$0  
Steve J. Bestolarides  
San Joaquin County Recorders  
Paid By: SHOWN ON DOCUMENT



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRANSFER AGREEMENT RELATING TO DEVELOPMENT  
AGREEMENT**

**BETWEEN SOUTH LATHROP LAND, LLC., AND  
RICHLAND DEVELOPERS INC., FOR  
THE SOUTH LATHROP SPECIFIC PLAN DEVELOPER  
AGREEMENT, DATED AUGUST 3, 2015, RECORDED ON  
SEPTEMBER 5, 2015, (INSTRUMENT NO. 2015-106926)**

**ADOPTED BY CITY OF LATHROP ORDINANCE NO. 18-390**

**RECORDING REQUESTED BY:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

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(Space Above Line For Recorder's Use Only)

**TRANSFER AGREEMENT RELATING TO DEVELOPMENT AGREEMENT**

This Transfer Agreement Relating To Development Agreement (“**Transfer Agreement**”) is made this 2nd day of March, 2018, by SOUTH LATHROP LAND, L.L.C., a Delaware limited liability company (“**Assignee**”), and RICHLAND DEVELOPER'S INC., a Delaware corporation (“**Assignor**”) with reference to the following recitals.

**RECITALS**

- A. Substantially concurrently with the recordation of this Transfer Agreement, Assignor has conveyed to Assignee that certain real property described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”).
- B. Assignor, as “Seller” and Assignee, as “Buyer” entered into that certain Agreement of Purchase and Sale of Option and Escrow Instructions dated as of February 28, 2018 pursuant to which Assignor has agreed to transfer and assign an option to purchase the Property to Assignee, and Assignee will substantially concurrently obtain fee title (the “**Purchase Agreement**”). Escrow is expected to close on March 2, 2018.
- C. Assignor is a party to that certain Annexation Agreement and Separate Development Agreement by and between The City of Lathrop (“**City**”) and Richland Developers, Inc. relating to The South Lathrop Specific Plan dated August 3, 2015, which was recorded on September 2, 2015 as Instrument No. 2015-106926 (the “**Development Agreement**”).
- D. Assignor and Assignee acknowledge that the Ancillary Properties referenced in the Development Agreement were never annexed into the City, were personal to Assignor, and have been sold by Assignor.
- E. Pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to assume all of Assignor's rights, duties and obligations under the Development Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals of fact set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

2. Assignment to and Assumption by Assignee. Effective as of the date that Assignee acquires fee title to the Property, Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby expressly and unconditionally assumes all the rights, duties and obligations of Assignor under the Development Agreement, including, without limitation, all of the general rights, duties and obligations of Assignor under the Development Agreement for the development of the Property. Assignee agrees to observe and fully perform all of Assignor's obligations under the Development Agreement, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Transfer Agreement, Assignee shall become substituted for Assignor as "Richland" under the Development Agreement. Notwithstanding the foregoing, this Transfer Agreement shall not apply to, and Assignor shall retain, any and all rights in and to, any refunds, reimbursements or credits of any kind or character applicable to work performed or sums paid prior to the effective date of this Transfer Agreement.

3. Release of Assignor. Pursuant to Section 13.02.2 of the Development Agreement, Assignor shall be free from any and all liabilities accruing on or after the date hereof with respect to the Development Agreement. No breach or default under this Transfer Agreement or the Development Agreement by Assignee shall be attributed to Assignor. For purposes of this Transfer Agreement, the "Release Provisions" shall be all Rights and Obligations of Assignor under the Development Agreement that arise from and after the date that Assignee acquires fee title to the Property.

4. Assignee's Acknowledgment. Assignee hereby agrees and acknowledges that Assignee has had full opportunity to read and review the Development Agreement and is familiar with the rights and obligations under the Development Agreement.

5. Notices. Pursuant to Section 15.09 of the Development Agreement, from and after the date hereof, notices for Richland shall be addressed as follows:

If to RDI:

South Lathrop, LLC  
527 W 7th Street, Suite 308  
Los Angeles, CA 90014  
Attn: Philip J. Prassas  
Email: [pprassas@chindustrial.com](mailto:pprassas@chindustrial.com)

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606  
Attn: Mark J. Beaubien  
Facsimile: (312) 984-3150  
Email: [mark.beaubien@bfkn.com](mailto:mark.beaubien@bfkn.com)

6. Termination. This Transfer Agreement shall be of no force and effect unless Assignee acquires fee title to the Property on or before June 1, 2018.

7. Governing Law. This Transfer Agreement is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be in San Joaquin County.

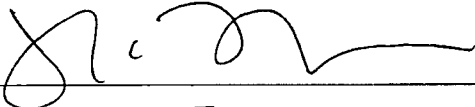
8. Binding Effect. This Transfer Agreement shall apply to, bind, and inure to benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

9. Counterparts. This Transfer Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

**IN WITNESS WHEREOF**, this Transfer Agreement has been executed as of the date first above written.

**ASSIGNOR**

RICHLAND DEVELOPERS, INC.,  
a Delaware corporation

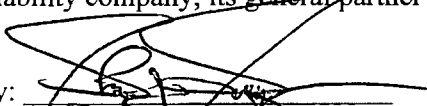
By:   
Name: **John C. Troutman**  
**Vice President**  
Title: \_\_\_\_\_

**ASSIGNEE**

SOUTH LATHROP LAND, L.L.C., a Delaware limited liability company

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership,  
its managing member

By: CHI LTH GP, L.L.C., a Delaware limited liability company, its ~~general~~ partner

By:   
Name: Michael J. Trastus  
Title: VP

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

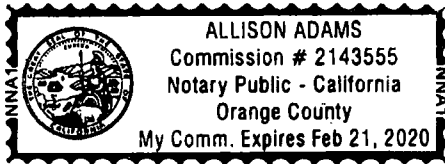
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On March 1, 2018 before me, Allison Adams, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared John C. Troutman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

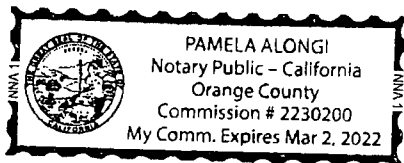
State of California

County of Orange

On March 1, 2018 before me, Pamela Alongi, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Philip J. Prassas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Transfer Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_


Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

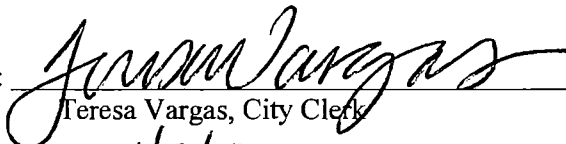
**CITY'S CONSENT TO ASSIGN**

Pursuant to Section 13.02.2 of the Development Agreement, the City of Lathrop hereby consents to the Transfer Agreement and acknowledges that Assignor/Richland, having satisfied the conditions to the release set forth in Section 13.02.2 of the Development Agreement, shall be released from its obligations under the Development Agreement.


**CITY OF LATHROP,**  
a California municipal law corporation

By:   
Name: Sonny Dhaliwal  
Title: Mayor of City of Lathrop  
Dated: 4/9/18

**ATTEST:**

By:   
Teresa Vargas, City Clerk  
Dated: 4/9/18

**APPROVED AS TO LEGAL FORM:**

By:   
Salvador Navarrete, City Attorney  
Dated: 3-27-18



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

On April 9, 2018 before me, Teresa Vargas, Notary Public

Date

Here, Insert Name and Title of the Officer

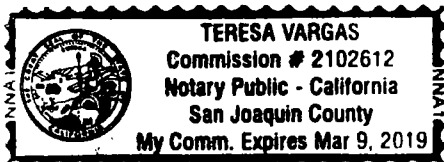
personally appeared Sonny Dhalinai

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa Vargas  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Transfer Agreement for SLSP DA No. 2015-106926 Document Date: 3/2/18

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: Mayor of

City of Lodi

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

APN 191-270-24 and 191-270-26

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Joaquin, State of California,  
described as follows:

A PORTION OF SECTIONS 14, 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST,  
MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD FEBRUARY 19,  
2004 IN BOOK 23 OF PARCEL MAPS, PAGE 9, SAN JOAQUIN COUNTY RECORDS.

APN 191-270-24 and 191-270-26

APN 191-270-11, 191-270-32 and 191-270-33

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 30, 2004 IN BOOK 23 OF PARCEL MAPS AT PAGE 91, SAN JOAQUIN COUNTY RECORDS,

TOGETHER WITH ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 23 OF PARCEL MAPS AT PAGE 91, SAN JOAQUIN RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 2 AS SHOWN ON THE ABOVE MENTIONED PARCEL MAP, THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 00°00'43" WEST 1261.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 89°59'17" WEST 284.91 FEET;

THENCE LEAVING SAID SOUTHERLY LINE AND ENTERING SAID PARCEL 2, THE FOLLOWING FIVE (5) COURSES:

1. NORTH 00°00'43" EAST 721.00 FEET;
2. SOUTH 89°59'17" EAST 18.00 FEET;
3. NORTH 00°00'43" EAST 116.25 FEET;
4. NORTH 89°59'17" WEST 18.00 FEET;
5. NORTH 00°00'43" EAST 424.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°56'35" EAST 284.91 FEET, TO THE TRUE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE/BOUNDARY LINE ADJUSTMENT, CERTIFICATE NO. PA-0800041, RECORDED MARCH 28, 2008, AS INSTRUMENT NO. 2008-050423 OF OFFICIAL RECORDS.

APN 191-270-11, 191-270-32 and 191-270-33

APN 191-280-09 AND 191-280-10

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

PARCEL ONE (APN 191-280-09):

A TRACT OF LAND SITUATED IN SECTION NINE (9) AND TEN (10), TOWNSHIP ONE (1) SOUTH, RANGE SIX (6) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT FENCE CORNER AT THE NORTHEAST CORNER OF THE BRANDT RANCH, SAID PIPE BEING IN THE WEST LINE OF LOT LINE NINE (9) OF SHIPPEE FRENCH CAMP TRACT, AND 12.25 CHAINS NORTH OF THE CENTER OF SAID SECTION 10; THENCE DUE WEST ALONG FENCE ON THE NORTH LINE OF THE BRANDT PROPERTY, 456.5 FEET TO AN IRON PIPE IN THE SOUTHERLY LINE OF COUNTY ROAD, KNOWN AS ROBERTS ISLAND ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD AS FOLLOWS:

SOUTH 53°10' WEST, 50.04 FEET TO AN IRON PIPE; DUE WEST 1460.55 FEET TO AN IRON PIPE AT THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUE ALONG THE SOUTH LINE OF COUNTY ROAD, DUE WEST 1310.0 FEET TO AN IRON PIPE; THENCE SOUTH 01°45' EAST, 3417.0 FEET TO AN IRON PIPE IN THE SOUTH LINE OF THE BRANDT PROPERTY; THENCE SOUTH 89°45'30" EAST ALONG THE SOUTH LINE OF BRANDT PROPERTY, 1310.2 FEET TO AN IRON PIPE; THENCE NORTH 1°45' WEST, 3422.5 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MARCH 17, 1967 IN VOL. 3111 OF OFFICIAL RECORDS, PAGE 215 SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO (APN 191-280-09):

A TRACT OF LAND SITUATED IN SECTION NINE (9), TOWNSHIP ONE (1) SOUTH, RANGE SIX (6) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT FENCE CORNER AT THE NORTHEAST CORNER OF THE BRANDT RANCH, SAID IRON PIPE BEING IN THE WEST LINE OF LOT NINE (9) OF SHIPPEE FRENCH CAMP TRACT AND 12.25 CHAINS NORTH OF THE CENTER OF SECTION TEN (10), SAID TOWNSHIP AND RANGE; THENCE DUE WEST ALONG FENCE ON THE NORTH LINE OF THE BRANDT RANCH, 456.5 FEET TO AN IRON PIPE IN THE SOUTHERLY LINE OF COUNTY ROAD, KNOWN AS THE ROBERTS ISLAND ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD AS FOLLOWS:

SOUTH 53°10' WEST, 50.04 FEET TO AN IRON PIPE, DUE WEST 2770.55 FEET TO AN IRON PIPE; THENCE LEAVING ROAD, SOUTH 01°45' EAST, 1153.0 FEET TO AN IRON PIPE AT PROPERTY CORNER; THENCE CONTINUE SOUTH 1°45' EAST, 1168.2 FEET TO AN IRON PIPE AT THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE

CONTINUE SOUTH 01°45' EAST 1095.8 FEET TO AN IRON PIPE IN THE SOUTH LINE OF THE BRANDT PROPERTY; THENCE ALONG THE SOUTH LINE OF THE BRANDT PROPERTY, NORTH 89°45'30" WEST, 2269 FEET TO THE RIGHT BANK OF THE SAN JOAQUIN RIVER; THENCE DOWNSTREAM ALONG THE RIGHT BANK OF THE SAN JOAQUIN RIVER AS FOLLOWS:

NORTH 01°45' EAST, 382 FEET; NORTH 53°10' EAST, 340 FEET; NORTH 40°30' EAST, 495 FEET; NORTH 20°10' EAST, 136.7 FEET; THENCE LEAVING THE RIVER DUE EAST 1572.3 FEET TO THE TRUE POINT OF BEGINNING.

APN 191-280-09 AND 191-280-10

APN 191-280-11

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California,  
described as follows:

A PORTION IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE  
AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT FENCE CORNER AT THE NORTHEAST CORNER OF  
THE BRANDT RANCH, SAID IRON PIPE BEING IN THE WEST LINE OF LOT 9 OF SHIPPEE  
FRENCH CAMP TRACT, AND 12.25 CHAINS NORTH OF THE CENTER OF SECTION 10, SAID  
TOWNSHIP AND RANGE; THENCE DUE WEST ALONG FENCE ON THE NORTH LINE OF  
BRANDT RANCH,  
456.5 FEET TO AN IRON PIPE IN THE SOUTHERLY LINE OF COUNTY ROAD KNOWN AS THE  
ROBERTS ISLAND ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD AS  
FOLLOWS: SOUTH 53° 10' WEST, 50.04 FEET TO AN IRON PIPE; DUE WEST 2770.55 FEET TO  
AN IRON PIPE; THENCE LEAVING ROAD, SOUTH 1° 45' EAST, 1153 FEET TO AN IRON PIPE AT  
THE TRUE POINT OF BEGINNING OF THE FOLLOWING AND WITHIN DESCRIBED 40.585  
ACRE TRACT OF LAND; THENCE CONTINUE SOUTH 1° 45' EAST, 1168.2 FEET TO AN IRON  
PIPE; THENCE DUE WEST 1572.3 FEET TO THE RIGHT BANK OF THE SAN JOAQUIN RIVER;  
THENCE DOWNSTREAM ALONG THE RIGHT BANK OF THE SAN JOAQUIN RIVER, AS  
FOLLOWS: NORTH 25° 10' EAST, 306.8 FEET; NORTH 2° 15' EAST, 210 FEET; NORTH 33° 05'  
EAST, 210 FEET; NORTH 33° 05' WEST, 207 FEET; NORTH 56° 25 ' WEST, 236 FEET TO  
PROPERTY CORNER; THENCE ALONG PROPERTY LINE, AS FOLLOWS: NORTH 40° 23' EAST,  
494 FEET TO AN IRON PIPE; DUE EAST 1387.65 FEET TO THE TRUE POINT OF BEGINNING.

APN 191-280-11

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

THAT CERTAIN REAL PROPERTY SITUATED IN SECTIONS (3) AND G OF C. M. WEBER GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL AXLE AT THE SOUTHWEST CORNER OF SAID C. M. WEBER GRANT; THENCE NORTH 89°23' EAST ALONG THE SOUTH LINE OF SAID C. M. WEBER GRANT, BEING THE SOUTH LINE OF BRIGGS PROPERTY, 4004.07 FEET TO A STEEL AXLE AT THE SOUTHWEST CORNER OF PETERS, 41.56 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOL. 592 OF OFFICIAL RECORDS, PAGE 341; THENCE ALONG THE WEST LINE OF SAID PETERS PROPERTY, NORTH 0°37' WEST, 1191.8 FEET TO A STEEL AXLE AT THE NORTHWEST CORNER OF SAID 41.56 ACRE TRACT; THENCE SOUTH 89°52'15" WEST, 691.05 FEET TO A POINT DESIGNATED A; THENCE NORTH 0°07'45" WEST, 50 FEET TO A POINT IN THE SOUTH LINE OF THE STUART 60 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOL. 506 OF OFFICIAL RECORDS, PAGE 489; THENCE ALONG THE SOUTH LINE OF STUART PROPERTY, SOUTH 89°52'15" WEST, 1607.48 FEET TO THE SOUTHWEST CORNER OF THE STUART 5 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOL. 531 OF OFFICIAL RECORDS, PAGE 332; THENCE ALONG THE WEST LINE OF SAID 5 ACRE TRACT, NORTH 0°07'45" WEST, 557.77 FEET TO THE NORTHWEST CORNER OF SAID 5 ACRE TRACT; THENCE ALONG BOUNDARY LINE OF ABOVE MENTIONED STUART 60 ACRE TRACT, SOUTH 89°52'15" WEST, 1753.02 FEET TO A CORNER OF SAID 60 ACRE TRACT IN THE WEST LINE OF SAID C. M. WEBER GRANT; THENCE ALONG THE WEST LINE OF SAID C. M. WEBER GRANT, SOUTH 1°56' EAST, 1834.5 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN DEED TO ROSAURO A. DACLAN AND PAULA D. DACLAN, HIS WIFE, RECORDED JANUARY 22, 1952 IN VOL. 1389 OF OFFICIAL RECORDS, PAGE 359, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION G OF C. M. WEBER'S GRANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION G OF SAID WEBER GRANT; THENCE NORTH 1°56' WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1834.5 FEET TO THE SOUTHWEST CORNER OF THE STUART 60 ACRE TRACT, RECORDED NOVEMBER 6, 1935 IN VOL. 506 OF OFFICIAL RECORDS, PAGE 489; THENCE SOUTH 89°30' EAST ALONG THE SOUTH LINE OF SAID 60 ACRE TRACT, A DISTANCE OF 1753.02 FEET TO THE NORTHWEST CORNER OF THE STUART 5 ACRES TRACT, DESCRIBED IN DEED RECORDED JUNE 5, 1936 IN VOL. 531 OF OFFICIAL RECORDS, PAGE 332; THENCE SOUTH 0°07'45" WEST ALONG THE WEST LINE OF SAID 5 ACRE TRACT AND SAID WEST LINE PROJECTED SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID WEBER GRANT; THENCE WEST ALONG THE SOUTH LINE OF SAID WEBER GRANT TO THE POINT OF BEGINNING.

APN 193-340-03

APN 241-020-70

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

A PORTION OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE CENTRAL PACIFIC RAILWAY COMPANY WITH THE QUARTER SECTION LINE NORTH AND SOUTH THROUGH SAID SECTION 3; THENCE RUNNING SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE INTERSECTION OF THE EAST LINE OF THE MOSSDALE ROAD PRODUCED TO MEET THE SAME; BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUNNING SOUTH TO THE SOUTH LINE OF SECTION 3; THENCE WEST TO THE RIGHT BANK OF THE SAN JOAQUIN RIVER; THENCE FOLLOWING THE MEANDERS OF SAID RIVER DOWNSTREAM TO ITS INTERSECTION WITH THE EAST LINE OF THE MOSSDALE ROAD; THENCE FOLLOWING SAID LINE OF ROAD NORTHEASTERLY TO ITS INTERSECTION WITH THE SOUTH LINE OF THE RIGHT OF WAY OF CENTRAL PACIFIC RAILWAY COMPANY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A 100 FOOT STRIP OF LAND CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED APRIL 17, 1925 IN BOOK OF OFFICIAL RECORDS, BOOK 67, PAGE 375, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE FOLLOWING DESCRIBED REAL PROPERTY LYING EAST OF THE EAST LINE OF THE OLD MOSSDALE ROAD AND NORTH OF THE NORTH LINE OF THE NEW STATE HIGHWAY:

COMMENCING AT A POINT 50 FEET SOUTH OF INTERSECTION OF CENTER LINE OF CENTRAL PACIFIC RAILWAY RIGHT OF WAY WITH THE ONE-HALF SECTION LINE RUNNING NORTH AND SOUTH THROUGH SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE RUNNING SOUTH ALONG SAID ONE-HALF SECTION LINE TO THE SOUTH LINE OF SAID SECTION 3; THENCE WEST ALONG THE SOUTH LINE OF SECTION 3 TO THE RIGHT BANK OF SAN JOAQUIN RIVER; THENCE FOLLOWING THE MEANDERINGS OF SAID RIVER DOWNSTREAM TO ITS INTERSECTION WITH THE EAST LINE OF OLD MOSSDALE ROAD; THENCE ALONG THE EAST LINE OF SAID OLD MOSSDALE ROAD NORTHEASTERLY TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 50 FEET SOUTH OF THE CENTER LINE OF CENTRAL PACIFIC RAILWAY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID LINE PARALLEL WITH AND 50 FEET SOUTH OF THE CENTER LINE OF THE CENTRAL PACIFIC RAILWAY RIGHT OF WAY TO THE POINT OF COMMENCEMENT AND BEING A PORTION OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE 400 FOOT CONGRESSIONAL GRANT OF CENTRAL PACIFIC RAILWAY COMPANY.



ALSO EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED AUGUST 16, 1928 IN BOOK OF OFFICIAL RECORDS, BOOK 247, PAGE 165, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED OCTOBER 11, 1955 IN BOOK OF OFFICIAL

RECORDS, BOOK 1797, PAGE 536, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED JANUARY 8, 1945 IN BOOK OF OFFICIAL RECORDS, BOOK 907, PAGE 334, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED APRIL 17, 1969 IN BOOK OF OFFICIAL RECORDS, BOOK 3297, PAGE 147, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO RECLAMATION DISTRICT NO. 17, A PUBLIC AGENCY BY DEED RECORDED APRIL 22, 2010 AS INSTRUMENT NO. 2010055050 OF OFFICIAL RECORDS, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING ANY PORTION OF THE LAND WITHIN THE NATURAL BED OF THE SAN JOAQUIN RIVER AND ITS TRIBUTARIES BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE RIVERBED.

APN 241-020-70

APN 241-030-13

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

### PARCEL ONE:

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE ONE-HALF SECTION LINE, 6.44 CHAINS WEST OF THE QUARTER SECTION CORNER OF THE EAST SIDE OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH ALONG A FENCE AND 6.44 CHAINS WEST OF THE SECTION LINE TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE ONE-HALF SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE CENTER OF SECTION 3, SAID TOWNSHIP AND RANGE; THENCE SOUTH TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 3 AND 10, SAID TOWNSHIP AND RANGE; THENCE WEST ALONG THE QUARTER SECTION LINE TO THE EASTERLY BANK OF THE SAN JOAQUIN RIVER; THENCE MEANDERING THE EASTERLY BANK OF SAID RIVER UPSTREAM TO WALTHALL SLOUGH; THENCE UP SAID SLOUGH TO A POINT 15.37 CHAINS WEST OF THE EAST LINE OF SECTION 10, SAID TOWNSHIP AND RANGE; THENCE NORTH PARALLEL TO SAID SECTION LINE, TO THE QUARTER SECTION LINE, EAST AND WEST THROUGH THE CENTER OF SAID SECTION 10; THENCE EAST TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THAT CERTAIN STRIP OF LAND CONTAINING 7.57 ACRES, CONVEYED BY ANGEL LITCHFIELD TO ALAMEDA AND SAN JOAQUIN RAILROAD COMPANY BY DEED DATED AUGUST 31, 1885, FILED FOR RECORD IN BOOK "A" OF DEEDS, VOL. 87, PAGE 474, SAN JOAQUIN COUNTY RECORDS.

ALSO SAVING AND EXCEPTING THEREFROM THAT CERTAIN PIECE OF LAND 100 BY 150 FEET, CONVEYED BY ANGEL LITCHFIELD TO RECLAMATION DISTRICT NO. 17, BY DEED DATED FEBRUARY 9, 1909, FILED FOR RECORD IN BOOK "A" OF DEEDS, VOL. 173, PAGE 470, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 5, 1955 IN BOOK 1796 OF OFFICIAL RECORDS, PAGE 30, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO ROBERT H. BROWN, ET UX, RECORDED JUNE 4, 1964 IN BOOK 2829 OF OFFICIAL RECORDS, PAGE 434, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED AUGUST 19, 1974 IN BOOK 3903 OF OFFICIAL RECORDS, PAGE 106, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED IN THE GRANT

DEED TO RECLAMATION DISTRICT NO. 17, A PUBLIC AGENCY RECORDED APRIL 22, 2010 AS INSTRUMENT NO. 2010-055046 OF OFFICIAL RECORDS.

PARCEL TWO:

AN EASEMENT 20 FEET IN WIDTH FOR DRAINAGE PURPOSES OVER A PORTION OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD RIGHT OF WAY, AT THE EASTERLY END OF A STEEL BRIDGE ACROSS THE SAN JOAQUIN RIVER; RUNNING THENCE ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 68°49' EAST 350 FEET; THENCE SOUTH 23°11' EAST 50 FEET TO A POINT IN THE SOUTHERLY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, SAID POINT BEING IN THE CENTERLINE OF A DRAINAGE CANAL AND ALSO BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING ALONG THE CENTERLINE OF SAID DRAINAGE CANAL SOUTH 23°11' EAST, 238 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF A DRAINAGE CANAL RUNNING IN A GENERALLY NORTHWESTERLY DIRECTION; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE CANAL RUNNING IN A NORTHWESTERLY DIRECTION ON THE FOLLOWING TWO COURSES:

1. NORTH 62°09'41" WEST 190 FEET;
2. NORTH 78°26'34" WEST 29.00 FEET TO THE WESTERLY END OF A CONCRETE INTAKE STRUCTURE; THENCE SOUTH 66°49' WEST 235 FEET, MORE OR LESS, TO THE EASTERLY BANK OF THE SAN JOAQUIN RIVER, AS RESERVED IN DEED TO ROBERT B. BROWN, ET UX, RECORDED JUNE 4, 1964 IN BOOK 2829 OF OFFICIAL RECORDS, PAGE 434, SAN JOAQUIN COUNTY RECORDS.

APN: 241-030-13

APN 241-410-02

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California,  
described as follows:

A PORTION OF THE WEST 1/2 OF SECTION 2 AND A PORTION OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY RT. 120, SAID POINT BEING A CONCRETE MONUMENT MARKING THE WEST LINE OF MCALPIN PROPERTY AS DESCRIBED IN DEED RECORDED JULY 7, 1954 IN BOOK 1648, PAGE 424; THENCE SOUTH 0 DEGREES 18 MINUTES WEST, ALONG SAID WEST LINE, A DISTANCE OF 1438 FEET; THENCE DUE EAST A DISTANCE OF 25 FEET TO THE NORTHWEST CORNER OF PROPERTY AS DESCRIBED IN DEED TO TRACEY E. DALE, ET UX, RECORDED IN BOOK 2788 PAGE 514; THENCE NORTH 84 DEGREES 30 MINUTES 52 SECONDS EAST, ALONG THE SOUTH LINE OF PROPERTY AS DESCRIBED IN DEED TO RUTH REHAK, RECORDED NOVEMBER 18, 1966 IN BOOK 3088, PAGE 198, OFFICIAL RECORDS, A DISTANCE OF 636 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL:

THENCE CONTINUE NORTH 84 DEGREES 30 MINUTES 52 SECONDS EAST, A DISTANCE OF 430.52 FEET TO THE EAST LINE OF PROPERTY DESCRIBED AS THE —NORTH PARCEL“ IN THE INTERLOCUTORY JUDGMENT OF DIVORCE, RECORDED JUNE 16, 1966 IN BOOK 3057, PAGE 206; THENCE NORTH 4 DEGREES 08 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF SAID —NORTH PARCEL“, A DISTANCE OF 1655.57 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF STATE HIGHWAY RT. 120; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID HIGHWAY A DISTANCE OF 411 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SAID REHEK PROPERTY; A DISTANCE OF 500 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID HIGHWAY 120, TO THE EASTERLY LINE OF REHEK PROPERTY; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID REHAK PARCEL TO THE TRUE POINT OF BEGINNING EXCEPT THEREFROM THAT PORTION DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 21, 1977, IN BOOK 4274, PAGE 697, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM PARCELS A AND B AS SHOWN ON PARCEL MAP FILED JANUARY 10, 1978 IN BOOK 5 OF PARCEL MAPS, AT PAGE 120, SAN JOAQUIN COUNTY RECORDS.

APN 241-410-02

APN 241-410-03

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California,  
described as follows:

PARCEL ONE:

PARCEL A, AS SHOWN ON PARCEL MAP FILED OCTOBER 31, 1980 IN VOL. 9 OF PARCEL  
MAPS, PAGE 173, SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING  
DESCRIBED PROPERTY:

A PORTION OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE  
AND MERIDIAN, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET WIDE, THE WEST LINE THEREOF BEING DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY  
ROUTE 120, SAID POINT BEING A CONCRETE MONUMENT MARKING THE WEST LINE OF  
THE MCALPIN PROPERTY; THENCE SOUTH 0°18' WEST ALONG THE WEST LINE OF SAID  
MCALPIN PROPERTY A DISTANCE OF 1961 FEET TO A POINT ON THE NORTH LINE OF THE  
DESCRIBED IN DEED TO JAMES ROBERT POWELL, ET UX, RECORDED SEPTEMBER 19, 1967  
IN BOOK 3153 OF OFFICIAL RECORDS, PAGE 465, AND BEING THE TERMINATION POINT OF  
SAID LINE.

EXCEPT THEREFROM THAT PORTION OF PROPERTY AS DESCRIBED IN THE FINAL  
ORDER OF CONDEMNATION RECORDED AUGUST 16, 1977 IN BOOK 4295 OF OFFICIAL  
RECORDS, PAGE  
676.

APN: 241-410-030-000

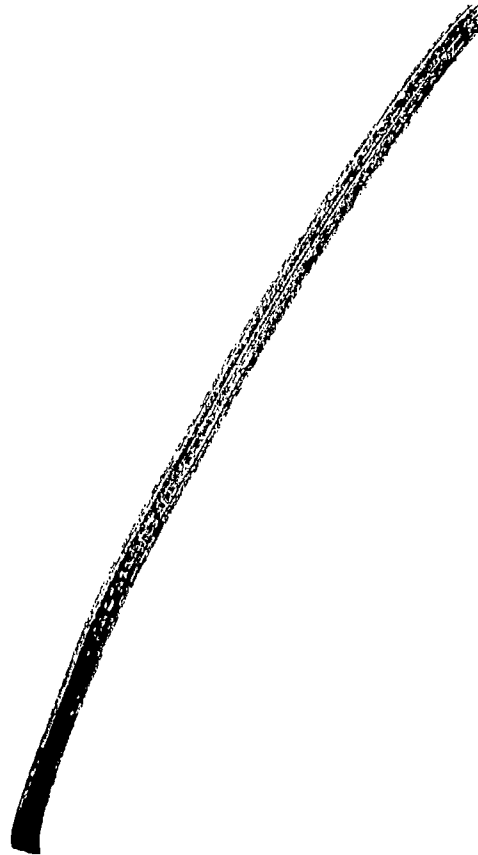
APN 241-410-06

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

PARCEL C, AS SHOWN ON PARCEL MAP FILED DECEMBER 28, 1977 IN BOOK 5 OF PARCEL MAPS, PAGE 105, SAN JOAQUIN COUNTY RECORDS.

APN 241-410-06



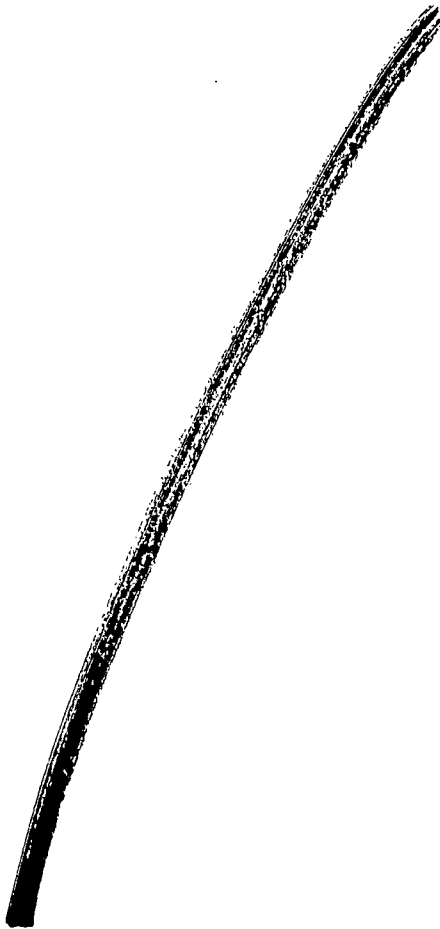
APN 241-410-07

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Joaquin, State of California,  
described as follows:

PARCEL B, AS SHOWN ON PARCEL MAP FILED OCTOBER 31, 1980 IN VOL. 9 OF  
PARCEL MAPS, PAGE 173, SAN JOAQUIN COUNTY RECORDS.

APN 241-410-07



**Reallocation of Wastewater (Sewer) Capacity from South Lathrop Land, LLC to City of Lathrop**

September 11, 2023

**Total Initial Balance**<sup>1</sup>      114,000      gpd

<b>New Development</b>		<b>Allocation</b>	<b>Allocation No.</b>	<b>gpd/Acre</b> <sup>2,3</sup>	<b>Remaining Capacity</b>
SLSP Parcels (225.21 Acres)		79,950	2018-01	355	0
<i>Remaining Capacity Not Allocated</i>		34,050	2018-01	355	34,050
<b>Total Capacity (Not including Reserve Capacity)</b>		<b>114,000</b>	<b>2018-01</b>	<b>355</b>	<b>34,050</b>

<u>Reserve Sewer Treatment Capacity</u>		41,455	<u>Allocation No.</u>	<u>gpd</u>	<u>Remaining Reserve Capacity</u>
Transferred to the City of Lathrop for Saybrook		41,455	2020-01	41455	0
<b>Remaining Reserve Capacity</b>		<b>0</b>			

<u>Remaining Capacity Not Allocated</u>		34,050	<u>Allocation No.</u>	<u>gpd</u>	<u>Remaining Capacity</u>
Transferred to City of Lathrop for DR Horton		17,100	2023-01	17100	16,950
<b>Remaining Capacity Not Allocated after DR Horton purchase</b>		<b>16,950</b>			

<b>Assessor Parcel Number (APN)</b>	<b>Property Owner</b>	<b>Parcel Map 17-01 Parcel Number</b>	<b>Acres</b>	<b>Sewer Treatment &amp; Disposal Allocated to parcel (gpd)<sup>2</sup></b>	<b>Allocation No.</b>	<b>gpd</b>
241-030-46,47&48	South Lathrop Land, LLC	Parcel 1	26.08	9,258	2023-02	16,950
241-030-16	BentallGreen Oak	Parcel 2	49.62	17,615		
241-030-45	South Lathrop Land, LLC	Parcel 3	51.46	18,268		
241-030-18	TriPoint Building 3, LLC	Parcel 4	44.72	15,876		
241-030-19	South Lathrop Land, LLC	Parcel 5	15.20	5,396		
241-030-20	TriPoint Building 5, LLC	Parcel 6	12.50	4,438		
241-030-21	TriPoint Building 6, LLC	Parcel 7	9.44	3,351		
241-030-22	TriPoint Building 7, LLC	Parcel 8	6.90	2,450		
241-030-23	South Lathrop Land, LLC	Parcel 9	9.29	3,298		
<b>Totals</b>			<b>225.21</b>	<b>79,950</b>		

<b>Remaining Capacity</b>	South Lathrop Land, LLC	<b>16,950</b>			
---------------------------	-------------------------	---------------	--	--	--

<b>Total South Lathrop Land Capacity</b>		<b>0</b>
<b>Total Unallocated Remaining Capacity</b>		<b>0</b>

**Notes:**

- Capacity per Exhibit B-1 of CTF Phase 2 Expansion Design and Construction Agreement dated 11-21-16, transferred to South Lathrop
- Original quantity allocated with Parcel Map 17-01 - quantity is being reduced, see next page
- Per Draft Master Plan dated January 2018
- Sale to DR Horton
- Sale to Saybrook





**Allocation of Wastewater (Sewer) Capacity form City of Lathrop to Saybrook, LLC**

	<b><u>Allocation</u></b>		<b><u>Storage &amp; Disposal</u></b>	
	<b><u>GPD</u></b>	<b><u>gpd</u></b>	<b><u>Allocation No.</u></b>	<b><u>Allocation Date</u></b>
<b><u>Beginning Balance</u></b>	33,150	gpd		
<b><u>Lot 4 Tract 3533</u></b>	33,150	gpd	CLSP S&D 2023-04	September 11, 2023
<b><u>Remaining Capacity</u></b>	0	gpd		
			GPD/Unit	Acreage/Units
			170	195

**Notes:**

- 1) Treatment Capacity is being purchased from City via Wastewater Capacity Transfer Agreement dated 9-11-23 between City, South Lathrop Land, and Saybrook
- 2) Beginning balance per Allocation of Capacity per Wastewater Capacity Transfer Agreement dated 9-11-23 between City, South Lathrop Land, and Saybrook

**Authorized by:**

**City of Lathrop**

**Grantor: Lathrop Land Acquisition, LLC**

**By: Saybrook Fund Investors, LLC,**

**Its managing member**

Brad Taylor, City Engineer

Date

Jeffrey M. Wilson, Officer

Date

Carl James, Director of Finance

Date

## ITEM 4.15

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

**ITEM:** **APPROVE AMENDMENT NO. 1 WITH DOKKEN ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD REALIGNMENT AT ROTH ROAD, CIP PS 14-04**

**RECOMMENDATION:** **Adopt Resolution Approving Amendment No. 1 with Dokken Engineering for Professional Engineering Services for the Harlan Road Realignment at Roth Road, CIP PS 14-04**

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#### **SUMMARY:**

The City of Lathrop contracted with Dokken Engineering (Dokken) to provide professional and technical engineering services for the Harlan Road Realignment at Roth Road, Capital Improvement Project (CIP) PS 14-04 (Project). The original scope of work included the preparation of a precise plan line for Harlan Road, and completion of environmental, design, and right-of-way acquisition phases.

The use of retention basins was analyzed during environmental and preliminary designs to manage the Project's stormwater runoff. However, after further evaluation of the storm drainage system in the Project vicinity, the City has elected for the installation of a new storm drain trunk line along Harlan Road (Trunk Line). The Trunk Line will serve as the backbone for future developments and roadway improvements, eliminate basin maintenance costs and reduce right-of-way impacts.

Amendment No. 1 (Attachment B) is needed to perform additional services, including the design of the Trunk Line and the corresponding environmental, permitting and final contract documents to complete the design and right-of-way acquisition phases.

Staff is requesting City Council approve Amendment No. 1 with Dokken for \$155,087 to design the new storm drain Trunk Line and revise the environmental, permitting, and right-of-way acquisition phases of the Project.

Sufficient funds have been allocated within the Fiscal Year (FY) 2023-2024 approved budget.

#### **BACKGROUND:**

On October 14, 2019, City Council approved a Professional Services Agreement with Dokken Engineering for professional engineering consulting services for the Project. These services included the preparation of a precise plan line for Harlan Road, environmental assessment and permitting, traffic analysis, design & right-of-way acquisition phases.

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE AMENDMENT NO. 1 WITH DOKKEN ENGINEERING FOR  
PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD  
REALIGNMENT AT ROTH ROAD, CIP PS 14-04**

Initial environmental and preliminary designs included the construction of retention basins to manage the Project's stormwater runoff. After evaluating the storm drainage system in the Project vicinity, the City has opted for the installation of a new storm drain Trunk Line along Harlan Road. This storm drain will serve as the backbone for future developments and roadway improvements, eliminate basin maintenance costs and reduce right of way impacts.

Staff solicited and received a proposal from Dokken to design the new storm drain Trunk Line, revise the corresponding environmental, permitting and final contract documents, and complete the design and right-of-way acquisition phases. Thus, staff is requesting City Council approve Amendment No. 1 with Dokken for \$155,087 to prepare the additional design and construction documents for the Project.

**REASON FOR RECOMMENDATION:**

This new storm drain Trunk Line will provide sufficient capacity for the Harlan Road realignment north and south of Roth Road and on-site drainage from adjacent properties.

Approval of Amendment No. 1 with Dokken will allow staff to move forward with completing the design phase, preparing for right-of-way acquisition, and proceed with construction of the Project.

**FISCAL IMPACT:**

The cost of the Amendment No. 1 is \$155,087. Sufficient funds have been allocated within FY 23-24 approved budget.

**ATTACHMENTS:**

- A. Resolution Approving Amendment No. 1 with Dokken Engineering for Professional Engineering Services for the Harlan Road Realignment at Roth Road, CIP PS 14-04
- B. Amendment No. 1 with Dokken Engineering for Professional Engineering Services to the Harlan Road Realignment at Roth Road, CIP PS 14-04, and Related Budget Amendment

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
APPROVE AMENDMENT NO. 1 WITH DOKKEN ENGINEERING FOR  
PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD  
REALIGNMENT AT ROTH ROAD, CIP PS 14-04**

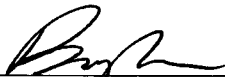
**APPROVALS**



\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

08-16-2023

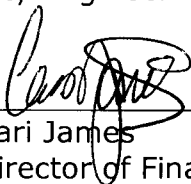
Date



\_\_\_\_\_  
Brad Taylor  
City Engineer

8/17/2023

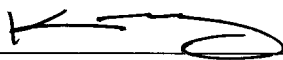
Date



\_\_\_\_\_  
Cari James  
Director of Finance

8/22/23


Date



\_\_\_\_\_  
Michael King  
Assistant City Manager

8.17.2023


Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.21.2023

Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8.29.23

Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH DOKKEN ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD REALIGNMENT AT ROTH ROAD, CIP PS 14-04**

**WHEREAS**, on October 14, 2019, City Council approved a Professional Services Agreement with Dokken Engineering (Dokken) to provide professional and technical engineering services for the Harlan Road Realignment at Roth Road, Capital Improvement Project (CIP) PS 14-04 (Project); and

**WHEREAS**, the original scope of work included the preparation of a precise plan line for Harlan Road, and completion of environmental, design, and right-of-way acquisition phases; and

**WHEREAS**, initial environmental and preliminary designs included the construction of retention basins to manage the Project's stormwater runoff; and

**WHEREAS**, after evaluating the storm drainage system in the Project vicinity, the City has opted for the installation of a new storm drain trunk line along Harlan Road (Trunk Line); and

**WHEREAS**, the Trunk Line will serve as the backbone for future developments and roadway improvements, eliminate basin maintenance costs and reduce right-of-way impacts; and

**WHEREAS**, Amendment No. 1 is needed to perform additional services, including the design of the Trunk Line and the corresponding environmental, permitting and final contract documents to complete the design and right-of-way acquisition phases; and

**WHEREAS**, staff is requesting City Council approve Amendment No. 1 with Dokken for \$155,087 to design the new storm drain Trunk Line and revise the environmental, permitting, and right-of-way acquisition phases for the Project; and

**WHEREAS**, sufficient funds have been allocated within the Fiscal Year 2023-2024 approved budget.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Amendment No. 1 with Dokken Engineering for Professional Engineering Services for the Harlan Road Realignment at Roth Road, CIP PS 14-04, in the amount of \$155,087.

The foregoing resolution was passed and adopted this 11th day of September, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

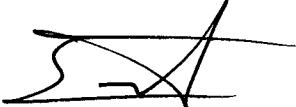
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**AMENDMENT NO. 1**

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND  
DOKKEN ENGINEERING DATED SEPTEMBER 11, 2023**

**TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HARLAN ROAD  
REALIGNMENT AT ROTH ROAD, CIP PS 14-04**

**THIS AMENDMENT** (hereinafter "AMENDMENT NO. 1") to the agreement between Dokken Engineering and the City of Lathrop, (hereinafter "AGREEMENT") dated for convenience this **11<sup>th</sup> day of September 2023**, is by and between **Dokken Engineering** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Engineering and Right-Of-Way Services, which are required by this agreement; and

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

**WHEREAS**, on October 14, 2019, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Engineering Consulting Services for the Harlan Road Realignment at Roth Road, CIP PS 14-04, in the amount of \$1,015,674; and

**WHEREAS**, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 to provide additional professional and technical engineering services to revise and complete environmental, design, and right-of-way acquisition phases; and

**WHEREAS**, CONSULTANT is willing to render such engineering services, as hereinafter defined, on the following terms and conditions.

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

**AMENDMENT NO. 1 TO AGREEMENT**

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

CONSULTANT agrees to perform Engineering and Right-Of-Way Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated October 14, 2019. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional cost of **\$155,087** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1.



**(3) Effective Date and Term**

The effective date of AMENDMENT NO. 1 is **September 11, 2023**, and it shall terminate no later than **December 31, 2024**. All other terms of the original AGREEMENT shall remain in full force and effect.

**(4) Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated April 12, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

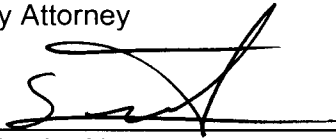
**(5) Signatures**

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

CITY OF LATHROP – DOKKEN ENGINEERING  
AMENDMENT NO. 1 FOR THE HARLAN ROAD REALIGNMENT AT ROTH ROAD, CIP PS 14-04

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete

8-21-2023

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore

\_\_\_\_\_  
Date

City Manager

Consultant:

Dokken Engineering  
110 Blue Ravine Road, Suite 200  
Folsom, CA 95630

Federal ID # \_\_\_\_\_  
Lathrop Business License # \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## DRAINAGE TRUNKLINE AMENDMENT

### Scope of Work

The **Dokken Engineering Team** (CONSULTANT) will perform additional professional and technical engineering services to include the Harlan Road drainage trunkline in the project Environmental Document, Permitting and Final Contract Documents for the Harlan Road Realignment at Roth Road (PS 14-04).

### TASK 2.0 | SURVEY AND BASE MAPPING

#### Task 2.2 | Topographic Surveys

CONSULTANT will perform additional detailed (non-aerial) topographic surveying and base mapping derived from the established horizontal and vertical control for the project. The limits of survey begin at the intersection of Harlan Road and Slate Street and continue northerly along Harlan Road for approximately 0.7 mile. The purpose of the survey is for the design and construction of a new drainage trunkline along Harlan Road. As such, a full roadway design level topographic survey is not necessary. Topographic surveying will include, but is not limited to roadway improvements, edge of pavement and concrete, edge of traveled way, curbs, flowlines, walks, ditches, fences, drainage, manholes, inlets, and all visible utilities within the roadway. CONSULTANT will locate roadway improvements at 50' intervals or closer, including all curve points and grade breaks. CONSULTANT will perform base mapping of topographic information to include planimetrics, 1' contours and digital 3D surface. All topographic data will be downloaded, processed, and reviewed by CONSULTANT staff for internal quality assurance. The topographic data will be mapped in AutoCAD, including a digital terrain model (DTM) of the existing ground surface and survey points in ASCII format. Boundary and Right of Way surveys will not be mapped as all improvements will be constructed within the existing paved roadway.

- Deliverables: Topographic Survey Data, DTM and ASCII Point Files

#### Task 2.4 | Utility A Letters

CONSULTANT will prepare supplemental Utility "A" letters and project exhibits for distribution to all potentially impacted utility owners to support the increased project area for the drainage trunkline extension. The base plans will be clearly marked "A Plans" and the transmittal letter will clearly identify this project as a CITY project. These plans will include proposed project limits, right of way limits, proposed roadway geometry, and visible known features. Response from the utility owner will be requested within 15 days of receipt of the "A" plans. As-built utility information and planned utility information will be obtained and provided to the CITY for their records. In addition, CONSULTANT will contact the utility owner directly to verify the request has been received. CONSULTANT will incorporate the obtained maps and utility information to compile a utility base map.

- Deliverables: Utility A Letters, Utility Base Mapping

### TASK 3.0 | PRELIMINARY ENGINEERING AND PRECISE PLAN LINE

#### Task 3.3 | Drainage Report

CONSULTANT will add the drainage analysis required for the added Harlan Road drainage trunkline to the project Drainage Report. The inclusion of the Harlan Road trunkline was not included in the original scope and fee for the project.

Consultant will gather and review available reports, modeling data, and mapping related to the Harlan Road trunkline. This includes any CITY drainage master plans, prior drainage studies for the project, recent drainage studies prepared for adjacent development, record drawings, FEMA floodplain data, topographic mapping and survey data, and proposed roadway layouts.

CONSULTANT will support the environmental clearance of the additional scope.

## DRAINAGE TRUNKLINE AMENDMENT

CITY criteria and standards will be used for sizing the various drainage and water quality facilities required for the project. The on-site hydraulic analysis will include spread analysis for inlet spacing, pipe sizing, storage sizing, and outfall sizing. Water quality and hydromodification calculations will be performed and features designed in support of the project. Sizing of all facilities will be based on build out conditions and potential land use changes within the project area.

- Deliverables: Drainage Report

### TASK 4.0 | ENVIRONMENTAL ANALYSIS

#### Task 4.8 | CEQA IS/MND Addendum

The Project was approved by the City under CEQA using an IS/MND in 2021. Since then, the Project design has been slightly modified to include the Harlan Road drainage trunkline; however, no additional impacts are anticipated to occur as a result of the revised design that weren't previously disclosed in the original IS/MND, and an Addendum to the 2021 environmental document would be appropriate. CONSULTANT will prepare the Addendum to the IS/MND in coordination with the City. As part of the Addendum, analysis for impacts to biological resources, cultural resources, and hazardous waste will need to be updated as a result of the additional study area. This scope and fee include new surveys for biological and cultural resources as well as hazardous waste. All findings will be summarized within the CEQA IS/MND Addendum. No additional mitigation measures are anticipated. This scope and fee include the cultural record search fee direct cost of \$1000 and the hazardous waste record search fee direct cost of \$350. No public circulation or Council approval is required for the Addendum.

- Deliverable: Draft and Final CEQA IS/MND

### TASK 5.0 | UTILITY RELOCATION

#### Task 5.2 | Utility Potholing

CONSULTANT will perform additional potholing of existing utilities to determine conflicts with the proposed Harlan Road drainage trunkline. Up to 20 additional potholes are assumed. CONSULTANT will prepare a potholing report identifying date, location, depth, type of utility potholed, and type and number of conduits. Potholing data will be included in the 65% Preliminary Plan Submittal.

- Deliverable: Utility Potholing Records

### TASK 7.0 | FINAL DESIGN

#### Task 7.2 | 65% Plans and Estimate

CONSULTANT will prepare 65% plans and estimates for the Harlan Road drainage truckline and include them with the main project documents.

The following additional sheets are expected to be part of the 65% Plans (Total 17):

Project Control/Survey Control	1
Drainage Plan and Profile	5
Drainage Details	4
Utility Plans	2
Stage Construction/Traffic Handling Plans	4
Construction Area Signs and Detour Plan	1

## DRAINAGE TRUNKLINE AMENDMENT

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

- Deliverables: 65% Plans and Estimate

### **Task 7.4 | 95% Plans, Specifications and Estimate**

CONSULTANT will prepare 95% plans, specifications and estimate for the Harlan Road trunkline based on the 65% submittal and review comments.

The following additional sheets are expected to be part of the 95% Plans (Total 13):

Project Control/Survey Control	1
Drainage Plan and Profile	5
Drainage Details	5
Utility Plans	2
Stage Construction/Traffic Handling Plans	4
Construction Area Signs and Detour Plan	1

CONSULTANT will prepare Special Provisions Specifications for the project based on the CITY's Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to the meet the project needs. As necessary, the Special Provisions will be supplemented by Caltrans Standard Specifications and Special Provisions.

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

- Deliverables: 95% Plans, Specifications, and Estimate

### **Task 7.4 | 100% Plans Specifications and Estimate**

CONSULTANT will prepare 100% plans, specifications and estimate for the Harlan Road drainage trunkline based on the 95% submittal and review comments.

- Deliverables: 100% Plans, Specifications, and Estimate

### **Task 7.5 | Final Contract Documents**

CONSULTANT will prepare Final Contract Documents for the plans, specifications and estimate based on the 100% submittal and review comments for the Harlan Road drainage trunkline. CONSULTANT will review the final documents a final time for consistency between the plans, specifications and estimate. The Final Contract Documents will be submitted to the CITY ready for advertisement.

- Deliverables: Final Contract Documents



**COST PROPOSAL - HOURS BREAKDOWN BY TASK  
HARLAN ROAD REALIGNMENT - AMENDMENT NO. 1  
CITY OF LATHROP**

TASK DESCRIPTION	DOKKEN ENGINEERING										UNICO ENGINEERING				GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS					
	Project Manager	Juanna Ramon, PE	Roadway Project Engineer, PE	Amy Baker Environmental Lead	Senior Engineer	Associate Engineer	Assistant Engineer	Senior Environmental Planner / Biologist / Archeologist	Associate Environmental Planner / Biologist	Environmental Planner / Biologist	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Tim Pringle Party Chief				Todd Jordan Rodman (PW)	Drafter	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
<b>HARLAN ROAD REALIGNMENT AT 80TH ROAD</b>	\$245	\$175	\$210	\$155	\$110	\$175	\$115	\$100					\$195	\$187	\$78							
TASK 2 - SURVEY AND BASE MAPPING	6		8	8	28						42	\$ -	\$ 5,370	16	16	20	52	\$ 428	\$ 8,087	94	\$ 428	\$ 13,457
2.2 Topographic Surveys	2				8						10		\$ 1,230	16	16	20	52	\$ 428	\$ 8,087	62	\$ 428	\$ 9,317
2.4 Utility A Letters	4		8	8	20						32		\$ 4,140							32		\$ 4,140
TASK 3 - PRELIMINARY ENGINEERING AND PRECISE PLAN LINE	2	8	48	80	120						258		\$ 37,570							258		\$ 37,570
3.3 Drainage Report	2	8	48	80	120						258		\$ 37,570							258		\$ 37,570
TASK 4 - ENVIRONMENTAL ANALYSIS	12	16				16	16	48			108	\$ 2,700	\$ 17,040							108	\$ 2,700	\$ 17,040
4.8 CERQA IS/MPD Addendum	12	16				16	16	48			108	\$ 1,350	\$ 15,690							108	\$ 1,350	\$ 15,690
TASK 5 - UTILITY RELOCATION			2		32						34	\$ 32,000	\$ 35,940							34	\$ 32,000	\$ 35,940
5.2 Utility Relocating			2		32						34	\$ 32,000	\$ 35,940							34	\$ 32,000	\$ 35,940
TASK 7 - FINAL DESIGN			32	52	330						414		\$ 51,000							414		\$ 51,000
7.2 65% Plans and Estimate			10	24	160						194		\$ 23,420							194		\$ 23,420
7.4 95% Plans, Specifications and Estimate			10	16	110						136		\$ 16,600							136		\$ 16,600
7.5 100% Plans, Specifications and Estimate			6	6	40						52		\$ 6,590							52		\$ 6,590
7.6 Final Contract Documents			6	6	20						32		\$ 4,390							32		\$ 4,390
<b>TOTAL HOURS WITHOUT OPTIONAL TASKS</b>	2	26	16	82	140	510	16	48			856			16	16	20	52			906		
<b>TOTAL COST WITHOUT OPTIONAL TASKS</b>	\$ 490	\$ 4,550	\$ 2,800	\$ 17,220	\$ 21,700	\$ 96,100	\$ 2,800	\$ 1,840	\$ 4,000		\$ 34,700	\$ 147,000	\$ 147,000	\$ 3,114	\$ 2,909	\$ 1,556	\$ 428	\$ 8,087		\$ 35,128	\$ 155,007	
<b>TOTAL HOURS WITH OPTIONAL TASKS</b>	2	26	16	82	140	510	16	48			856			16	16	20	52			906		
<b>TOTAL COST WITH OPTIONAL TASKS (NOT TO EXCEED)</b>	\$ 490	\$ 4,550	\$ 2,800	\$ 17,220	\$ 21,700	\$ 96,100	\$ 2,800	\$ 1,840	\$ 4,000		\$ 34,700	\$ 147,000	\$ 147,000	\$ 3,114	\$ 2,909	\$ 1,556	\$ 428	\$ 8,087		\$ 35,128	\$ 155,007	

## ITEM 4.16

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

**ITEM:** **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS, INC. FOR CITY HALL LANDSCAPE RENOVATIONS, CIP GG 21-09**

**RECOMMENDATION:** **Adopt Resolution to Accept Public Improvements Constructed by Amerine Systems, Inc. for the City Hall Landscape Renovation, CIP GG 21-09, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

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#### **SUMMARY:**

Amerine Landscape, Inc. (Amerine) has completed the construction of the City Hall Landscape Renovation, CIP GG 21-09 (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Amerine has submitted lien releases confirming all sub-contractors and suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by Amerine for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Amerine of \$26,723 within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

#### **BACKGROUND:**

On March 14, 2022, City Council awarded a construction contract to Amerine for the construction of the Project. The Project scope included demolition of existing landscaping and hardscaping, and installation of irrigation, plant material, artificial turf, hardscape, flagpole and a concrete seat wall.

During construction, contract change orders were issued for a final contract amount of \$534,461.77. The Project's costs referenced below capture all construction expenditures.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS,**  
**INC. FOR CITY HALL LANDSCAPE RENOVATIONS, CIP GG 21-09**

Construction costs are as follows:

A. Construction Contract	\$497,455.00
B. Contract Change Orders	<u>\$ 37,006.77</u>
 Total Construction Contract Costs	 \$534,461.77

Upon acceptance of the improvements, the performance bond (Bond No. GFB7306767, \$497,455) and payment bond (Bond No. GFB7306767, \$497,455) will be released and replaced with a one-year warranty bond (Bond No. GFB7306767, \$49,745). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Amerine has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Amerine for the City Hall Landscape Renovation, CIP GG 21-09. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Amerine for \$26,723 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

Amerine has completed the project pursuant to the contract documents dated March 14, 2022. Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Amerine has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The performance bond and payment bond will be released and replaced with the one-year warranty bond (based on 10% of the contract price) upon City Council’s acceptance of the improvements.

**FISCAL IMPACT:**

The final construction contract amount with Amerine for the Project is for \$534,461.77.



**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS,**  
**INC. FOR CITY HALL LANDSCAPE RENOVATIONS, CIP GG 21-09**

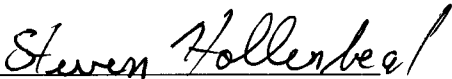
Adequate funds have been allocated in the budget to close out the Project. With the completion of the Project, staff requests that unused funds be transferred back to the original funding sources.

**ATTACHMENTS:**

- A. Resolution Accepting Public Improvements Constructed by Amerine Landscape, Inc. for the City Hall Landscape Renovation, CIP GG 21-09, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
  
- B. Notice of Completion – City Hall Landscape Renovation, CIP GG 21-09

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS,**  
**INC. FOR CITY HALL LANDSCAPE RENOVATIONS, CIP GG 21-09**

**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

8.17.23  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8-17-23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

8/21/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

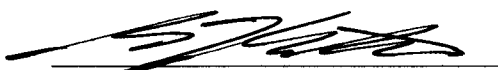
8/22/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.22.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.22.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8.29.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERINE SYSTEMS, INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, on March 14, 2022, City Council awarded a construction contract to Amerine Systems, Inc. (Amerine) for the construction of the City Hall Landscape Renovation, CIP GG 21-09 (Project) in the amount of \$497,455, and a 10% construction contingency of \$49,746 was authorized for staff to use as necessary to achieve the goals of the Project; and

**WHEREAS**, the scope of work consisted of installation of new plant material, irrigation and concrete flatwork and seat walls, and associated landscape improvements; and

**WHEREAS**, during construction, contract change orders were issued for a final contract amount of \$534,461.77. The Project's costs referenced below capture all construction expenditures; and

**WHEREAS**, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, Amerine has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

**WHEREAS**, the performance bond (Bond No. GFB7306767, \$497,455) and payment bond (Bond No. GFB7306767, \$497,455) will be released and replaced with a one-year warranty bond (Bond No. GFB7306767, \$49,745) upon City Council's acceptance of the improvements; and

**WHEREAS**, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

**WHEREAS**, adequate funds have been allocated in the FY 2023-24 budget to close out the project. With the completion of the Project, staff requests that unused funds be transferred back to the source Fund; and

**WHEREAS**, staff requests City Council accept the public improvements constructed by Amerine for the City Hall Landscape Renovation, CIP GG 21-09; and

**WHEREAS,** staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Amerine in the amount of \$26,723 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Amerine for the City Hall Landscape Renovation, CIP GG 21-09, pursuant to the contract documents dated March 14, 2022; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Amerine, in the amount of \$26,723, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding sources.

The foregoing resolution was passed and adopted this 11th day of September, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND**  
**WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME STREET AND NO. CITY STATE

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330

(If more than one owner of the interest stated, the name and address of each must be stated)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).

4. That on the 11th day of September, 2023 a work of improvement on the real property herein described was completed.

5. That the name of the original contractor, if any, for said work of improvement was: Amerine Systems, Inc

6. That the name and address of the transferor is:

NAME STREET AND NO. CITY STATE

Amerine Systems, Inc. 10866 Cleveland Ave. Oakdale CA 95361

7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

CIP GG 21-09, City Hall Landscape Renovation: 390 Towne Centre Drive Lathrop, CA 95330

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

**CITY OF LATHROP**

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk      Date

## ITEM 4.17

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

**ITEM:** ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP GG 21-15

**RECOMMENDATION:** Adopt Resolution to Accept Public Improvements Constructed by Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights Associated with Louise Avenue Landscape, CIP GG 21-15, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

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#### SUMMARY:

Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements consisted of installing irrigation, landscaping and lighting to recently constructed medians on Louise Avenue from Interstate 5 (I-5) to Fifth Street. After the irrigation and landscape were completed, the project moved into installation of lighting.

On September 12, 2022, City Council awarded a construction contract to Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation (Pacific Excavation) for the installation of streetlights in those medians. Pacific Excavation has completed these lighting improvements. Staff has inspected the improvements which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. Pacific Excavation submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Pacific Excavation and authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Pacific Excavation in the amount of \$39,407 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

#### BACKGROUND:

CIP GG 21-15, included the installation of lighting on the medians of Louise Avenue between I-5 and Fifth Street. The scope for this work consisted of constructing concrete pole foundations and installing conduit, wiring, meter connection, and twelve (12) single and twenty-four (24) double luminaire decorative streetlights.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PACIFIC EXCAVATION**  
**FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP**  
**GG 21-15**

On September 12, 2022, City Council awarded a contract to Pacific Excavation in the amount of \$593,167, and approved Change Order No. 1 for \$190,662 on March 13, 2023 for installation of streetlights and landscape lighting to CIP GG 21-15. During construction, contract change orders were issued for a final contract amount of \$788,128. The Project’s costs referenced below capture all construction expenditures.

Construction costs are as follows:

A. Construction Contract	\$ 593,167
B. Contract Change Orders	\$ 194,961
	\$ 788,128
<b>Total Construction Contract Costs</b>	<b>\$ 788,128</b>

Staff has inspected the improvements which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. Pacific Excavation submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Upon acceptance of the improvements, the performance and payment bonds (No. CA4502318) will be released and replaced with a warranty bond (Bond No. CA4502318, \$78,723). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Pacific Excavation has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Pacific Excavation for lighting associated with CIP GG 21-15. Staff is also requesting City Council to authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Pacific Excavation in the amount of \$39,407 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

**REASON FOR RECOMMENDATION:**

The Project was completed by Pacific Excavation pursuant to the contract documents dated August 10, 2022. Staff has inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

The performance and payment bonds (No. CA4502318) will be released and replaced with a one-year warranty bond (Bond No. CA4502318, \$78,723) upon City Council’s acceptance of the improvements.



**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PACIFIC EXCAVATION**  
**FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP**  
**GG 21-15**

**FISCAL IMPACT:**


The approved contract with Pacific Excavation is for \$593,167, with a 15% construction contingency in the amount of \$88,975, for a total Project budget of \$682,143. During construction, contract change orders were issued for a final contract amount of \$788,128. Sufficient funds have been allocated during the mid-year budget adjustment; therefore, no budget amendment is needed at this time.

**ATTACHMENTS:**

- A. Resolution to Accept Public Improvements Constructed by Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation for Streetlights Associated with Louise Avenue Landscape, CIP GG 21-15, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion - Streetlights Associated with Louise Avenue Landscape, CIP GG 21-15

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PACIFIC EXCAVATION**  
**FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP**  
**GG 21-15**


**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer


08 / 23 / 2023  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8-23-23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

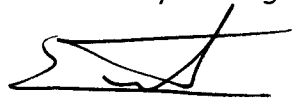
8/23/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

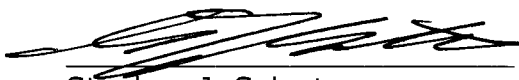
9/5/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.23.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.24.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.5.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TIM PAXIN'S PACIFIC EXCAVATION, INC. DBA PACIFIC EXCAVATION FOR STREETLIGHTS ASSOCIATED WITH LOUISE AVENUE LANDSCAPE, CIP GG 21-15, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS**

**WHEREAS**, Capital Improvement Project (CIP) GG 21-15 Louise Avenue Landscape Improvements consisted of installing irrigation, landscaping and lighting to recently constructed medians on Louise Avenue between Interstate 5 and Fifth Street; and

**WHEREAS**, on September 12, 2022, City Council awarded a construction contract to Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation (Pacific Excavation) for installation of streetlights and landscape lighting in those medians; and

**WHEREAS**, the scope for this work consisted of constructing concrete pole foundations and installing conduit, wiring, meter connection, and twelve (12) single and twenty-four (24) double luminaire decorative streetlights; and

**WHEREAS**, the construction contract was for \$593,167 and a 15% construction contingency of \$88,976 was authorized for staff to use as necessary to achieve the goals of the Project; and

**WHEREAS**, during construction, contract change orders totaling \$194,961 were issued for a final contract amount of \$788,128; and

**WHEREAS**, Pacific Excavation has completed the construction of the project; staff has inspected the improvements which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

**WHEREAS**, Pacific Excavation has provided the necessary lien releases for the materials supplied and completed work; and

**WHEREAS**, Pacific Excavation has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

**WHEREAS**, the performance and payment bonds (No. CA4502318) will be released and replaced with a one-year warranty bond (Bond No. CA4502318, \$78,723) upon City Council's acceptance of the improvements; and

**WHEREAS**, staff is requesting City Council accept the public improvements constructed by Pacific Excavation for the streetlights associated with Louise Avenue Landscape, CIP GG 21-15; and

**WHEREAS,** staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to Pacific Excavation, in the amount of \$39,407, within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds.

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Pacific Excavation for the streetlights associated with Louise Avenue Landscape, CIP GG 21-15, for a total contract amount of \$788,128; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Pacific Excavation, in the amount of \$39,407 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND**  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330  
*Exempt from payment of recording fees (GC 11922)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</u>

(If more than one owner of the interest stated, the name and address of each must be stated)

- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

- That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).

- That on the 11th day of September, 2023 a work of improvement on the real property herein described was completed.

- That the name of the original contractor, if any, for said work of improvement was: Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation

- That the name and address of the transferor is:  

NAME	STREET AND NO.	CITY	STATE
<u>Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation</u>	<u>9796 Kent Street</u>	<u>Elk Grove</u>	<u>CA 95624</u>

- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Streetlights associated with CIP GG 21-15, Louise Avenue Landscape: 390 Towne Centre Drive Lathrop, CA 95330

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

**CITY OF LATHROP**

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager                      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk                                      Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 11, 2023** by **Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **September 11, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_

Stephen J. Salvatore, City Manager

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## ITEM 4.18

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

**ITEM:**                                   **AWARD SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF CALIFORNIA, LLC FOR STREET SWEEPING SERVICES**

**RECOMMENDATION:**   **Adopt Resolution Awarding a Service Contract to Sweeping Corporation of America of California, LLC for Street Sweeping Services**

---

#### **SUMMARY:**

The City of Lathrop is responsible for the street sweeping maintenance of approximately 170 curb-miles of streets and public parking lots within the city limits. The City's sweeping responsibility includes residential, collector, and arterial streets and City-owned parking lots. Therefore, bid specifications and a scope of work for scheduled and on-call street and parking lot sweeping services were completed by staff and advertised for informal bid on August 7, 2023 in accordance with Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060.

A total of two (2) bids were received and opened by Public Works on August 22, 2023. Based on review and evaluation of the bids, the responsible bidder with the lowest responsive bid was determined to be Sweeping Corporation of America of California, LLC (SCA of CA), with a bid of \$90,000.

Staff requests City Council award a Service Contract to SCA of CA for a partial term cost of \$74,027 for the initial term of September 11, 2023 to June 30, 2024 for scheduled and on-call street and public parking lot sweeping services.

Staff also requests City Council authorize the City Manager to approve up to two (2) additional consecutive one-year contract terms at a base cost of \$90,000 per year at the rates and terms as stipulated in the bid documents, plus yearly cost increases due to anticipated inflation if requested by the Contractor and the addition of newly accepted streets and parking lots. The total cost of this request is \$202,875, as summarized in Table 2 - *Contract Cost Estimate Summary* on page 3.

#### **BACKGROUND:**

The State of California Water Quality laws require municipalities to clean and sweep their public streets to ensure that trash and debris do not flow into the surrounding natural environment from the street through the storm drain system. Furthermore, the City's adherence to its National Pollutant Discharge Elimination System (NPDES) permit by sweeping its streets plays a crucial role in substantially reducing the release of pollutants and debris from the City's stormwater system into the surrounding natural environment.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**AWARD SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF**  
**CA, LLC FOR STREET SWEEPING SERVICES**

The City is not equipped to perform street sweeping services. These services require specific equipment, skilled personnel, and specialized knowledge. Therefore, the City contracts scheduled and on-call street sweeping.

The specifications and scope of work for this project were completed and solicited for informal bid on August 7, 2023, in accordance with PCC 22034 and LMC 3.30.060.

A total of 2 bids were received, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Total Bid</b>
Sweeping Corporation of America	\$90,000
Gregory Construction	\$132,069

The lowest responsible bidder for Street Sweeping Services was SCA of CA with a base bid of \$90,000 per year.

The proposed contract with SCA of CA includes monthly sweeping of all the City’s streets with curb & gutter and quarterly sweeping of City parking lots, plus unit prices for emergency call-outs and additions/deletions to the basic sweeping services. The initial term of the contract will begin as early as September 11, 2023 and end on June 30, 2024. The City at its discretion may renew the contract annually in writing for up to two (2) more one-year terms, each from July 1 to June 30, not to exceed June 30, 2026 using the same pricing structure as provided in the contractor’s original bid.

Staff requests that:

- City Council award a Service Contract to SCA of CA for a total contract amount of \$74,027 for the term of September 11, 2023 to June 30, 2024; and
- Authorize the City Manager to extend this contract for up to two (2) additional one-year terms with anticipated cost increases for inflation and the addition of new streets, for a total authorization of \$276,902. See Table 2, Contract Cost Estimate Summary below for details.

**REASON FOR RECOMMENDATION:**

The City maintains approximately 170 curb-miles miles of streets and public parking lots, and does not have the equipment, workforce, or expertise to sweep the City’s streets and public parking lots. Street sweeping is also a requirement under the City’s NPDES permit for its storm drain system.

SCA of CA was the responsible bidder with the lowest responsive bid of \$90,000 per year. SCA of CA has previously provided and currently provides identical services to

**CITY MANAGER’S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**AWARD SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF**  
**CA, LLC FOR STREET SWEEPING SERVICES**

nearby municipal agencies in an acceptable and professional manner.

**FISCAL IMPACT:**

The cost of the FY 2023-24 Street Sweeping Services contract with SCA of CA is \$90,000 per year plus a yearly cost increase due to anticipated increases in the California Department of General Services (DGS) Construction Cost Index (CCI). The initial contract term from September 11, 2023 to June 30, 2024 is prorated at a cost of \$74,027.

The Cost Estimate Summary Table below shows estimated costs comprising each contract term, including contract base, and estimated costs for economic escalation and sweeping of future accepted public streets and parking lots.

**Table 2 – Contract Cost Estimate Summary**

	Initial Term	Renewal 1	Renewal 2	Total Budget
Fiscal Year	2023/24	2024/25	2025/26	
Contract Base	\$74,027*	\$90,000	\$97,500	
CCI Increase @ 5% max.	N/A	\$4,500	\$4,875	
Anticipated Cost Increase for New Streets	N/A	\$3,000	\$3,000	
<b>Contract Total Cost</b>	<b>\$74,027</b>	<b>\$97,500</b>	<b>\$105,375</b>	<b>\$276,902</b>

*\*prorated value for initial contract term*

Sufficient funding for the initial term of this contract was included in the FY 2023-24 budget; therefore, no budget amendment is needed.

Future budgets would be required prior to any term extensions.

**ATTACHMENTS:**

- A. Resolution Awarding a Service Contract to Sweeping Corporation of America of California, LLC for Street Sweeping Services
- B. Street Sweeping Services Contract with Sweeping Corporation of America of CA, LLC for Street Sweeping Services

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**AWARD SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF**  
**CA, LLC FOR STREET SWEEPING SERVICES**

**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

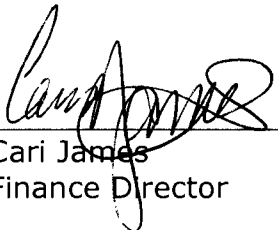
8.23.23  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8-28-23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

8/23/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

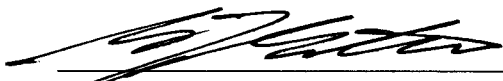
8/28/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.23.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.24.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8-31-23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A SERVICE CONTRACT TO SWEEPING CORPORATION OF AMERICA OF CA, LLC FOR STREET SWEEPING SERVICES**

**WHEREAS**, the City advertised an informal bid solicitation for street and parking lot sweeping services on August 7, 2023, pursuant to the Public Contract Code 22034 and Lathrop Municipal Code Section 3.30.060; and

**WHEREAS**, a total of two (2) bids were received and opened by Public Works on August 22, 2023; and

**WHEREAS**, upon review and evaluation of the bids, the lowest responsive bid from a responsible bidder for the requested services was determined to be Sweeping Corporation of America of CA, LLC (SCA of CA), with a bid of \$90,000 per year; and

**WHEREAS**, staff requests City Council award a Street Sweeping Service Contract to SCA of CA for a pro-rated cost of \$74,027 for the term of September 11, 2023 to June 30, 2024 for scheduled and on-call street and public parking lot sweeping services; and

**WHEREAS**, the City at its discretion may renew the contract annually in writing for up to two (2) more one-year terms, each from July 1 to June 30, not to exceed June 30, 2026 using the same pricing structure and conditions as provided in the contractor's original bid; and

**WHEREAS**, therefore, staff requests that City Council authorize the City Manager to approve up to two (2) additional consecutive one-year contract terms with SCA of CA at a total estimated value of \$202,875, which includes potential yearly cost increases due to inflation and addition of future accepted streets and public parking lots; and

**WHEREAS**, sufficient funds were included in the FY 2023-24 budget for the initial term, and future budgets would be required prior to any term extensions.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby award a service contract to Sweeping Corporation of America of CA, LLC for scheduled and on-call street and parking lot sweeping services in the prorated amount of \$74,027 for the term of September 11, 2023 – June 30, 2024; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby authorize the City Manager to approve up to two (2) additional consecutive one-year contract terms with Sweeping Corporation of America of CA, LLC at a total estimated value of \$202,875 for scheduled and on-call street sweeping services through June 30, 2026.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September, 2023 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

**STREET SWEEPING SERVICES CONTRACT**

This Contract, dated **September 11, 2023** is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **Sweeping Corporation of America of California, LLC**, (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 June 30, 2024, subject to the earlier termination of this Contract. This contract may be extended by the City Manager at his sole discretion for up to two (2) additional consecutive one (1) year terms after the initial contract period pursuant to Resolution 23-\_\_\_\_\_. The City shall notify the Contractor in writing of its intent to extend the contract by June 1<sup>st</sup> of the current contract year.
2. General Scope of Work. Contract Documents for FY 2023-2024 Street Sweeping Services, (Work). Contractor shall furnish labor, services, materials and equipment in connection with the performance of the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Bid Documents, as detailed in Paragraph 3 below, including but not limited to the provision of scheduled monthly mobile sweeping of approximately 172 curb-miles of specified City-owned streets and roadside and median gutters, and approximately 292,000 square feet of parking lots, and the provision of unscheduled and/or emergency sweeping services for any City-owned facility, as further specified in the Bid Specifications.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper performance of the Work in good faith shall be performed and furnished 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 Bid Documents.

**Contract Initial Term: September 11, 2023 – June 30, 2024**      **Total: \$74,027**  
(Prorated)

**Optional Term 1: July 1, 2024 – June 30, 2025**      **Total: \$90,000**

**Optional Term 2: July 1, 2025 – June 30, 2026**      **Total: \$90,000**

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FY 23/24 STREET SWEEPING SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

3. Contract Documents. This Contract shall include the following documents, which are on file with the City Clerk and are hereby incorporated by reference: Project Specifications and addenda, and the insurance certification, workers compensation certification and the Contract Documents submitted by **Sweeping Corporation of America of California, LLC** on August 22, 2023. 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 Bid 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 Director of Public Works prior to commencement of any work. Annual price adjustment, if any, shall be as described in Section 800, Special Conditions of the FY 2023-2024 Street Sweeping Services Contract Specifications.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 4 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, 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



## SECTION 00500

FY 23/24 STREET SWEEPING SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

liens made or filed by reason of any services 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.
10. Bonds. Payment and Performance Bonds are not applicable to this contract.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;

## SECTION 00500

FY 23/24 STREET SWEEPING SERVICES  
CUPCAA INFORMAL BID SOLICITATION

CONTRACT

- (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to

SECTION 00500

audit Contractor’s Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.

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

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

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

PHONE: (209) 941-7430  
FAX: (209) 941-7219  
ATTN: Senior Construction Manager

To Contractor: **Sweeping Corporation of America of  
California, LLC**

Mailing Address: 390 E. Gish Road San Jose, CA 95112

Phone: (510) 458-2031

Email: jalvarado@sweepingcorp.com

ATTN: Jesse Alvarado

- 16. Miscellaneous.

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor’s bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.

## SECTION 00500

FY 23/24 STREET SWEEPING SERVICES  
CUPCAA INFORMAL BID SOLICITATION

CONTRACT

- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Contract Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of

## SECTION 00500

FY 23/24 STREET SWEEPING SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.

- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (20) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

**SECTION 00500**

**FY 23/24 STREET SWEEPING SERVICES  
CUPCAA INFORMAL BID SOLICITATION**

**CONTRACT**

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

**CONTRACTOR:**

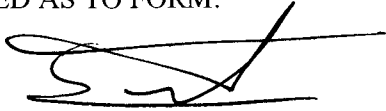
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Michael King, Assistant City Manager

APPROVED:

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager

*(END OF SECTION)*



**SECTION 00300**

FY 23/24 STREET SWEEPING SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**SCHEDULE - A**

**BASE BID FOR SCHEDULED SWEEPING**

BID ITEM	DESCRIPTION	\$/UNIT	UNITS	ANNUAL FREQUENCY	ANNUAL PRICE
1	Monthly Street Sweeping Services for City Streets with Curb and Gutter – 171.7 curb-miles	\$38.01	171.7 CURB MILES	12	\$ 78,315.80
2	Quarterly Street Sweeping Services for City Parking Lots – Square Feet	\$0.01	291,800 SQUARE FEET	4	\$ 11,684.20

TOTAL ANNUAL BASE BID (SUM OF BID ITEM #1 AND #2 ANNUAL PRICE): \$ 90,000

TOTAL ANNUAL BASE BID IN WORDS: Ninety Thousand Dollars

**SCHEDULE - B**

**UNIT PRICE FOR EMERGENCY CALL-OUT**

PROPOSAL ITEM	DESCRIPTION	UNITS	HOURLY PRICE
1	Emergency Call-out	Vehicle-Hour	\$ 210

MINIMUM NO. OF HOURS PER CALL-OUT 3

MINIMUM PRICE FOR EMERGENCY CALL OUT: \$ \$630.00

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## ITEM 4.19

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

**ITEM: RATIFY CITY MANAGER APPROVAL OF CONSTRUCTION CONTRACT WITH LUMA ENGINEERING INC. FOR THE CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION: Adopt Resolution to Ratify City Manager's Action to Approve Construction Contract with Luma Engineering Inc. for the City of Lathrop Facilities ADA Improvements, CIP GG 23-14 and Approve Budget Amendment**

---

#### **SUMMARY:**

In compliance with the Americans with Disabilities Act (ADA), staff has identified three facilities that will benefit from the installation of automatic doors including the Lathrop Senior Center, Community Center and Generations Center. The goal is to make facility access easier for people with disabilities while improving security and energy conservancy in the three facilities.

The bid solicitation package for the construction of the City of Lathrop Facilities ADA Improvements CIP GG21-14 (Project) was advertised on July 18, 2023 in accordance with Informal Bidding Procedures in California Uniform Public Construction Cost Accounting Act (CA PCC) 22032 and Lathrop Municipal Code (LMC) Sections 3.30.060 and 3.30.070.

Public Works received and opened one (1) bid on August 3, 2023. Based on the review and evaluation of the bid, the lowest responsive and responsible bidder for the project was determined to be Luma Engineering Inc. (Luma Engineering), with a bid of \$138,000.

Due to the estimated time (six weeks) to order and receive the automatic doors the contract with Luma Engineering has been executed by staff, following approval from the City Manager.

Staff request Council ratify City Manager's approval of the contract with Luma Engineering for \$138,000, authorize a 10% contingency of \$13,800 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$151,800. In addition, sufficient funds were not approved in the approved FY 23-24 budget; therefore, staff request Council approve a Budget Amendment for \$73, 180 as detailed in the fiscal impact section below.

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER APPROVAL OF CONSTRUCTION CONTRACT WITH**  
**LUMA ENGINEERING INC. FOR THE CITY OF LATHROP FACILITIES ADA**  
**IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

**BACKGROUND:**

Congress enacted the Americans with Disabilities Act (ADA) in 1990 requiring local governments to provide equal access to civic facilities, services, programs and activities for individuals with disabilities. Title 24 of the California Government Code specifies that all buildings, structures, sidewalks, curbs, and related facilities constructed in California with state, county or municipal funds, to be accessible and usable by persons with disabilities.

To make City facility access easier for people with disabilities, staff has identified three facilities that will benefit from the installation of automatic doors including the Lathrop Senior Center, Community Center and Generations Center. City staff prepared the plans and technical specifications for the Project and the informal bid solicitation package was advertised on July 8, 2023, in accordance with Informal Bidding Procedures in CA PCC 22032 and LMC 3.30.060 and 3.30.070. One (1) bid was received; Luma Engineering was determined to be a responsive and responsible bidder.

***Table 1: Summary of Bid Results***

<b>Contractor</b>	<b>Total Bid</b>
Luma Engineering Inc.	\$138,000

Staff requests City Council adopt a resolution to ratify City Manager’s approval of a construction contract with Luma Engineering for \$138,000, authorize a 10% contingency of \$13,800 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$151,800.

**REASON FOR RECOMMENDATION:**

The proposed project will improve accessibility for individuals with disabilities, improve security, save energy and establish ADA conformance.

**FISCAL IMPACT:**

The construction contract with Luma Engineering for \$138,000, plus a 10% contingency of \$13,800 is requested for a total project not to exceed \$151,800.

The project received CDBG funds in the amount of \$78,620. Additional funding in the amount \$ 73,180 is needed to augment existing project funds and the CDBG funds to cover the Project Budget.

Therefore, the balance of \$59,380, plus a 10% contingency of \$13,800 for a total of \$73,180 will be carried over from fiscal year 22-23 General Fund (1010), CIP GG 22-31 to the CIP Project Fund (3010) as follows:

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER APPROVAL OF CONSTRUCTION CONTRACT WITH**  
**LUMA ENGINEERING INC. FOR THE CITY OF LATHROP FACILITIES ADA**  
**IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$73,180
 <u>Decrease Appropriations</u>		
1010-5001-420-0100		\$73,180
 <u>Increase Transfer</u>		
3010-9900-393-00-00	GG 23-14	\$73,180
 <u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 23-14	\$73,180

**ATTACHMENTS:**


- A. Resolution to Ratify City Manager Approval of Construction Contract with Luma Engineering Inc. for the City Of Lathrop Facilities ADA Improvements, CIP GG 23-14 and Approve Budget Amendment
- B. Ratified Construction Contract with Luma Engineering, Inc. for CIP GG 23-14, City of Lathrop Facilities ADA Improvements

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**RATIFY CITY MANAGER APPROVAL OF CONSTRUCTION CONTRACT WITH**  
**LUMA ENGINEERING INC. FOR THE CITY OF LATHROP FACILITIES ADA**  
**IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

**APPROVALS:**

  
\_\_\_\_\_  
Carlos Carrillo  
Management Analyst II

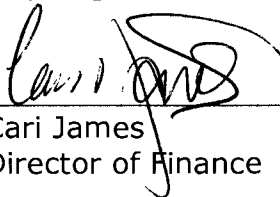
8/22/2023  
Date

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

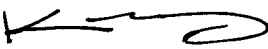
8-23-23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

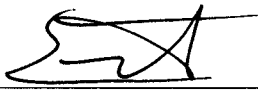
8/21/2023  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

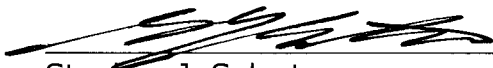
8/23/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8-21-2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-21-2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8-29-23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING A CONSTRUCTION CONTRACT WITH LUMA ENGINEERING INC FOR THE CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, in compliance with the Americans with Disabilities Act (ADA), staff has identified three facilities that will benefit from the installation of automatic doors including the Lathrop Senior Center, Community Center and Generations Center; and

**WHEREAS**, City staff prepared the plans and technical specifications. The informal bid solicitation package for the City of Lathrop Facility ADA Improvements, CIP GG 23-14 (Project) was advertised on July 8, 2023, in accordance with Informal Bidding Procedures in CA PCC 22032 and LMC 3.30.060 and 3.30.070; and

**WHEREAS**, Public Works received and opened one (1) bid on August 3, 2023. Based on the review and evaluation of the bid, the lowest responsive and responsible bidder for the project was determined to be Luma Engineering Inc. (Luma Engineering), with a bid of \$138,000; and

**WHEREAS**, a portion of the construction contract will be funded with CDBG funds with an available balance of \$78,620; and

**WHEREAS**, due to the estimated time (six weeks) to order and receive the automatic doors the contract with Luma Engineering has been executed by the staff, following approval from the City Manager; and

**WHEREAS**, staff request Council ratify the City Manager’s approval of a construction contract with Luma Engineering for \$138,000, authorize a 10% contingency of \$13,800 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$151,800; and

**WHEREAS**, therefore, the balance of \$59,380, plus a 10% contingency of \$13,800 for a total of \$73,180 will be carried over from fiscal year 22-23 General Fund (1010), CIP GG 22-31 to the CIP Project Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$73,180
<u>Decrease Appropriations</u>		
1010-5001-420-0100		\$73,180
<u>Increase Transfer</u>		
3010-9900-393-00-00	GG 23-14	\$73,180
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 23-14	\$73,180

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approve the ratification of a construction contract with Luma Engineering Inc., for \$138,000, authorize a 10% contingency for the total project cost not to exceed \$151,800 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 does hereby approve a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, 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

## SECTION 00500

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

## CONTRACT

This Contract, dated **September 6, 2023**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Luma Engineering Contractors Inc. dba LUMA Builders**, (Contractor), whose Taxpayer Identification Number is 88-1014365.

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.
  - a.) This project is funded with Community Development Block Grant (CDBG) funds. Contractors and Subcontractors shall adhere to applicable provisions of the CDBG Program Labor Compliance Manual & Contract Language attached to the bid documents, of this contract **ATTACHMENT B**. All required compliance forms must be submitted per CDBG requirements.
1. **General Scope of Project and Work.** Construction Documents for the **CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14** (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 the removal of three (3) existing sets of double swing doors, framing modifications and installation of 3 automated single slide glass doors, 1 swinging door and all appurtenances at the three different City of Lathrop owned facilities, as more fully described in the Project Plans and Specifications of the Informal Bid Solicitation, City of Lathrop Facilities ADA Improvements and incorporated herein by reference.

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

**Base Bid Total:            \$138,000.00 (One Hundred Thirty-Eight Thousand Dollars)**



**SECTION 00500**

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, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Luma Engineering Contractors Inc. dba LUMA Builders on August 3, 2023. 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.

**SECTION 00500**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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

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**SECTION 00500**

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 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

**SECTION 00500**

public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident

**SECTION 00500**

after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

10. **Bonds.** As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
  
11. **Representations and Warranties.** In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
  - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

**SECTION 00500**

- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
  - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:                      City of Lathrop  
   City Clerk

00500-7

**SECTION 00500**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

390 Towne Centre Drive  
Lathrop, CA 95330

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

To Contractor: Luma Engineering Contractors Inc. dba LUMA Builders  
Mailing Address: 370 Myrtle Lane, Oakley, CA 94561  
Phone: (925) 499-2668  
Email: info@buildluma.com  
ATTN: Fernando D. Lopez

**16. Miscellaneous**

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

00500-8

**SECTION 00500**

- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) **Recovery of costs.** The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) **Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.**



**SECTION 00500**

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

**EXHIBITS:**

**EXHIBIT A: Contractor's Submitted Bid Packet**

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

**SECTION 00500**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCAA INFORMAL BID SOLICITATION**

**CONSTRUCTION CONTRACT**

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

**CONTRACTOR:**

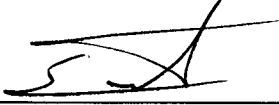
By:  \_\_\_\_\_

Name: Brian Pfaff

Title: VP of Project Management

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

City Council Meeting:  
Resolution no.

By:  \_\_\_\_\_


Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

By:  \_\_\_\_\_

Michael King, Assistant City Manager

**APPROVED:**

By:  \_\_\_\_\_

Stephen J. Salvatore, City Manager

**(END OF SECTION)**

# EXHIBIT A

## SECTION 00300

CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

### BID PROPOSAL FORMS

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

ATTENTION: Public Works Department

FOR: CITY OF LATHROP FACILITIES ADA IMPROVEMENTS

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 bid. The City of Lathrop reserves the right to award only the work contemplated or none of the work.

00300-1

**SECTION 00300**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14**

**BID SCHEDULE**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Mobilization, Removal, Off haul and dispose of Existing Doors and associated materials.	1	LS	\$20,000.00	\$20,000.00
2	<b>City of Lathrop Senior Center</b> Provide and Install (Gildor) or equivalent quality Dual Panel glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the door. Access/Safety controls and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 74"w x85"H. Door to slide from right to left	1	LS	\$37,000.00	\$37,000.00
3	<b>City of Lathrop Community Center</b> Provide and Install (Gildor) or equivalent Dual Panel Glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the door. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 112"w x85"H. Door to slide from right to left	1	LS	\$31,000.00	\$31,000.00
4	<b>City of Lathrop Generations Center</b> Provide and Install (Gildor) or equivalent Dual Panel Glass Single Automated Doors with 1" insulated Gray Glass with reflective coating on exterior. Electrical Service to the three doors. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door Frame dimensions approximately 74"w x93"H. Door to slide from right to left	1	LS	\$34,000.00	\$34,000.00

00300-2

**SECTION 00300**

**CITY OF LATHROP FACILITIES ADA IMPROVEMENTS, CIP GG 23-14  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

5	City of Lathrop Community Center Provide and Install Dual Panel glass single manual door with 1" insulated Gray Glass with reflective coating on exterior. Access/Safety control and electrical tie in with City of Lathrop security system (Bay alarm). Door frame dimensions approximately 38"W x 85"H.	1	LS	\$16,000.00	\$16,000.00
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**TOTAL BID:** \$138,000.00

**TOTAL BID IN WORDS:** One Hundred Thirty-Eight Thousand Dollars

00300-3

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## ITEM 4.20

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

**ITEM:** APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 105 LOTS IN TRACT 4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

**RECOMMENDATION:** Adopt Resolution Approving Final Map for Tract 4155 Unit 1 within the West Village District, Totaling 105 Single Family Lots, CFD Annexation No. 4, Irrevocable Offer of Dedication, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC

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#### SUMMARY:

The proposed Final Map for Tract 4155, included as Attachment "E" is the first tract map within the West Village District of Phase 2 for the River Islands Project. Pulte Homes is proposing one-hundred five (105) 45' x 105' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4155, West Village Unit 1 (Tract 4155), Annexation No. 4 of the City of Lathrop Community Facilities District (CFD) 2023-1, Irrevocable Offer of Dedication and Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC (hereinafter referred to as "River Islands"), and Escrow Instructions for Final Map Tract 4155 West Village Unit 1 included as Attachment "D", by Resolution included as Attachment "A".

#### BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved Large Lot Map 4149 for 34 undevelopable parcels within West Village District. The land for the proposed Final Map for Tract 4155 is within the geographic boundaries of VTM 6716 and Large Lot Map 4149.

As required by the City's subdivision ordinance, all final maps must include a SIA to guarantee specific offsite and onsite improvements. The total cost of the improvements for Tract 4155 is \$8,115,000, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed.

**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**

**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 105 LOTS IN TRACT 4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

Performance and labor & material securities have been provided with the SIA for Tract 4155 that guarantee the unfinished improvements for Tract 4155 as detailed in Table 1 below.

The SIA for Tract 4155 refers to the guarantee of streets and public improvements that are necessary to support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods. Since construction of the Offsite Improvements are not complete, River Islands is required to provide security as detailed in Table 1 below.

**Table 1 – Bond Values**

<b>Tract 4155 Improvements</b>	
Unfinished Improvement Total:	\$63,300
Performance Bond (Bond No.0799691):	\$69,630
Labor & Materials Bond (Bond No.0799691):	\$34,815
<b>Callerton Avenue Bridge</b>	
Unfinished Improvement Total:	\$141,000
Performance Bond (Bond No.0844434):	\$155,100
Labor & Materials Bond (Bond No.0844434):	\$77,550
<b>Callerton Avenue Temporary Bridge</b>	
Unfinished Improvement Total:	\$375,000
Performance Bond (Bond No.0799685):	\$412,500
Labor & Materials Bond (Bond No.0799685):	\$206,250
<b>Stornoway Access Roads</b>	
Unfinished Improvement Total:	\$32,000
Performance Bond (Bond No.0799690):	\$35,200
Labor & Materials Bond (Bond No.0799690):	\$17,600
<b>Fire Access Roads</b>	
Unfinished Improvement Total:	\$489,000
Performance Bond (Bond No.0799689):	\$537,900
Labor & Materials Bond (Bond No.0799689):	\$268,950
<b>Callerton Avenue Sewer Lift Station</b>	
Unfinished Improvement Total:	\$1,885,885
Performance Bond (Bond No.0799688):	\$2,074,474
Labor & Materials Bond (Bond No.0799688):	\$1,037,237
<b>Del Webb Interim Potable Water Connection</b>	
Unfinished Improvement Total:	\$65,000
Performance Bond (Bond No.0844435):	\$71,500
Labor & Materials Bond (Bond No.0844435):	\$35,750

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



**CITY MANAGER’S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 105 LOTS IN TRACT**  
**4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

Tract 4155 will need to be annexed into the three different CFDs for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2023-1 City of Lathrop Annexation No.4 is pending with this Council item. CFD 2013-1 RD 2062 Annexation, and CFD 2013-1 RIPFA Annexation are administered by RD 2062 and RIPFA. They are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

River Islands has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of portion of Brightwood Avenue, Coral Tree Lane, and Kenwood Drive that fronts and provides access to Tract 4155. Brightwood Avenue, Coral Tree Lane, and Kenwood Drive are necessary for secondary access to Tract 4155 but is not part of the large parcel that encompasses Tract 4155 and therefore must be dedicated by a document separate from the Final Map.

River Islands must satisfy the Escrow Instructions, included as Attachment “D”, by depositing the necessary sums and required security 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:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 <sup>rd</sup> 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

**CITY MANAGER’S REPORT** **PAGE 4**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 105 LOTS IN TRACT**  
**4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

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 4155 West Village Unit 1 – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 4	Approval pending with this item
<b>Fees</b>	<b>Status</b>
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

**FISCAL IMPACT:**

There is no fiscal 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 4155 Unit 1 within the West Village District, Totaling 105 Single Family Lots, City of Lathrop CFD Annexation No. 4, Irrevocable Offer of Dedication and Subdivision Improvement Agreement with River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC
- B. Vicinity Map – West Village Unit 1 Tract 4155
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, F/K/A River Islands Employment Center, LLC, a Delaware Limited Liability Company, for Tract 4155, West Village Unit 1
- D. Escrow Instructions for Final Map Tract 4155 West Village Unit 1, including:
  - City of Lathrop Community Facilities District No. 2023-1 Annexation No. 4 (River Islands Public Services and Facilities), included as B.2
  - Irrevocable Offer of Dedication for Public Roadway Purposes for Brightwood Avenue, Coral Tree Lane, and Kenwood Drive, included as B.5
- E. Final Map – Tract 4155 West Village Unit 1

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 105 LOTS IN TRACT**  
**4155 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

**APPROVALS**



Bellal Nabizadah  
Assistant Engineer

8/28/23

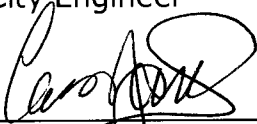
Date



Brad Taylor  
City Engineer

8/24/2023

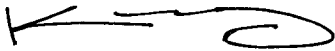
Date



Cari James  
Finance Director

8/29/2023

Date



Michael King  
Assistant City Manager

8.29.2023

Date



Salvador Navarrete  
City Attorney

8-29-2023

Date



Stephen J. Salvatore  
City Manager

9.1.23

Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4155 UNIT 1 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 105 SINGLE FAMILY LOTS, CITY OF LATHROP CFD ANNEXATION NO. 4, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC, F/K/A RIVER ISLANDS EMPLOYMENTS CENTER, LLC**

**WHEREAS**, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

**WHEREAS**, on November 14, 2022, City Council approved Large Lot Map 4149 for 34 undevelopable parcels within West Village District. The land for the proposed Final Map for Tract 4155, West Village Unit 1 (Tract 4155), is within the geographic boundaries of VTM 6716 and Large Lot Map 4149; and

**WHEREAS**, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

**WHEREAS**, River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC (hereinafter referred to as "River Islands") provided performance and labor & material securities for the proposed SIA for Tract 4155 that guarantee the unfinished improvements for Tract 4155 in the amounts as follows:

Unfinished Improvement Total:	\$63,300
Performance Security (110% of Unfinished Improvements)	\$69,630
Labor & Materials Bond (50% of Performance Security)	\$34,815

; and

**WHEREAS**, the SIA for Tract 4155 refers to the guarantee of streets and public improvements that are necessary to support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). River Islands is required to provide security for all incomplete Offsite Improvements for the Neighborhoods as detailed in Table 1 of the City Managers Report; and

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

**WHEREAS**, Tract 4155 needs to be annexed into the three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2023-1 City of Lathrop Annexation No. 4. CFD 2013-1 Island Reclamation District (RD) 2062 Annexation, and CFD 2013-1 River Islands

Public Financing Authority (RIPFA) Annexation are administered by RD 2062 and RIPFA. They are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

**WHEREAS**, Brightwood Avenue, Coral Tree Lane, and Kenwood Drive are necessary for secondary access to Tract 4155 but is not part of the large parcel that encompasses Tract 4155 and therefore must be dedicated by a document separate from the Final Map. River Islands has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of Brightwood Avenue, Coral Tree Lane, and Kenwood Drive that fronts and provides access to Tract 4155; and

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

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

1. The Final Map for Tract 4155 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands and a Certificate of Acceptance for an Irrevocable Offer of Dedication for Brightwood Avenue, Coral Tree Lane, and Kenwood Drive, in substantially the form as attached to the September 11, 2023 staff report.
3. Annexation of the City of Lathrop Community Facilities District No. 2023-1 No. 4 (River Islands Public Services and Facilities) in substantially the form as attached to the September 11, 2023 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 11<sup>th</sup> day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

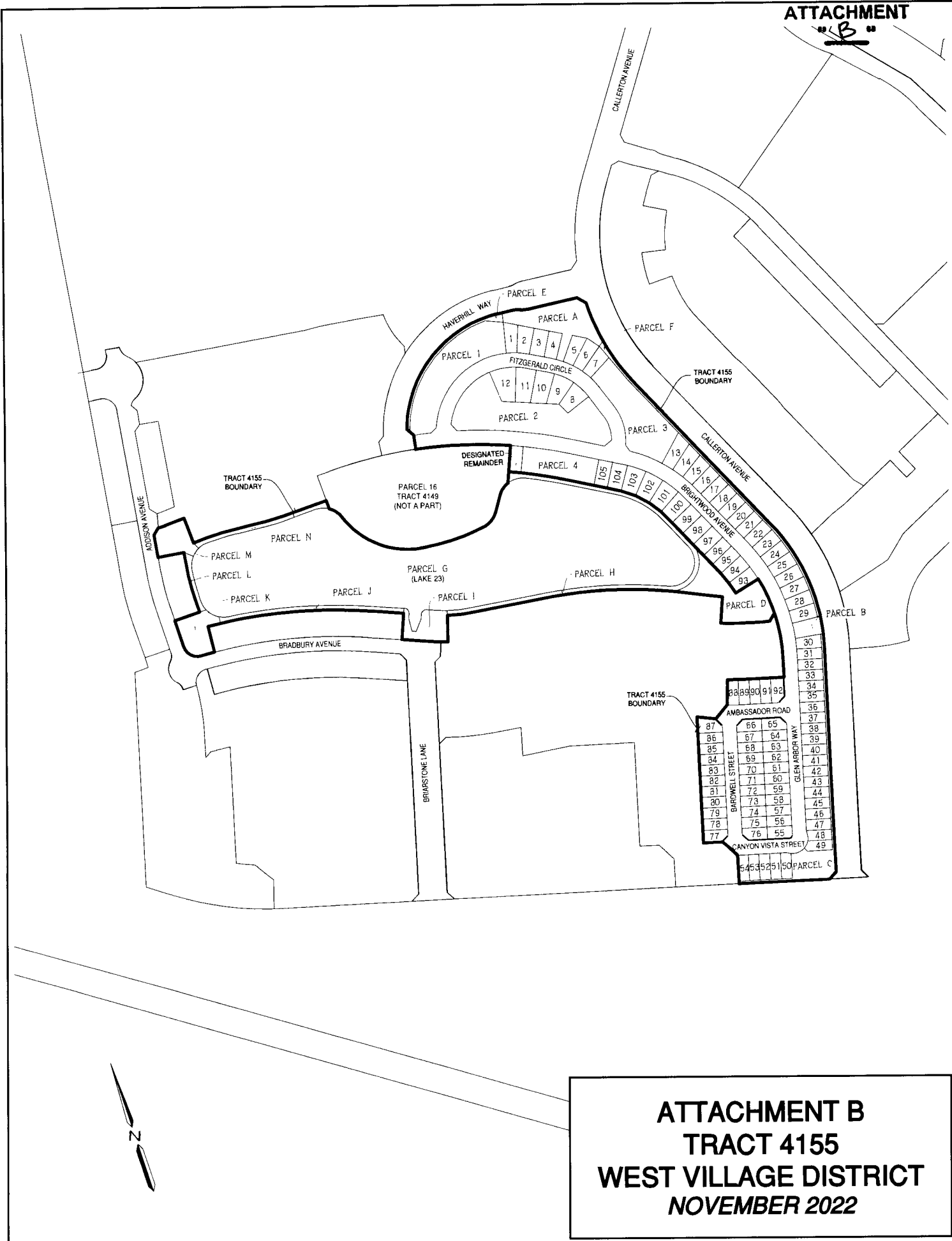
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**ATTACHMENT B**  
**TRACT 4155**  
**WEST VILLAGE DISTRICT**  
**NOVEMBER 2022**

**SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF LATHROP AND  
RIVER ISLANDS DEVELOPMENT AREA 1, LLC,  
F/K/A RIVER ISLANDS EMPLOYMENT CENTER, LLC,  
FOR TRACT 4155 WEST VILLAGE UNIT 1 105 RESIDENTIAL LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **11<sup>th</sup> day of September 2023**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 1, LLC**, a Delaware Limited Liability Company, **F/K/A River Islands Employment Center, LLC**, a Delaware Limited Liability Company (hereinafter referred to as "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 4155. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4155 (West Village Unit 1) located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for West Village Unit 1, in the amount shown in Table 1.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER is required to provide security as detailed in Table 1 of this Agreement.

1. Callerton Avenue Bridge: This bridge provides the main access to the Neighborhoods and is expected to be completed with a year of execution of this Agreement. The Callerton Avenue Temporary Bridge and/or Stornoway Access Road, as detailed below, will provide temporary access to the Neighborhoods until the Callerton Avenue Bridge is constructed.
2. Callerton Avenue Temporary Bridge: This bridge will consist of two lanes and will provide interim access to the Neighborhoods while the final Callerton Avenue Bridge is being constructed. Prior to approval of the first building permit in the Neighborhoods, SUBDIVIDER shall complete a traffic analysis to determine the vehicle capacity of the temporary bridge and enter into a separate agreement with CITY to guarantee a second temporary bridge for a total of four lanes to be construction prior to the two lane bridge capacity being exceeded.



3. Stornoway Access Roads: SUBDIVIDER has constructed a 24' wide paved roadway within an existing public access easement just south of the ultimate Stornoway Avenue alignment that connects the Neighborhoods to Paradise Road. This roadway is intended to provide temporary access to the Neighborhoods until the Callerton Avenue Bridge is constructed. SUBDIVIDER shall improve the Stornoway Access Roads to the satisfaction of the City Engineer prior to issuance of the first building permit. These improvements include but are not limited to lighting, signage, and striping necessary to guide motorists through the Neighborhoods. SUBDIVIDER shall also dedicate public access easement or right of way for all roads necessary to provide public access from the Stornoway Access Road to Callerton Avenue as depicted in Exhibit "E" prior to issuance of the first building permit.
4. Fire Access Road: Condition of Approval (COA) #23 for VTM Tract 6716 requires that fire access roads meet the San Joaquin County Fire Chief's Fire Access Road Standard, which is 20' in width. SUBDIVIDER has agreed with Lathrop Manteca Fire District (LMFD) to construct a 20' fire access road from Station 35 on Somerston Parkway to the southern terminus of Callerton Avenue at the future intersection with Cambay Parkway. SUBDIVIDER shall complete construction and dedicate emergency vehicle access easement and/or permission from Island Reclamation District (RD) 2062 for all portions of the Fire Access Road that are not within public right of way prior to issuance of the first building permit.
5. Callerton Avenue Sewer Lift Station: SUBDIVIDER has obtained approved plans and construction of this facility is underway. This facility is needed to convey wastewater from the Neighborhoods to the City's wastewater treatment plant and is expected to be completed within one year of execution of this Agreement. A pump and haul system, as detailed in Section 9 of this Agreement, will be utilized until construction of the facility is complete and the Callerton Avenue Bridge is constructed.
6. Del Webb Interim Potable Water Connection: Due to low pressure reported during a fire flow test conducted on a hydrant, SUBDIVIDER is required to construct an additional water line to complete the fire loop so that sufficient pressure is provided to the fire protection system.

F. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4155 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 4155 and West Village Unit 1 overall. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4155 are required security as outlined in this Agreement is required.

G. The term "Improvements" as used in this Agreement means all improvements listed in Recital B-F and any associated improvements to complete required improvements in the aforementioned Recitals.

**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 West Village Unit 1 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 as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4155, or September 11, 2024, whichever comes first.

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 \$811,500, equal to 10% of estimated cost of improvements for the West Village Unit 1 neighborhood (\$8,115,000 ) as included in the Engineer’s estimate attached to this Agreement as Exhibit “D”, to insure SUBDIVIDER’s repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period after Council acceptance, 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, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, 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 deposit, bond for performance and labor & materials and repair and maintenance, or letter of credit) 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 and Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4155 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide public access, emergency vehicle access, and wastewater discharge for the Neighborhoods as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER is required to provide security as detailed in Table 1 and Exhibit "F" of this Agreement.

- a) Callerton Avenue Bridge: This bridge provides the main access to the Neighborhoods and is expected to be completed with a year of execution of this Agreement. The Callerton Avenue Temporary Bridge and/or Stornoway Access Road, as detailed below, will provide temporary access to the Neighborhoods until the Callerton Avenue Bridge is constructed.

- b) Callerton Avenue Temporary Bridge: This bridge will consist of two lanes and will provide interim access to the Neighborhoods while the final Callerton Avenue Bridge is being constructed. Prior to approval of the first building permit in the Neighborhoods, SUBDIVIDER shall complete a traffic analysis to determine the vehicle capacity of the temporary bridge and enter into a separate agreement with CITY to guarantee a second temporary bridge for a total of four lanes to be construction prior to the two lane bridge capacity being exceeded.
- c) Stornoway Access Roads: SUBDIVIDER has constructed a 24’ wide paved roadway within an existing public access easement just south of the ultimate Stornoway Avenue alignment that connects the Neighborhoods to Paradise Road. This roadway is intended to provide temporary access to the Neighborhoods until the Callerton Avenue Bridge is constructed. SUBDIVIDER shall improve the Stornoway Access Roads to the satisfaction of the City Engineer prior to issuance of the first building permit. These improvements include but are not limited to lighting, signage, and striping necessary to guide motorists through the Neighborhoods. SUBDIVIDER shall also dedicate public access easement or right of way for all roads necessary to provide public access from the Stornoway Access Road to Callerton Avenue as depicted in Exhibit “E” prior to issuance of the first building permit.
- d) Fire Access Road: Condition of Approval (COA) #23 for VTM Tract 6716 requires that fire access roads meet the San Joaquin County Fire Chief’s Fire Access Road Standard, which is 20’ in width. SUBDIVIDER has agreed with Lathrop Manteca Fire District (LMFD) to construct a 20’ fire access road from Station 35 on Somerston Parkway to the southern terminus of Callerton Avenue at the future intersection with Cambay Parkway. SUBDIVIDER shall complete construction and dedicate emergency vehicle access easement and/or permission from RD 2062 for all portions of the Fire Access Road that are not within public right of way prior to issuance of the first building permit.
- e) Callerton Avenue Sewer Lift Station: SUBDIVIDER has obtained approved plans and construction of this facility is underway. This facility is needed to convey wastewater from the Neighborhoods to the City’s wastewater treatment plan and is expected to be completed within one year of execution of this Agreement. A pump and haul system, as detailed in Section 9 of this Agreement, will be utilized until construction of the facility is complete and the Callerton Avenue Bridge is constructed.
- f) Del Webb Interim Potable Water Connection: Due to low pressure reported during a fire flow test conducted on a hydrant, SUBDIVIDER is required to construct an additional water line to complete the fire loop so that sufficient pressure is provided to the fire protection system.

**Table 1 – Bond Values**  
**Tract 4155 Improvements**

<b>Tract 4155 Improvements</b>	
Unfinished Improvement Total:	\$63,300
Performance Bond (Bond No.0799691):	\$69,630
Labor & Materials Bond (Bond No.0799691):	\$34,815
<b>Callerton Avenue Bridge</b>	
Unfinished Improvement Total:	\$141,000

Performance Bond (Bond No.0844434):	\$155,100
Labor & Materials Bond (Bond No.0844434):	\$77,550
<b>Callerton Avenue Temporary Bridge</b>	
Unfinished Improvement Total:	\$375,000
Performance Bond (Bond No.0799685):	\$412,500
Labor & Materials Bond (Bond No.0799685):	\$206,250
<b>Stornoway Access Roads</b>	
Unfinished Improvement Total:	\$32,000
Performance Bond (Bond No.0799690):	\$35,200
Labor & Materials Bond (Bond No.0799690):	\$17,600
<b>Fire Access Roads</b>	
Unfinished Improvement Total:	\$489,000
Performance Bond (Bond No.0799689):	\$537,900
Labor & Materials Bond (Bond No.0799689):	\$268,950
<b>Callerton Avenue Sewer Lift Station</b>	
Unfinished Improvement Total:	\$1,885,885.45
Performance Bond (Bond No.0799688):	\$2,074,474
Labor & Materials Bond (Bond No.0799688):	\$1,037,237
<b>Del Webb Interim Potable Water Connection</b>	
Unfinished Improvement Total:	\$65,000
Performance Bond (Bond No.0844435):	\$71,500
Labor & Materials Bond (Bond No.0844435):	\$35,750

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City’s Combined Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, the Callerton Avenue Bridge, which is guaranteed with this SIA, has not yet been constructed due to permitting delays and therefore the wastewater conveyance system for Phase 2 of the Project south/west of the main drain does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requests approval of the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station and Bridge are constructed and conveyance of wastewater to the CTF is possible. SUBDIVIDER agrees to the following, which is applicable to any structure south/west of the main drain:

- a. Prior to issuance of first building permit, SUBDIVIDER shall provide a plan for the pump and haul system to CITY including location of wastewater system plugs (if any), storage location of wastewater, pump and haul frequency, pump and haul contractor information, dump location, etc.
- b. Prior to the first occupancy of any structure that discharges wastewater, SUBDIVIDER shall complete improvements to the wastewater system to accommodate the pump and haul system, which may include completion of the Callerton Avenue Lift Station wet well or plug and redundant plug of a section of the wastewater system to control the storage location.
- c. Prior to the 41st occupancy of any structure that discharges wastewater, SUBDIVIDER will be expected to have the wastewater conveyance system operational to deliver wastewater to the CTF. If the conveyance system is not operational, SUBDIVIDER shall

provide an updated plan for the continuation of pump and haul to CITY. Extension of pump and haul and other measures to convey wastewater such as operation of the Lift Station without SCADA will be considered by CITY but is not guaranteed. Any interim measure to continue issuance of occupancies beyond 40 units shall not be unreasonably withheld.

SUBDIVIDER has guaranteed the Callerton Avenue Lift Station, Callerton Avenue Bridge and the wastewater conveyance system from the Lift Station to the Phase 1 wastewater system, which ultimately conveys wastewater to the CTF. These improvements and guarantees are subject to Section 7 of this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 4155.

22. The following miscellaneous provisions are applicable to this Agreement:

- a. **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. **Definitions.** The definitions and terms are as defined in this Agreement.
- c. **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. **Incorporation of Documents.** All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- 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 4155
- EXHIBIT B TRACT 4155 AND WEST VILLAGE UNIT 1 AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: WEST VILLAGE UNIT 1 UNFINISHED IMPROVEMENTS AND FULL



Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

IMPROVEMENTS COST ESTIMATE

EXHIBIT E: STORNOWAY ACCESS ROADS

EXHIBIT F: OFFSITE IMPROVEMENT COST ESTIMATES

Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC)  
Tract 4155 West Village Unit 1

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11<sup>th</sup> day of September 2023, 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

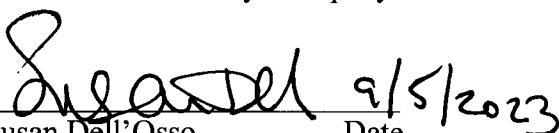
BY: \_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore              Date  
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: \_\_\_\_\_  
Salvador Navarrete              Date  
City Attorney

River Islands Development Area 1, LLC,  
a Delaware Limited Liability Company  
F/K/A River Islands Employment Center LLC,  
a Delaware Limited Liability Company

BY:  9/5/2023  
Susan Dell'Osso                      Date  
President  
"SUBDIVIDER"

Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands Employment Center, LLC)  
Tract 4155 West Village Unit 1

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11<sup>th</sup> day of September 2023, at Lathrop, California.

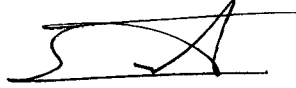
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

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

BY: \_\_\_\_\_  
Teresa Vargas                      Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore              Date  
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  \_\_\_\_\_ 8-31-2023  
Salvador Navarrete              Date  
City Attorney

River Islands Development Area 1, LLC,  
a Delaware Limited Liability Company  
F/K/A River Islands Employment Center LLC,  
a Delaware Limited Liability Company

BY: \_\_\_\_\_  
Susan Dell'Osso                      Date  
President  
"SUBDIVIDER"

Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

**EXHIBIT "A"**

**FINAL MAP - TRACT 4155**

**OWNER'S STATEMENT**

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS, OR HAVE SOME RECORD TITLE INTEREST IN THE LAND UNDEFINED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1", 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. TO THE CITY OF LATHROP FOR PUBLIC PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS FITZGERALD CIRCLE, BRIGHTWOOD AVENUE, GLEN ARBOR WAY, AMBASSADOR ROAD, BARDWELL STREET, AND CANYON VISTA STREET AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "W.E." (WALL EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.

1. PARCELS B THROUGH F, I, K AND M TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY REINQUISH TO THE CITY OF LATHROP ALL BUTTERS RIGHT OF ACCESS TO LOTS 55, 63, 66, 68, 71, 87, AND 92 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||||| AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1, 2, 3 AND DESIGNATED REMAINDER AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL A AS OPEN SPACE AND LANDSCAPING PURPOSES AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREOF, BUT WILL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL G FOR LAKE PURPOSES, AND PARCELS H, J, L AND N AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREOF, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, F/K/A RIVER ISLANDS EMPLOYMENT CENTER, A DELAWARE LIMITED LIABILITY COMPANY.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SUSAN BELL OSSO  
PRESIDENT

**TRUSTEE'S STATEMENT**

SAN JOAQUIN COUNTY RECORDER, COUNTY OF SAN JOAQUIN, CALIFORNIA, HAS RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-18694, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022, AS DOCUMENT NUMBER 2022-13008, AND THE ORIGINAL DOCUMENT RECORDED NOVEMBER 23, 2022 AS DOCUMENT NUMBER 2022-13008, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
BY: \_\_\_\_\_  
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 \_\_\_\_\_, 2023 BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT (OR THE ENTRY 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 \_\_\_\_\_  
CITY AND STATE OF BUSINESS \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**TRACT 4155  
RIVER ISLANDS - PHASE 2  
WEST VILLAGE UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



**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 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORRATION AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, THE RECORDED MAP AS INDICATED BY THE SYMBOL |||||||, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, THE DEDICATION OF THE GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCELS B THROUGH F, I, K AND M AND ACCEPTED THE OFFER OF DEDICATION OF FITZGERALD CIRCLE, BRIGHTWOOD AVENUE, GLEN ARBOR WAY, AMBASSADOR ROAD, BARDWELL STREET, AND CANYON VISTA STREET AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 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 }

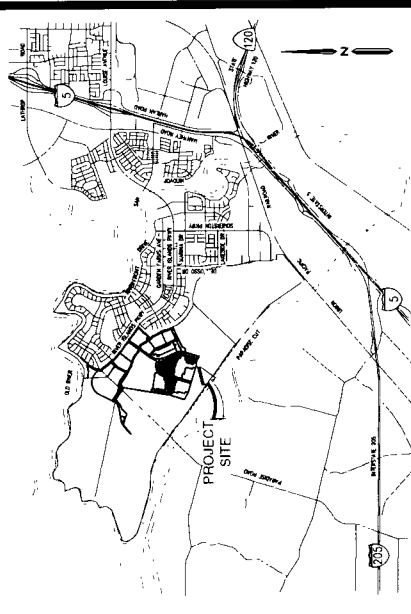
ON \_\_\_\_\_, 2023 BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT (OR THE ENTRY 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 \_\_\_\_\_  
CITY AND STATE OF BUSINESS \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



**VICINITY MAP  
NOT TO SCALE**

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT**

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4926

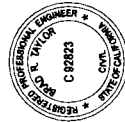
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

**CITY ENGINEER'S STATEMENT**

I, BRAD R. TAYLOR, OR HEREBY STATE THAT I AM, THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, 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 VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023



BRAD R. TAYLOR, P.E. C 92823  
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

**RECORDERS STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ M  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF SAID REPUBLIC TITLE COMPANY.  
FEE \$ \_\_\_\_\_

STEVE BESTLANDER, COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA  
BY \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

REFERENCES  
(R) TRACT MAP RIVER ISLANDS PHASE 2, WEST VILLAGE, LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.I.C.P. (44 MAP 52)

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 2001-00460771, S.I.C.P.

## CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, F/K/A RIVER ISLANDS EMPLOYMENT CENTER, A DELAWARE LIMITED LIABILITY COMPANY:

- 1) PARCELS B THROUGH E, L, K AND M, FOR PURPOSES OF LANDSCAPE OPEN SPACES, 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 58477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



## CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

DARRYL A. ALEXANDER, P.L.S. 5074  
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 AREA 1, LLC, ON AUGUST 18, 2022. I HEREBY STATE THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF CALIFORNIA AND THAT THE MONUMENTS THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE OR THAT THEY WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED "ASTING TENTATIVE" MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

DIYAN DRAWFORD, P.L.S. NO. 7788



## REGITALS

1. RIGHT TO EMBLEM STATEMENT PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04. THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAUREL AND PROPER USE OF AGRICULTURAL PRODUCTS, INCLUDING SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE, CULTIVATION, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO AGRICULTURALLY ACTIVE SECTOR OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE SECTOR.
2. A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCO, INCORPORATED, JOSEF J. TOULLE, G.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP. THE RIVER ISLANDS PHASE 2, WEST VILLAGE UNIT 1, CONTAINS 105 RESIDENTIAL LOTS WITH A TOTAL OF 13,786 ACRES. PARCELS A THROUGH N CONTAINING 23,801 ACRES, MORE OR LESS. PARCELS 1 THROUGH 3 CONTAINING 5,479 ACRES, MORE OR LESS AND DESIGNATED REMAINDER CONTAINING 0.946 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 7,005 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4155 AREA SUMMARY	
LOTS 1 THROUGH 105	13,786 AC±
STREET DEDICATIONS	7,005 AC±
PARCELS 1 - 3	5,479 AC±
DESIGNATED REMAINDER	0.946 AC±
PARCELS A - N	23,801 AC±
TOTAL	50,997 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214202612-1R (VERSION B), DATED MARCH 2, 2023, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	RADIUS	DELTA
L67	N23°33'10"E	1030.00	314.96'
L68	N64°16'57"W	690.00	29202.34'
L69	N63°33'32"W	85.00	1811.42'
L70	N68°00'34"W	117.00	1811.42'
L71	N65°38'42"W	2072.00	137.50'
L72	N67°21'19"W	60.00	8652.32'
L73	N69°03'57"W	330.00	5162.52'
L74	N70°46'34"W	690.00	1374.33'
L75	N72°28'11"W	270.00	6355.24'
L76	N74°11'49"W	628.00	6477.00'
L77	N75°54'28"W	678.00	432.51'
L78	N77°37'03"W	850.00	3055.55'
L79	N79°31'31"W	100.00	3741.43'
L80	N81°04'51"W	100.00	1454.19'
L81	N80°39'21"W	100.00	4806.28'
L82	N75°55'32"W	100.00	3858.07'
L83	N78°32'21"E	1000.00	835.40'
L84	N63°33'32"W	690.00	1548.00'
L85	N34°34'30"E		
L86	N73°35'00"W		
L87	N0°44'56"E		
L88	N91°45'6"E		

LINE TABLE		LENGTH	
LINE	DIRECTION	LENGTH	DELTA
L67	N23°33'10"E	111.00'	
L68	N64°16'57"W	52.00'	
L69	N63°33'32"W	104.00'	
L70	N68°00'34"W	54.38'	
L71	N65°38'42"W	55.31'	
L72	N67°21'19"W	55.31'	
L73	N69°03'57"W	55.31'	
L74	N70°46'34"W	55.31'	
L75	N72°28'11"W	55.31'	
L76	N74°11'49"W	55.31'	
L77	N75°54'28"W	55.31'	
L78	N77°37'03"W	55.31'	
L79	N79°31'31"W	68.08'	
L80	N81°04'51"W	65.14'	
L81	N80°39'21"W	64.00'	
L82	N75°55'32"W	64.00'	
L83	N78°32'21"E	111.00'	
L84	N63°33'32"W	22.63'	
L85	N34°34'30"E	71.06'	
L86	N73°35'00"W	26.79'	
L87	N0°44'56"E	236.99'	
L88	N91°45'6"E	30.00'	

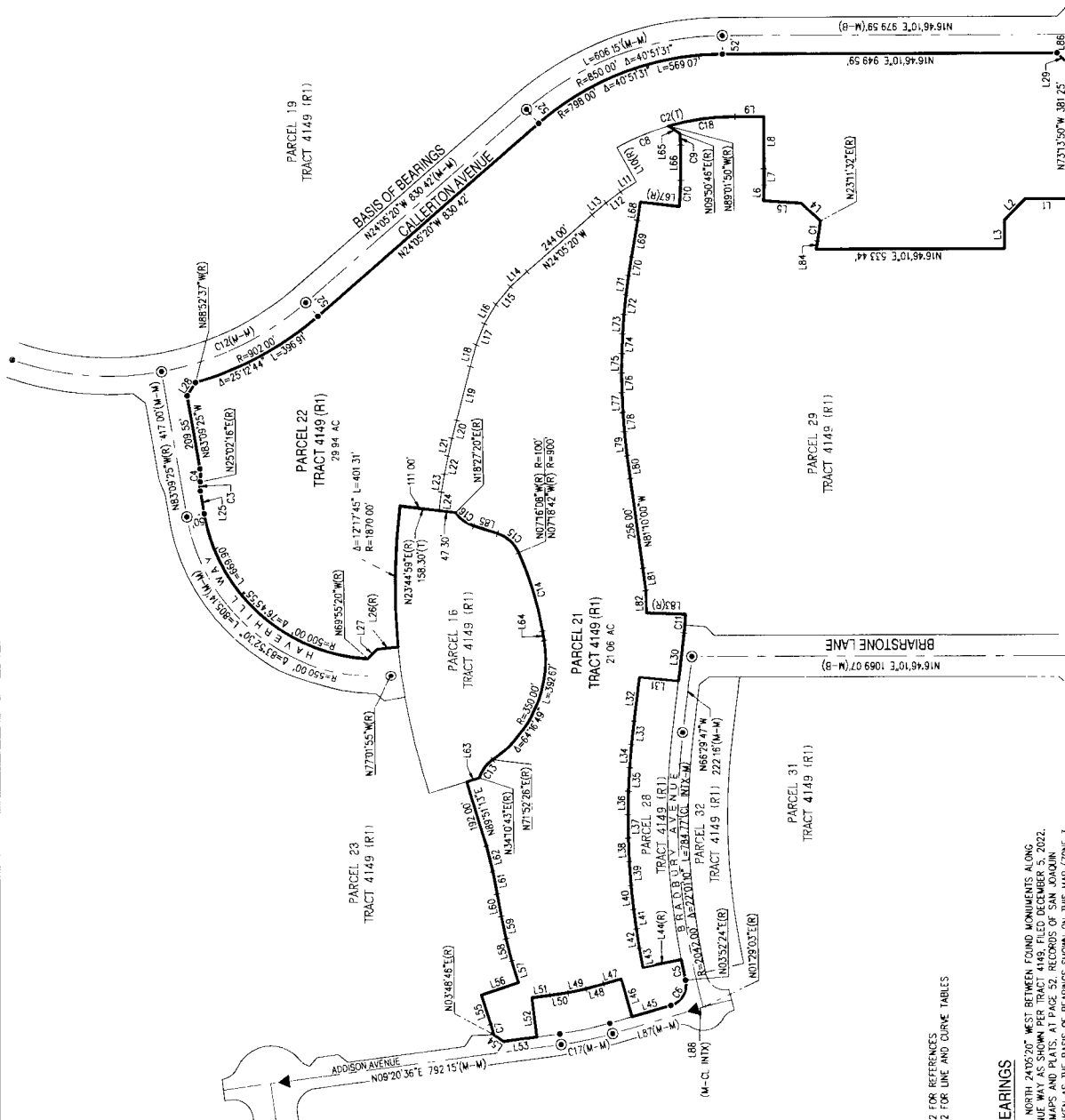
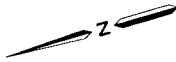
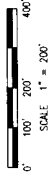
LINE TABLE		LENGTH	
LINE	DIRECTION	LENGTH	DELTA
L45	N0°44'56"E	114.41'	
L46	N89°15'04"W	111.00'	
L47	N0°44'56"E	52.00'	
L48	N1°11'44"E	51.99'	
L49	N5°02'45"E	52.00'	
L50	N8°23'48"E	52.00'	
L51	N8°20'36"E	52.00'	
L52	N8°39'24"W	111.00'	
L53	N9°20'36"E	95.61'	
L54	N51°34'41"E	33.61'	
L55	N85°32'21"E	85.76'	
L56	N1°27'39"W	111.00'	
L57	N89°21'18"E	64.00'	
L58	N88°00'46"W	54.00'	
L59	N85°18'54"W	64.00'	
L60	N83°54'19"W	64.00'	
L61	N83°55'45"W	64.96'	
L62	N87°18'26"W	75.12'	
L63	N0°38'47"W	37.41'	
L64	N82°24'23"W	26.79'	
L65	N50°24'28"E	37.99'	
L66	N73°35'00"W	100.00'	

LINE TABLE		LENGTH	
LINE	DIRECTION	LENGTH	DELTA
L23	N63°42'34"W	52.01'	
L24	N65°24'12"W	52.01'	
L25	N83°39'25"W	85.00'	
L26	N1°27'14"E	60.00'	
L27	N29°14'03"W	37.91'	
L28	N40°32'26"W	44.15'	
L29	N61°46'10"E	42.43'	
L30	N62°29'47"W	140.65'	
L31	N23°30'13"E	111.00'	
L32	N66°29'47"W	128.00'	
L33	N65°58'41"W	86.51'	
L34	N68°40'42"W	67.43'	
L35	N70°26'53"W	67.43'	
L36	N71°10'55"W	67.43'	
L37	N72°59'16"W	67.43'	
L38	N75°45'28"W	67.43'	
L39	N77°33'39"W	67.43'	
L40	N79°17'50"W	64.00'	
L41	N85°18'54"W	54.79'	
L42	N82°20'21"W	52.00'	
L43	N83°46'38"W	54.79'	
L44	N53°01'4"E	111.00'	

LINE TABLE		LENGTH	
LINE	DIRECTION	LENGTH	DELTA
L1	N16°46'10"E	122.00'	
L2	N88°55'13"W	85.39'	
L3	N73°13'50"W	80.00'	
L4	N59°39'58"E	74.87'	
L5	N20°37'29"E	106.00'	
L6	N70°52'03"W	45.00'	
L7	N73°36'12"W	45.00'	
L8	N73°13'50"W	147.79'	
L9	N16°46'10"E	81.72'	
L10	N7743'36"E	111.00'	
L11	N14°50'58"W	52.05'	
L12	N20°00'08"W	52.05'	
L13	N23°52'02"W	52.00'	
L14	N25°29'55"W	64.13'	
L15	N33°37'27"W	64.20'	
L16	N42°37'36"W	64.20'	
L17	N51°37'46"W	64.20'	
L18	N58°42'35"W	158.00'	
L20	N58°52'56"W	52.00'	
L21	N60°19'16"W	52.01'	
L22	N62°00'55"W	52.01'	

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBMISSION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
APRIL, 2023



### MONUMENTATION NOTES

- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ⊙ FOUND MONUMENT PER (R)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)

### LEGEND

- 200'00" (R) MEASURED AND RECORD DATA PER REFERENCE SHOWN
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-A) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (M-CL-INTX) MONUMENT TO CENTERLINE INTERSECTION
- (M-BC) MONUMENT TO BEGINNING OF CURVE
- (BC-CL-INTX) BEGN. CURVE TO CENTERLINE INTERSECTION
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- AE ACCESS EASEMENT
- EVAE EMBANKMENT REFERENCE ACCESS EASEMENT
- PULE PUBLIC UTILITY EASEMENT
- WE WALL EASEMENT
- L/C/CI LINE, CURVE
- BOUNDARY
- UT LINE OR RIGHT-OF-WAY LINE
- ESSENT LINE
- CENTERLINE
- RESTRICTED ACCESS

### NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 2 FOR LINE AND CURVE TABLES

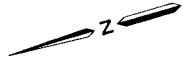
### BASIS OF BEARINGS

THE BEARING OF NORTH 24°52'20" WEST BETWEEN FOUND MONUMENTS ALONG  
CALLERTON AVENUE WAY AS SHOWN PER TRACT 4149, FILED DECEMBER 5, 2022,  
IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, 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 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADEO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (14 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

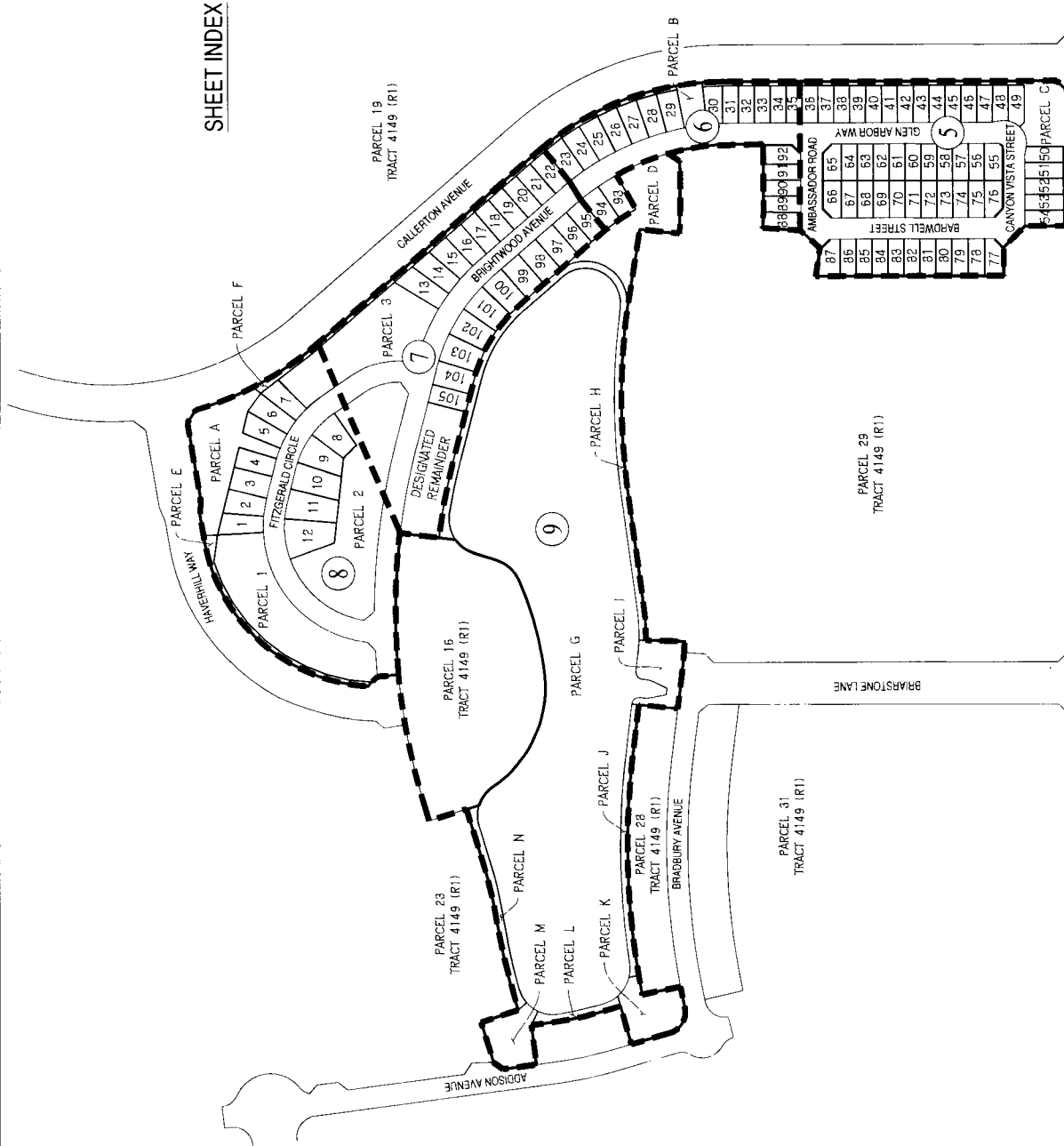
APRIL 2023



## SHEET INDEX

### LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

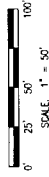




# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESADERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023

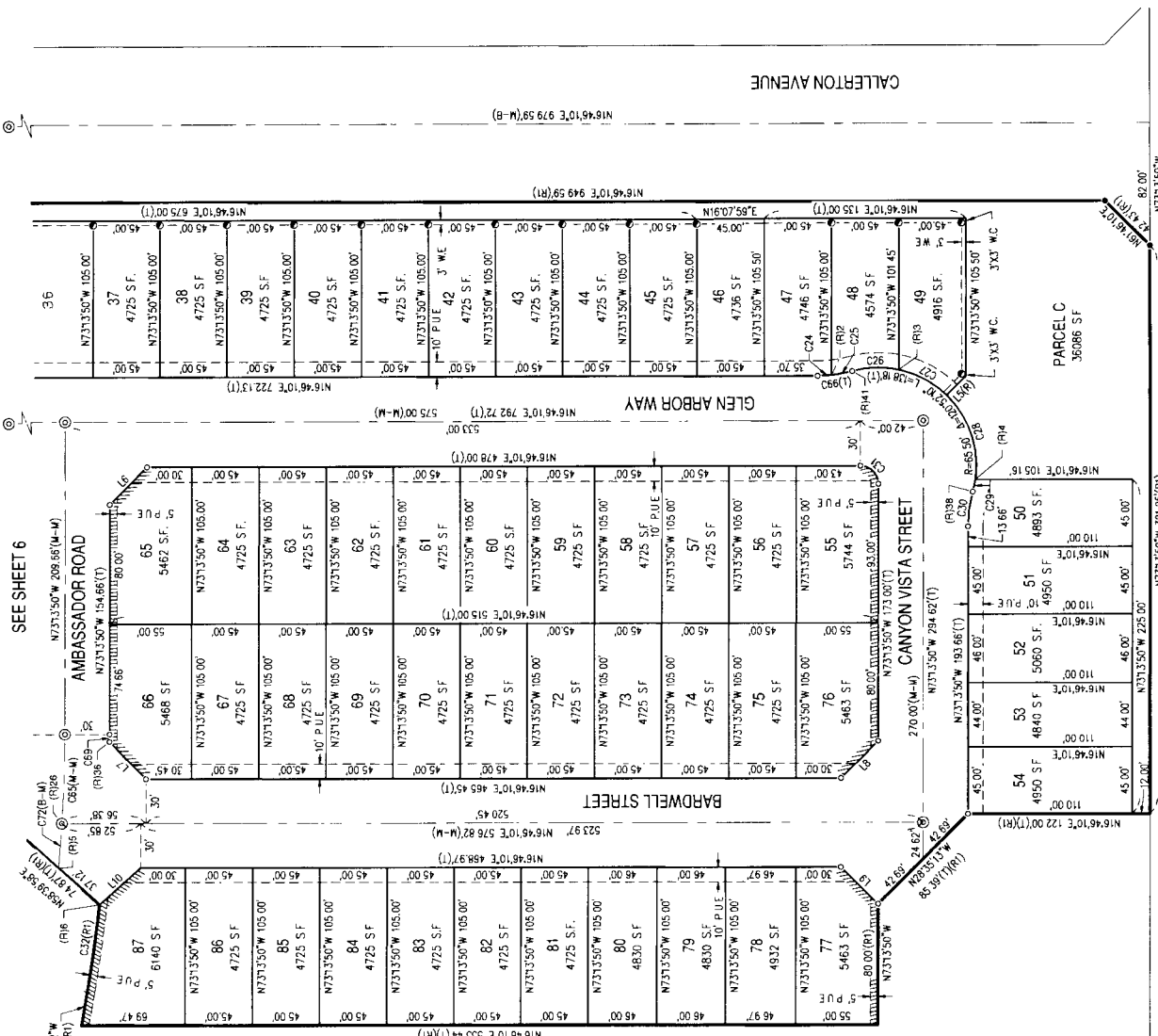


### NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES

### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REBAR LOT CORNERS (UNLESS OTHERWISE NOTED). SEE SECTION 17 OF PLSS FOR STAMPED "PLS 7788" INSTRUCTIONS FOR MONUMENTATION. MONUMENTATION FOR ALL FRONT LOT CORNERS



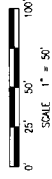
SEE SHEET 6

TRACT 4149 (R1)  
PARCEL 29

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO LL RESCAUERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 57),  
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023

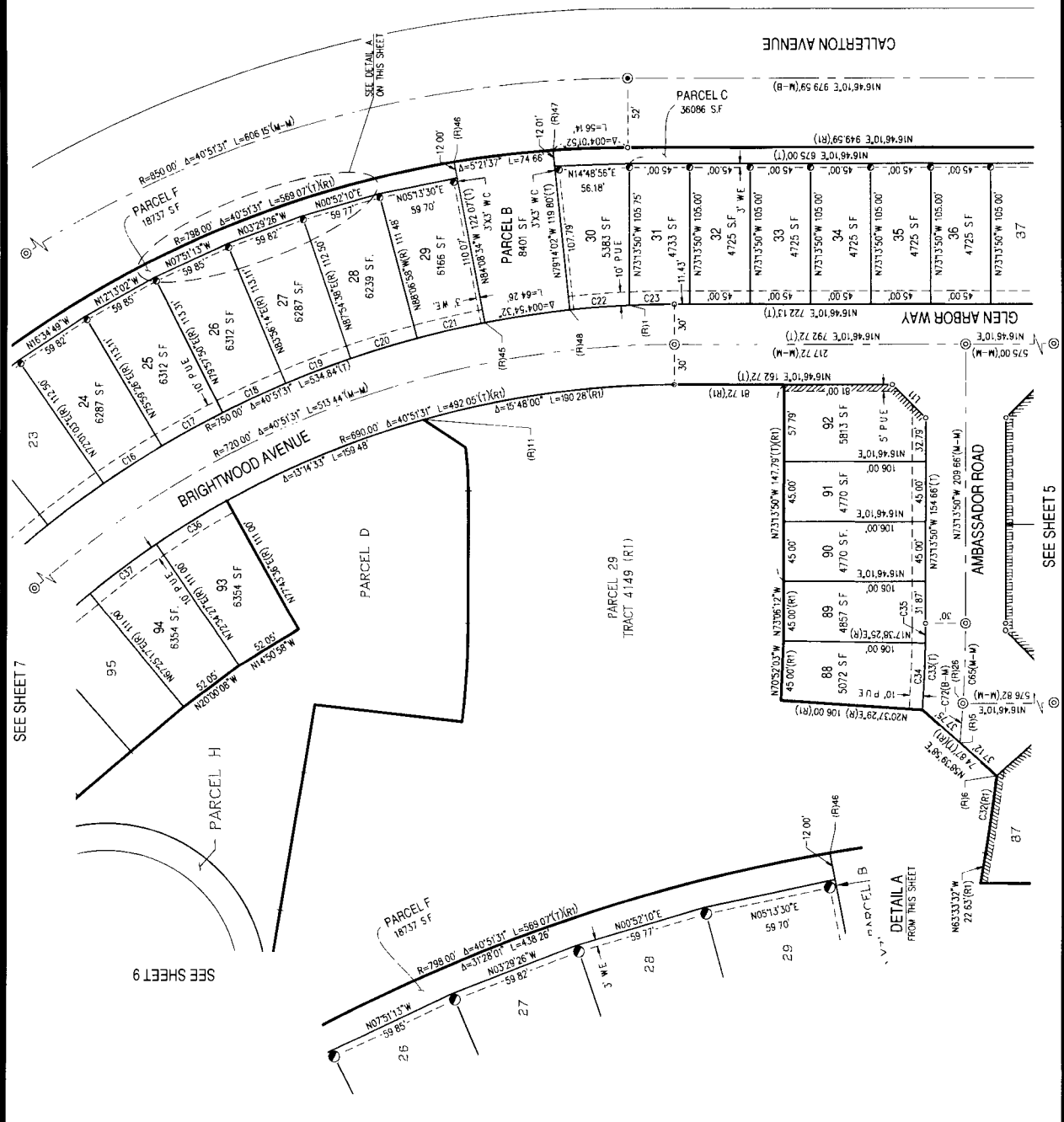


## NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES

## MONUMENTATION NOTES

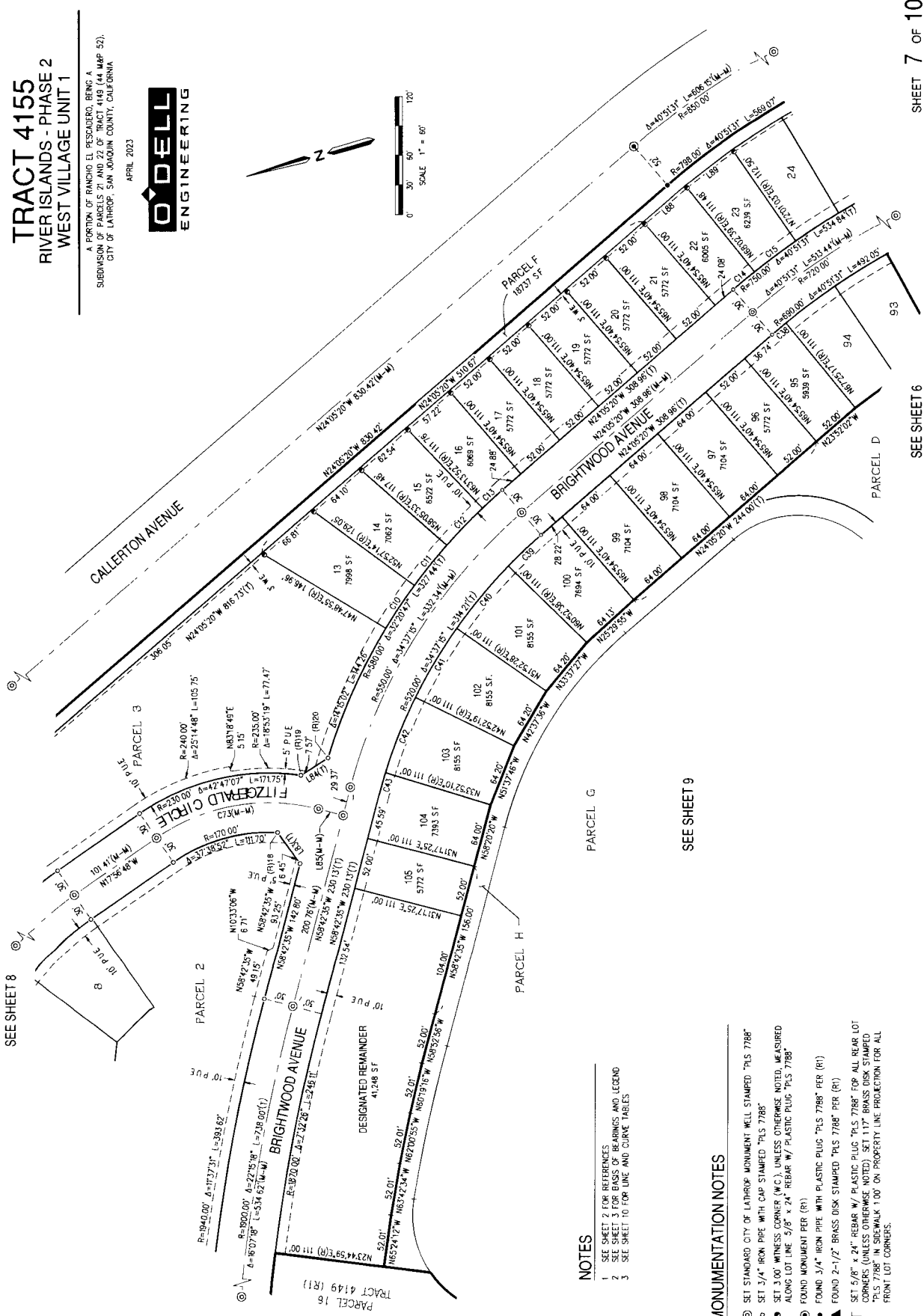
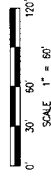
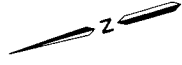
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7786"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7786"
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7786" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7786" PER (R1)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7786" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1" BRASS DISK STAMPED "PLS 7786" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS



**TRACT 4155**  
**RIVER ISLANDS - PHASE 2**  
**WEST VILLAGE UNIT 1**

A PORTION OF RANCHO EL PESQUERO, BEING A  
 SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4109 (144 MAP 57),  
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



SEE SHEET 8

SEE SHEET 9

SHEET 7 OF 10

SEE SHEET 6

**NOTES**

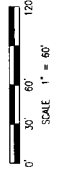
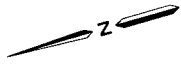
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES

**MONUMENTATION NOTES**

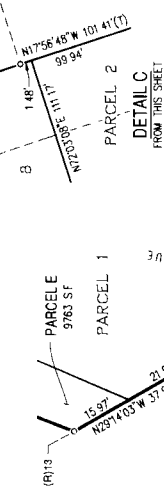
- SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 2/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT PER (RT)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RT)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (RT)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" MONUMENT 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

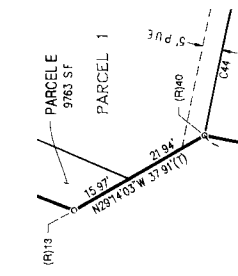
A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA  
APRIL 2023



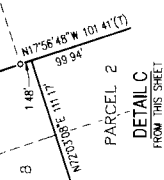
- NOTES**
1. SEE SHEET 2 FOR REFERENCES
  2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
  3. SEE SHEET 10 FOR LINE AND CURVE LABELS
  4. SEE SHEETS 9, 8, OR 7 FOR ADJACENT NOTES



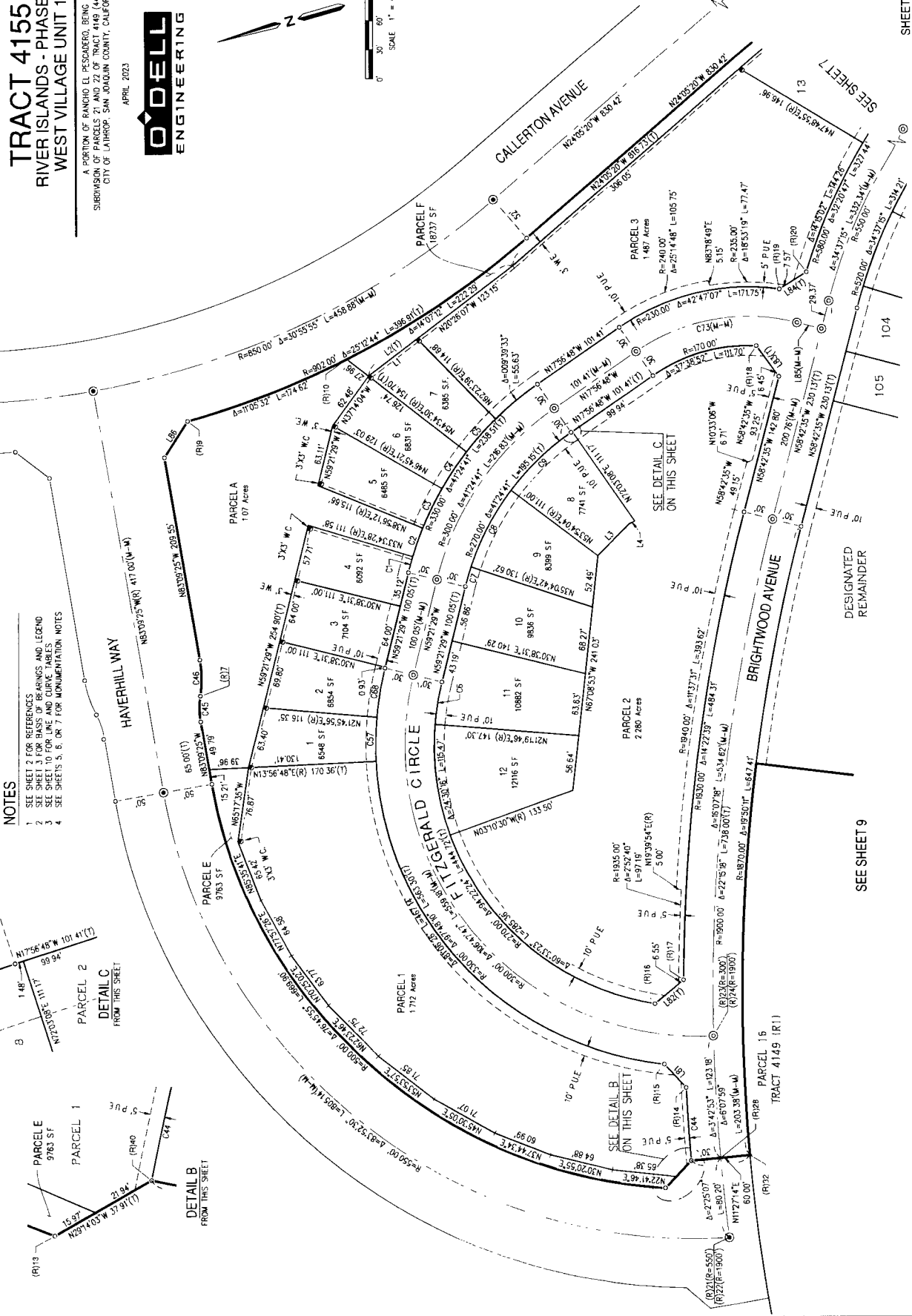
**DETAIL A**  
FROM THIS SHEET



**DETAIL B**  
FROM THIS SHEET



**DETAIL C**  
FROM THIS SHEET



SEE SHEET 9

SEE SHEET 7



# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LAHOLP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



## NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEETS 5, 6, OR 7 FOR MONUMENTATION NOTES

LINE #	DIRECTION	LENGTH
L1	N81°04'51"W	65.14
L2	N80°39'21"W	64.00
L3	N74°55'32"W	64.00
L4	N65°29'47"W	140.86
L5	S66°29'47"E	46.05
L6	N25°30'13"E	16.58
L7	N41°39'28"E	49.77
L8	S65°29'47"E	18.00
L9	S5°20'59"W	49.77
L10	S23°30'13"W	16.58
L11	N64°00'34"E	54.38
L12	S65°28'42"E	55.31
L13	N67°21'19"W	55.31
L14	N69°03'57"W	67.43
L15	N70°46'34"W	55.31
L16	N72°13'05"W	67.43
L17	N79°17'50"W	67.43
L18	N75°54'28"W	67.43
L19	N89°54'04"W	54.79
L20	N82°20'21"W	54.79

LINE #	DIRECTION	LENGTH
L21	N33°37'27"W	64.20
L22	N25°29'55"W	64.13
L23	N23°52'02"W	62.00
L24	N20°00'08"W	52.05
L25	N14°52'58"W	52.05
L26	N77°43'36"E	111.00
L27	N50°24'28"E	37.59
L28	N75°13'50"W	100.00
L29	N64°16'57"W	52.00
L30	S63°33'32"E	104.00
L31	N64°00'34"E	54.38
L32	S65°28'42"E	55.31
L33	N67°21'19"W	55.31
L34	N69°03'57"W	67.43
L35	N70°46'34"W	55.31
L36	N72°13'05"W	67.43
L37	N79°17'50"W	67.43
L38	N75°54'28"W	67.43
L39	N89°54'04"W	54.79
L40	N82°20'21"W	54.79

LINE #	DIRECTION	LENGTH
L41	N20°26'07"W	62.63
L42	N20°26'07"W	185.78
L43	N28°39'18"W	45.84
L44	N10°33'05"W	6.02
L45	N89°51'02"W	18.45
L46	N28°13'50"W	35.36
L47	N28°15'57"E	35.95
L48	N28°13'50"W	35.36
L49	N61°46'10"E	35.95
L50	N25°22'01"W	37.08
L51	N61°46'10"E	35.36
L52	N65°24'12"W	52.01
L53	N65°42'34"W	52.01
L54	N62°00'55"W	52.01
L55	N60°19'16"W	52.01
L56	N89°52'56"W	52.00
L57	N88°42'35"W	156.00
L58	N89°20'00"W	64.00
L59	N51°13'46"W	84.20
L60	N62°37'35"W	64.20

LINE #	DIRECTION	LENGTH
L61	N63°46'38"W	54.79
L62	N22°24'34"W	38.12
L63	N15°47'54"W	32.56
L64	N31°17'25"E	25.87
L65	N40°33'26"W	44.15
L66	S23°58'27"E	56.15
L67	S34°34'30"W	71.06
L68	S23°58'27"E	56.15
L69	S0°44'56"W	65.89
L70	N89°20'08"W	64.00
L71	N85°18'54"W	64.00
L72	N83°54'19"W	64.00
L73	N89°55'45"W	64.86
L74	N87°18'26"W	75.12
L75	S89°51'13"W	136.48
L76	N83°54'16"W	121.08
L77	S7°44'55"W	23.50
L78	N6°58'31"E	27.60
L79	N48°51'16"W	42.59
L80	N24°40'22"W	31.19

LINE #	DIRECTION	LENGTH
L81	N63°46'38"W	54.79
L82	N22°24'34"W	38.12
L83	N15°47'54"W	32.56
L84	N31°17'25"E	25.87
L85	N40°33'26"W	44.15
L86	S23°58'27"E	56.15
L87	S34°34'30"W	71.06
L88	S23°58'27"E	56.15
L89	S0°44'56"W	65.89
L90	N89°20'08"W	64.00
L91	N85°18'54"W	64.00
L92	N83°54'19"W	64.00
L93	N89°55'45"W	64.86
L94	N87°18'26"W	75.12
L95	S89°51'13"W	136.48
L96	N83°54'16"W	121.08
L97	S7°44'55"W	23.50
L98	N6°58'31"E	27.60
L99	N48°51'16"W	42.59
L100	N24°40'22"W	31.19

CURVE #	RADIUS	DELTA	LENGTH
C41	520.00	9°00'09"	81.70
C42	520.00	9°00'09"	81.70
C43	520.00	2°34'45"	23.41
C44	1630.00	2°11'36"	70.88
C45	83.00	18°11'42"	26.36
C46	117.00	18°11'42"	37.15
C47	1738.00	5°12'19"	157.98
C48	20.00	90°00'00"	31.42
C49	30.00	18°09'14"	9.51
C50	30.00	18°09'14"	9.51
C51	20.00	90°00'00"	31.42
C52	100.00	22°00'03"	38.40
C53	841.26	7°42'59"	113.30
C54	100.00	24°41'45"	43.10
C55	1038.00	5°49'25"	136.09
C56	761.00	6°14'31"	82.90
C57	330.00	7°49'09"	45.03
C58	100.00	48°05'29"	83.96
C59	270.00	6°55'24"	32.63
C60	628.00	6°47'00"	74.35

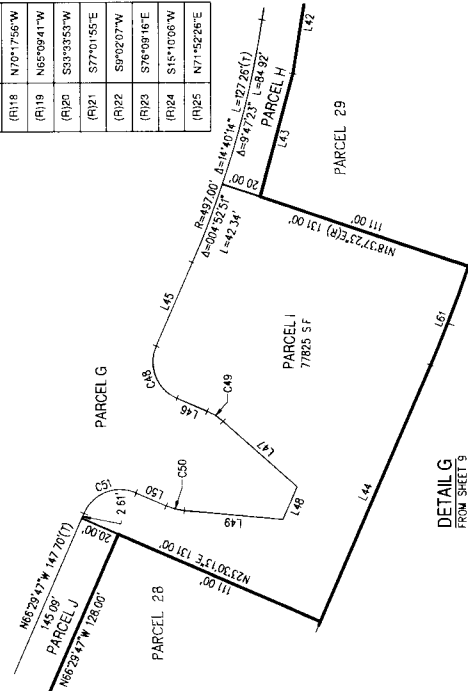
CURVE #	RADIUS	DELTA	LENGTH
C21	750.00	3°58'24"	52.01
C22	750.00	3°58'24"	45.01
C23	750.00	2°33'54"	33.58
C24	87.00	6°08'14"	9.32
C25	87.00	6°08'14"	9.32
C26	65.50	27°9'11.6"	31.46
C27	65.50	39°17'36"	36.92
C28	65.50	57°44'15"	61.43
C29	65.50	7°19'03"	9.37
C30	87.00	15°28'05"	23.44
C31	12.00	90°00'00"	18.85
C32	1030.00	3°14'56"	58.40
C33	970.00	3°51'19"	65.27
C34	970.00	2°59'04"	50.53
C35	970.00	0°52'15"	14.74
C36	690.00	5°09'10"	62.05
C37	690.00	5°09'10"	62.05
C38	690.00	1°30'37"	18.19
C39	520.00	5°02'02"	45.89
C40	520.00	9°00'09"	81.70

CURVE #	RADIUS	DELTA	LENGTH
C1	330.00	2°55'57"	16.89
C2	330.00	5°21'44"	30.88
C3	330.00	7°49'09"	45.03
C4	330.00	7°49'09"	45.03
C5	330.00	7°49'09"	45.03
C6	270.00	9°18'45"	43.86
C7	270.00	4°26'12"	20.91
C8	270.00	18°48'22"	88.70
C9	270.00	18°09'07"	85.54
C10	560.00	5°08'19"	52.02
C11	560.00	5°08'19"	52.02
C12	560.00	2°07'55"	27.92
C13	560.00	2°40'46"	27.13
C14	750.00	3°58'24"	52.01
C15	750.00	3°58'24"	52.01
C16	750.00	3°58'24"	52.01
C17	750.00	3°58'24"	52.01
C18	750.00	3°58'24"	52.01
C19	750.00	3°58'24"	52.01
C20	750.00	3°58'24"	52.01

CURVE #	RADIUS	DELTA	LENGTH
C61	628.00	4°52'51"	53.50
C62	2072.00	1°37'50"	58.86
C63	60.00	88°52'32"	90.88
C64	330.00	5°16'25"	30.37
C65	1000.00	3°27'34"	60.38
C66	87.00	15°28'05"	23.44
C67	690.00	13°14'33"	158.48
C68	330.00	8°52'35"	51.12
C69	1030.00	0°17'51"	5.35
C70	100.00	138°43'06"	242.11
C71	120.00	138°43'05"	290.53
C72	1000.00	1°43'43"	30.17
C73	200.00	49°14'13"	171.87
C74	1000.00	8°35'40"	150.00
C75	970.00	8°35'40"	145.50

LINE #	DIRECTION	RADIAL BEARINGS
(R)26	N20°13'44"E	
(R)27	N7°19'02"W	
(R)28	S11°27'14"W	
(R)29	S25°51'32"W	
(R)30	S28°05'06"W	
(R)31	N24°37'46"E	
(R)32	S7°54'46"W	
(R)33	S7°54'46"W	
(R)34	N7°54'46"W	
(R)35	S81°32'42"E	
(R)36	N17°04'01"E	
(R)37	S31°16'19"W	
(R)38	S32°12'15"W	
(R)39	N3°48'46"E	
(R)40	S11°27'14"W	
(R)41	S88°39'55"E	
(R)42	N34°10'43"E	
(R)43	N65°03'11"E	
(R)44	S28°54'50"W	
(R)45	N84°08'24"W	
(R)46	N62°37'19"W	
(R)47	N77°15'41"W	
(R)48	N79°14'02"W	
(R)49	N73°24"E	

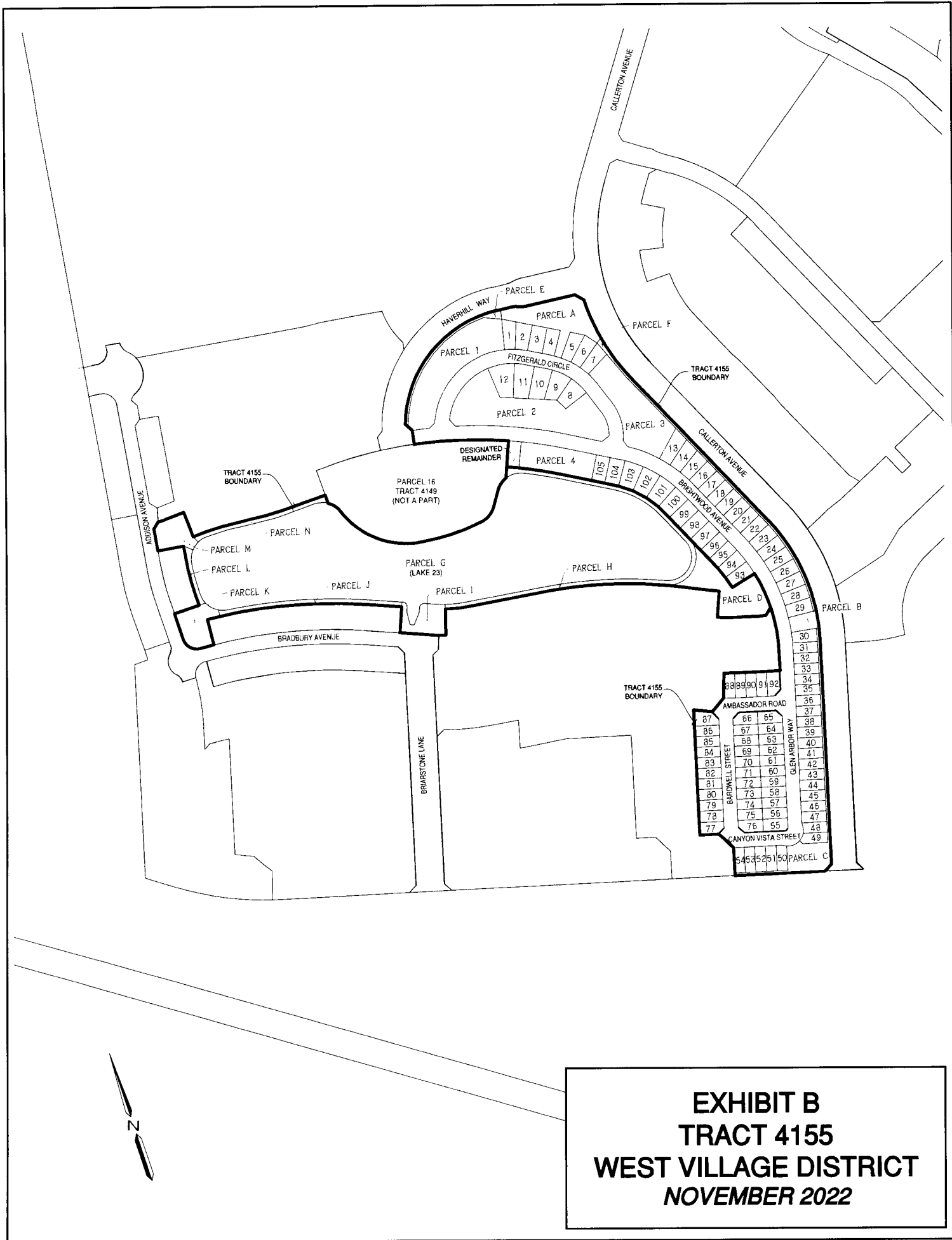
LINE #	DIRECTION	RADIAL BEARINGS
(R)1	N25°47'44"W	
(R)2	S78°22'04"E	
(R)3	N81°08'39"W	
(R)4	N24°53'12"E	
(R)5	S21°57'28"W	
(R)6	N23°11'32"E	
(R)7	N25°02'16"E	
(R)8	N18°27'20"W	
(R)9	S88°52'37"E	
(R)10	N80°01'52"E	
(R)11	N85°01'50"W	
(R)12	N5°55'46"E	
(R)13	S69°55'20"E	
(R)14	S13°38'49"W	
(R)15	S67°09'39"E	
(R)16	S63°43'55"E	
(R)17	S18°54'45"W	
(R)18	N70°17'56"W	
(R)19	N65°09'41"W	
(R)20	S33°33'53"W	
(R)21	S77°01'55"E	
(R)22	S9°02'07"W	
(R)23	S76°09'16"E	
(R)24	S18°10'08"W	
(R)25	N71°52'26"E	



Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

**EXHIBIT "B"**

**TRACT 4155 WEST VILLAGE UNIT 1 AREA**





## **EXHIBIT "C"**

### **CITY INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2022

**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).**

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071  License# 0C36861 RIVEISL-01	<b>CONTACT NAME:</b> Michelle Sanchez <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Michelle.Sanchez@alliant.com  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United Specialty Insurance Co.</td> <td style="text-align: center;">12537</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Specialty Insurance Co.	12537	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Specialty Insurance Co.	12537														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> River Islands Development Area 1, LLC. 73 W. Stewart Road Lathrop, CA 95330															

**COVERAGES** **CERTIFICATE NUMBER:** 1554390434 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <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 OTHER:	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: FM Tract 4155  
 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.  
 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

**United Specialty Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
VEN 051 00 (02/20)**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

**Primary and Non-Contributory Insurance**

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

- a. (1) The Additional Insured is a Named Insured under such other insurance;

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis; and
- (ii) would not seek contribution from any other insurance available to the additional insured.

or

- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

<b>Name Of Person(s) Or Organization(s)</b>
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**

**Number of Days Notice**

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

**30**

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

Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

**EXHIBIT "D"**

**UNFINISHED IMPROVEMENT COST ESTIMATE  
AND WEST VILLAGE UNIT 1 – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE  
**COST TO COMPLETE**  
**RIVER ISLANDS - PHASE 2**  
**DEL WEBB - TRACT 4155 (UNIT 1)**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 21, 2023  
 Job No.: 25504 - 86

Item Description	Quantity	Unit	Unit Price	Amount
1 Joint Trench (60% Completion)	1	LS	\$ 14,600.00	\$ 14,600.00
2 Striping & Mounments (0% Completion)	1	LS	\$ 48,700.00	\$ 48,700.00
<b>TOTAL COST TO COMPLETE \$</b>				<b>63,300.00</b>

Notes:

- 1) Estimate for cost to complete based on contractor's note for Del Webb Takedown 1 dated 9/11/2023



DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**PHASE 2 DEL WEBB**  
**HAVERHILL LANE**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 21, 2022  
Job No.: 25504-86

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>ROADWAY</u></b>					
1	Fine Grading	121,200	SF	\$ 0.45	\$ 54,540.00
2	4.5" AC Paving	76,900	SF	\$ 2.25	\$ 173,025.00
3	8" Aggregate Base	76,900	SF	\$ 1.20	\$ 92,280.00
4	Vertical Curb and Gutter ( <i>with AB cushion</i> )	2,330	LF	\$ 15.00	\$ 34,950.00
5	Concrete Sidewalk	18,200	SF	\$ 5.00	\$ 91,000.00
6	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
7	Survey Monuments	3	EA	\$ 300.00	\$ 900.00
8	Traffic Signing & Striping	1,180	LF	\$ 5.00	\$ 5,900.00
9	Dewatering ( <i>budget</i> )	1,180	LF	\$ 100.00	\$ 118,000.00
Subtotal Roadway					\$ 585,595.00
<b><u>STORM DRAIN</u></b>					
10	15" Storm Drain Pipe ( <i>polypropylene</i> )	440	LF	\$ 18.00	\$ 7,920.00
11	18" Storm Drain Pipe ( <i>polypropylene</i> )	90	LF	\$ 20.00	\$ 1,800.00
12	24" Storm Drain Pipe ( <i>polypropylene</i> )	620	LF	\$ 31.00	\$ 19,220.00
13	Catch Basins ( <i>type I inlet over type I manhole base</i> )	7	EA	\$ 2,800.00	\$ 19,600.00
14	Catch Basins ( <i>type C inlet</i> )	1	EA	\$ 2,400.00	\$ 2,400.00
15	Manholes ( <i>type I</i> )	1	EA	\$ 3,000.00	\$ 3,000.00
16	Storm Drain Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
17	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Storm Drain					\$ 58,640.00
<b><u>SANITARY SEWER</u></b>					
18	8" Sanitary Sewer Pipe	80	LF	\$ 28.00	\$ 2,240.00
19	12" Sanitary Sewer Pipe	70	LF	\$ 42.00	\$ 2,940.00
20	30" Sanitary Sewer Pipe	610	LF	\$ 180.00	\$ 109,800.00
21	Manhole (Trunk)	3	EA	\$ 6,000.00	\$ 18,000.00
22	Sewer Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
23	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 138,980.00
<b><u>WATER SUPPLY</u></b>					
24	8" Water Line ( <i>including all appurtenances</i> )	50	LF	\$ 32.00	\$ 1,600.00
25	12" Water Line ( <i>including all appurtenances</i> )	1,210	LF	\$ 48.00	\$ 58,080.00
26	GV	6	EA	\$ 1,550.00	\$ 9,300.00
27	Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00
28	Blow-Off	3	EA	\$ 1,000.00	\$ 3,000.00
29	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water					\$ 29,900.00

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>NON-POTABLE WATER</u></b>					
30	8" Non-Potable Water Line <i>(including all appurtenances)</i>	1,120	LF	\$ 35.00	\$ 39,200.00
31	Blow-Off	1	EA	\$ 1,000.00	\$ 1,000.00
32	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Water					\$ 43,200.00
<b><u>LAKE FILL WATER</u></b>					
33	24" Lake Fill Water Line <i>(including all appurtenances)</i>	520	LF	\$ 85.00	\$ 44,200.00
34	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
35	Lake Fill Stub & Plug	1		\$ 1,000.00	
36	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Lake Fill Water					\$ 51,200.00
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>\$ 907,515.00</b>
<b>20% CONTINGENCY</b>					<b>\$ -</b>
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 908,000.00</b>

## Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, irrigation, or street trees.
- 3) This estimate assumes all of the Del Webb backbone streets are constructed at the same time and ahead of any other in-tract street improvements.

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**DEL WEBB**  
**AREA 2 (78 Lots)**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2021  
Job No.: 25504-86

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>ROADWAY</u></b>					
1	Fine Grading	845,000	SF	\$ 0.45	\$ 380,250.00
2	4.5" AC Paving	95,800	SF	\$ 2.25	\$ 215,550.00
3	8" Aggregate Base	95,800	SF	\$ 1.20	\$ 114,960.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,110	LF	\$ 15.00	\$ 16,650.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	5,000	LF	\$ 15.00	\$ 75,000.00
6	Concrete Sidewalk	31,300	SF	\$ 5.00	\$ 156,500.00
7	Driveway Approach	78	EA	\$ 600.00	\$ 46,800.00
8	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
9	Survey Monuments	13	EA	\$ 300.00	\$ 3,900.00
10	Traffic Signing & Striping	3,200	LF	\$ 15.00	\$ 48,000.00
11	Dewatering <i>(budget)</i>	3,200	LF	\$ 75.00	\$ 240,000.00
Subtotal Roadway					\$ 1,312,610.00
<b><u>STORM DRAIN</u></b>					
12	15" Storm Drain Pipe	230	LF	\$ 34.00	\$ 7,820.00
13	18" Storm Drain Pipe	750	LF	\$ 46.00	\$ 34,500.00
14	24" Storm Drain Pipe	290	LF	\$ 65.00	\$ 18,850.00
15	30" Storm Drain Pipe	1,350	LF	\$ 80.00	\$ 108,000.00
16	42" Storm Drain Pipe	80	LF	\$ 120.00	\$ 9,600.00
17	48" Storm Drain Pipe	45	LF	\$ 125.00	\$ 5,625.00
18	Catch Basins <i>(type A inlet)</i>	18	EA	\$ 2,400.00	\$ 43,200.00
19	Manholes <i>(type I)</i>	1	EA	\$ 3,000.00	\$ 3,000.00
20	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Storm Drain					\$ 235,595.00
<b><u>SANITARY SEWER</u></b>					
21	8" Sanitary Sewer Pipe	1,200	LF	\$ 28.00	\$ 33,600.00
22	10" Sanitary Sewer Pipe	40	LF	\$ 35.00	\$ 1,400.00
23	12" Sanitary Sewer Pipe	1,850	LF	\$ 42.00	\$ 77,700.00
24	Manholes	8	EA	\$ 4,000.00	\$ 32,000.00
25	Manhole (Trunk)	3	EA	\$ 6,000.00	\$ 18,000.00

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
26	Sewer Service	78	EA	\$ 600.00	\$ 46,800.00
27	Sewer Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
28	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 214,500.00
<b><u>WATER SUPPLY</u></b>					
29	8" Water Line <i>(including all appurtenances)</i>	3,220	LF	\$ 32.00	\$ 103,040.00
30	GV	9	EA	\$ 1,550.00	\$ 13,950.00
31	1-1/2" Water Service	78	EA	\$ 2,000.00	\$ 156,000.00
32	Fire Hydrants	7	EA	\$ 4,000.00	\$ 28,000.00
33	Blow-Off	2	EA	\$ 4,000.00	\$ 8,000.00
34	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water					\$ 312,990.00
<b><u>LAKE FILL WATER</u></b>					
35	24" Lake Fill Water Line <i>(including all appurtenances)</i>	250	LF	\$ 85.00	\$ 21,250.00
36	Blow-Off	2	EA	\$ 4,000.00	\$ 8,000.00
37	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Lake Fill Water					\$ 33,250.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 2,109,000.00</b>
<b>COST PER LOT</b>					<b>\$ 27,038.00</b>

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, irrigation, or street trees.

ENGINEER'S PRELIMINARY COST ESTIMATE  
**DEL WEBB**  
**AREA 3 (208 Lots)**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2021  
Job No.: 2550-86

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>ROADWAY</u></b>					
1	Fine Grading	1,795,000	SF	\$ 0.45	\$ 807,750.00
2	4.5" AC Paving	226,650	SF	\$ 2.25	\$ 509,962.50
3	8" Aggregate Base	226,650	SF	\$ 1.20	\$ 271,980.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,400	LF	\$ 15.00	\$ 51,000.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	10,600	LF	\$ 15.00	\$ 159,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	46	LF	\$ 18.00	\$ 828.00
7	Roundabout Curb <i>(with AB cushion)</i>	220	LF	\$ 18.00	\$ 3,960.00
8	Splitter Island Curb <i>(with AB cushion)</i>	140	LF	\$ 18.00	\$ 2,520.00
9	Concrete Sidewalk	71,450	SF	\$ 5.00	\$ 357,250.00
10	Driveway Approach	208	EA	\$ 600.00	\$ 124,800.00
11	Handicap Ramps	22	EA	\$ 2,500.00	\$ 55,000.00
12	Survey Monuments	28	EA	\$ 300.00	\$ 8,400.00
13	Traffic Signing & Striping	7,450	LF	\$ 15.00	\$ 111,750.00
14	Roundabout Concrete	1,900	SF	\$ 5.00	\$ 9,500.00
15	Dewatering <i>(budget)</i>	7,450	LF	\$ 75.00	\$ 558,750.00
Subtotal Roadway					\$ 3,032,450.50
<b><u>STORM DRAIN</u></b>					
16	15" Storm Drain Pipe	2,100	LF	\$ 34.00	\$ 71,400.00
17	18" Storm Drain Pipe	2,250	LF	\$ 46.00	\$ 103,500.00
18	24" Storm Drain Pipe	1,700	LF	\$ 65.00	\$ 110,500.00
19	30" Storm Drain Pipe	180	LF	\$ 80.00	\$ 14,400.00
20	36" Storm Drain Pipe	700	LF	\$ 95.00	\$ 66,500.00
21	42" Storm Drain Pipe	400	LF	\$ 120.00	\$ 48,000.00
22	48" Storm Drain Pipe	270	LF	\$ 125.00	\$ 33,750.00
23	Catch Basins <i>(type I inlet)</i>	41	EA	\$ 2,400.00	\$ 98,400.00
24	Catch Basins <i>(type I inlet over type II manhole base)</i>	5	EA	\$ 5,000.00	\$ 25,000.00
25	Catch Basins <i>(type C inlet over type I manhole base)</i>	7	EA	\$ 6,000.00	\$ 42,000.00
26	Manholes <i>(type I)</i>	5	EA	\$ 3,000.00	\$ 15,000.00
27	Manholes <i>(type II)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
28	Storm Drain Stub & Plug	8	EA	\$ 1,000.00	\$ 8,000.00
29	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
Subtotal Storm Drain					\$ 649,850.00
<b><u>SANITARY SEWER</u></b>					
30	8" Sanitary Sewer Pipe	6,000	LF	\$ 28.00	\$ 168,000.00
31	10" Sanitary Sewer Pipe	930	LF	\$ 35.00	\$ 32,550.00
32	Manholes	26	EA	\$ 4,000.00	\$ 104,000.00

Item	Description	Quantity	Unit	Unit Price	Amount
33	Sewer Service	208	EA	\$ 600.00	\$ 124,800.00
34	Sewer Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
35	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Sanitary Sewer					\$ 442,350.00
<b><u>WATER SUPPLY</u></b>					
36	8" Water Line (including all appurtenances)	7,750	LF	\$ 32.00	\$ 248,000.00
37	GV	27	EA	\$ 1,550.00	\$ 41,850.00
38	1-1/2" Water Service	208	EA	\$ 2,000.00	\$ 416,000.00
39	Fire Hydrants	19	EA	\$ 4,000.00	\$ 76,000.00
40	Blow-Off	5	EA	\$ 4,000.00	\$ 20,000.00
41	Connect to Existing	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Water					\$ 813,850.00
<b><u>NON-POTABLE WATER</u></b>					
42	8" Non-Potable Water Line (including all appurtenances)	55	LF	\$ 35.00	\$ 1,925.00
43	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Non-Potable Water					\$ 5,925.00
<b><u>LAKE FILL WATER</u></b>					
44	24" Lake Fill Water Line (including all appurtenances)	1,650	LF	\$ 85.00	\$ 140,250.00
45	ARV	1	EA	\$ 4,000.00	\$ 4,000.00
46	Lake Fill Stub & Plug	1	EA	\$ 3,500.00	\$ 3,500.00
47	Connect to Existing	1	EA	\$ 5,500.00	\$ 5,500.00
Subtotal Lake Fill Water					\$ 153,250.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 5,098,000.00</b>
<b>COST PER LOT</b>					<b>\$ 24,510.00</b>
<b>TRACT 4155 LOTS IN AREA 3</b>					<b>63</b>
<b>TOTAL AREA 3 COST FOR TRACT 4155</b>					<b>\$ 1,544,130.00</b>

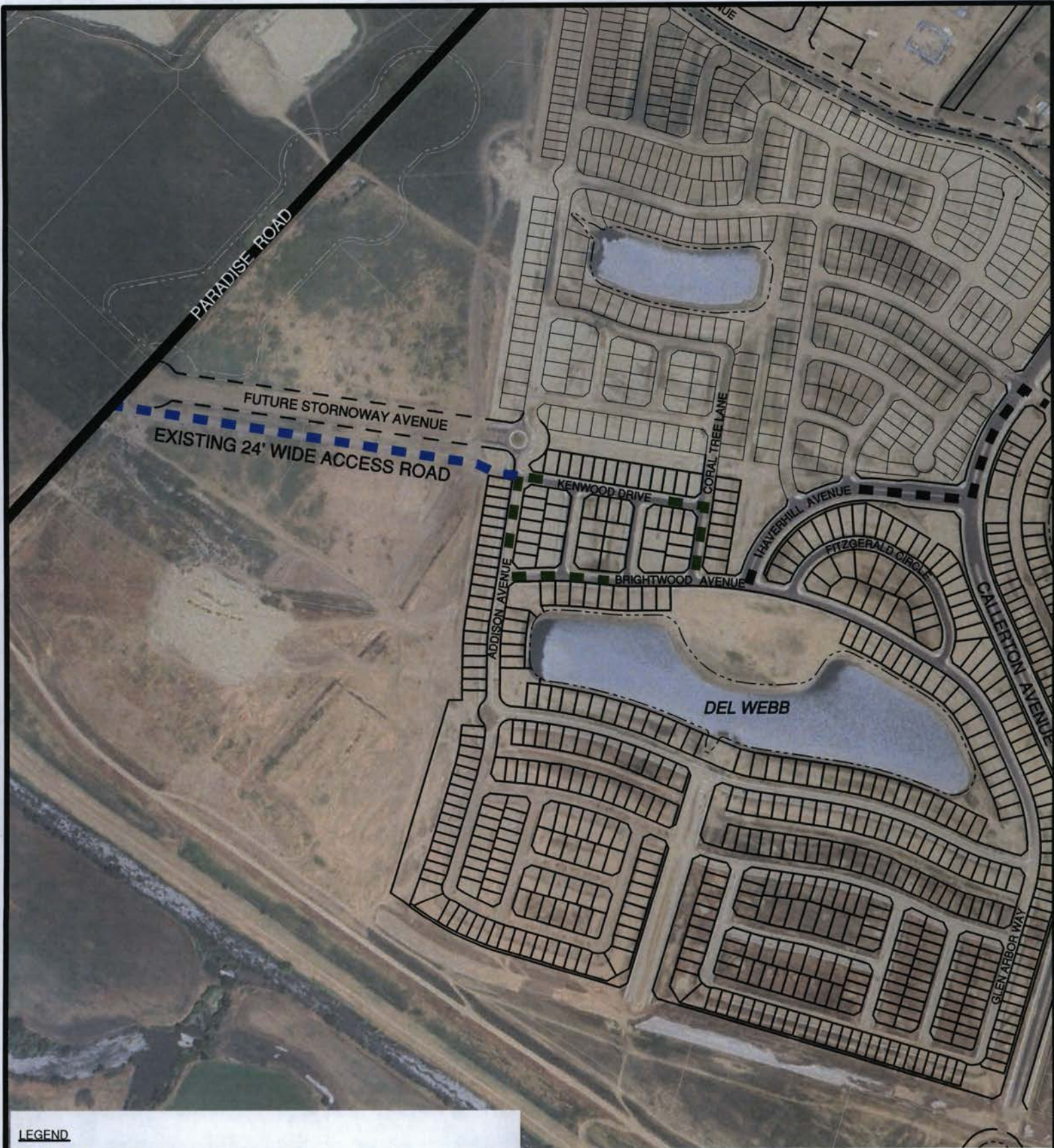
Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, irrigation, or street trees.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

**EXHIBIT "E"**

**STORNOWAY ACCESS ROADS**



**LEGEND**

- EXISTING 24' WIDE INTERIM ACCESS ROAD
- DEL WEBB PUBLIC ROADS OFFERED FOR DEDICATION
- EXISTING DEL WEBB PUBLIC ROADS DEDICATED AS RIGHT OF WAY

**NOTES**

1. INTERIM ACCESS INTERIM ACCESS ROAD INCLUDES A RECORDED PUBLIC ACCESS EASEMENT RECORDED ON SEPTEMBER 16, 2022.
2. STRIPING, SIGNAGE AND TEMPORARY STREET LIGHTING HAS BEEN GUARANTEED BY THE DEVELOPER.

**EXHIBIT "E"**  
**INTERIM PUBLIC ACCESS**  
**DEL WEBB - WEST VILLAGE**  
 CITY OF LATHROP    SAN JOAQUIN COUNTY    CALIFORNIA  
 DATE: AUGUST 31, 2023



Subdivision Improvement Agreement (River Islands Development Area 1, LLC, F/K/A River Islands  
Employment Center, LLC)  
Tract 4155 West Village Unit 1

**EXHIBIT "F"**

**OFFSITE IMPROVEMENT COST ESTIMATES**

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - PHASE 2**  
**CALLERTON AVE(MAIN DRAINAGE CHANNEL FILLED)**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 29, 2023  
 Job No.: 25504-62

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>CALLERTON AVE (MAIN DRAINAGE CHANNEL FILLED)</u></b>					
1	Mobilization <sup>4</sup>	1	LS	\$ 12,000.00	\$ 12,000.00
2	Clearing, Grubbing, Striping, and Site Preparation	1	AC	\$ 1,000.00	\$ 1,000.00
3	Erosion Control	1	AC	\$ 2,500.00	\$ 2,500.00
4	Dewatering ( <i>Budget</i> )	150	LF	\$ 100.00	\$ 15,000.00
5	42" Pipe Culvert	300	LF	\$ 120.00	\$ 36,000.00
6	Rip Rap <sup>5</sup>	1	LS	\$ 5,000.00	\$ 5,000.00
7	Geogrid <sup>5</sup>	1	LS	\$ 5,000.00	\$ 5,000.00
8	Earthwork	4,000	CY	\$ 5.00	\$ 20,000.00
9	Fine Grading	45,100	SF	\$ 0.45	\$ 20,295.00
10	Guardrail	300	LF	\$ 60.00	\$ 18,000.00
11	Chain Link Fence	150	LF	\$ 40.00	\$ 6,000.00
Subtotal Callerton Ave ( <i>Main Drainage Channel Filled</i> )					\$ 140,795.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 141,000.00</b>

## Notes:

- 1) This estimate does not include surveying, engineering, landscaping, dry utilities, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) Underground utilities, joint trench, topside improvements are excluded from this estimate as these are already accounted for in the original Callerton Avenue estimate
- 4) Mobilization cost assumed to be approx. 10% of construction cost.
- 5) Estimate per Engeo.

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - PHASE 2**  
**CALLERTON AVE TEMPORARY BYPASS COST ESTIMATE**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 29, 2023  
 Job No.: 25504

Item	Description	Quantity	Unit	Unit Price	Amount
<b>CALLERTON AVE TEMPORARY BYPASS</b>					
1	Fine Grading	33,100	SF	\$ 0.45	\$ 14,895.00
2	3" AC Paving	25,200	SF	\$ 1.50	\$ 37,800.00
3	6" Aggregate Base	29,500	SF	\$ 0.90	\$ 26,550.00
4	Traffic Striping & Signage	1	LS	\$ 5,000.00	\$ 5,000.00
5	Bridge Structure <i>(Budget)</i> <sup>4</sup>	1	LS	\$ 250,000.00	\$ 250,000.00
6	Bridge Footing/End Supports <i>(Budget)</i> <sup>4</sup>	1	LS	\$ 40,000.00	\$ 40,000.00
Subtotal Callerton Ave Temporary Bypass					\$ 374,245.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 375,000.00</b>

## Notes:

- 1) This estimate does not include surveying, engineering, landscaping, dry utilities, irrigation, or street trees.
- 2) Callerton Ave Temporary Bypass shall have 24' of pavement section and shall have 3' shoulder on both side.
- 3) Assume pavement section to be 3" AC over 6" AB, and shoulder section to be 6" AB.
- 4) Estimate provided by River Islands.



ENGINEER'S BOND ESTIMATE  
COST TO COMPLETE  
RIVER ISLANDS - PHASE 2  
TRACT 4155 - STORNOWAY PUBLIC ACCESS ROAD  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August, 28, 2023  
Job No.: 25504 - 86

Item Description	Quantity	Unit	Unit Price	Amount
1 Temporary Street Lighting (0% Completion)	1	LS	\$ 20,000.00	\$ 20,000.00
2 Street Signage (0% Completion)	1	LS	\$ 2,000.00	\$ 2,000.00
3 Striping and Monuments (0% Completion)	1	LS	\$ 10,000.00	\$ 10,000.00
<b>TOTAL COST TO COMPLETE \$</b>				<b>32,000.00</b>

Notes:

- 1) Estimate from LID and Centerline Striping Co. Contract with RD 2062

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**DEL WEBB INTERIM FIRE ACCESS**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 24, 2023  
Job No.: 25504-44

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>SITE PREPARATION</u></b>					
1	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00
2	Clearing, Grubbing, Stripping and Site Preparation	5.8	AC	\$ 1,500.00	\$ 8,700.00
3	Erosion Control	5.8	AC	\$ 1,000.00	\$ 5,800.00
Subtotal Site Preparation					\$ 49,500.00
<b><u>ROADWAY</u></b>					
4	Fine Grading (roadway subgrade)	252,200	SF	\$ 0.45	\$ 113,490.00
5	3" AC	161,200	SF	\$ 1.50	\$ 241,800.00
6	6" AB	89,960	SF	\$ 0.90	\$ 80,964.00
7	Conform to existing roadway	2	EA	\$ 1,500.00	\$ 3,000.00
Subtotal Roadway					\$ 439,254.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 489,000.00</b>

## Notes:

- 1 Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2 This estimate does not include surveying, landscaping, irrigation, electrical, joint trench or street trees.
- 3 Mobilization cost assumed to be 8% of construction cost.
- 4 Assumed pavement section for the interim fire access road to be 3" AC/6" AB.
- 5 Assumed levee top road to be 12' wide pavement w/ 4' wide AB on each side. Assumed roadway connecting from levee top road to fire station #35 and to Del Webb area to be 16' wide pavement w/ 2' wide AB on each side.
- 6 Guarantee of the improvements are to be at 110% of construction cost for a performance bond and a labor and materials bond shall be 50% of the performance bond amount.

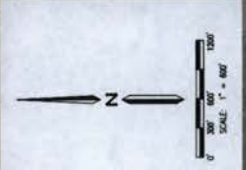
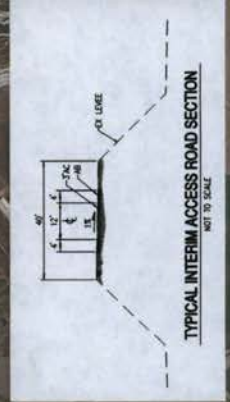


FIRE STATION  
NO. 34

FIRE STATION  
NO. 35

**PHASE 2**  
**INTERIM FIRE ACCESS ROAD**  
**RIVER ISLANDS**  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA  
DATE: NOVEMBER 7, 2022

**ODELL**  
**ENGINEERING**  
6200 Stoneridge Mall Road, Suite 350  
Pleasanton, CA 94588  
PH: 925.253.8340 odellengineering.com



- LEGEND**
- PROPOSED FIRE ACCESS ROAD
  - EXISTING PARADISE ROAD
  - EXISTING EVA
  - PROPOSED EVA

**SCHEDULE OF VALUES**

PROJECT: RIVER ISLANDS PHASE 2 LIFT STATION B1  
 OWNER: ISLANDS RECLAMATION DISTRICT 2062  
 ENGINEER : KPFF  
 CONTRACTOR: CONCO WEST, INC.  
 CWI JOB #: 22270

ITEM	DESCRIPTION	CONTRACT AMOUNT	COST COMPLETED	COST REMAINING (COST TO COMPLETE)
I.	CIVIL WORKS	\$ 412,446	\$ 163,241	\$ 249,205
II.	MECHANICAL EQUIPMENT	\$ 412,446	\$ 360,346	\$ 52,100
III.	ELECTRICAL	\$ 1,073,880	\$ 350,000	\$ 723,880
IV.	STRUCTURAL AND ARCHITECTURAL BUILDING	\$ 929,900	\$ 69,200	\$ 860,700
<b>TOTAL FACILITY COST</b>		<b>\$ 2,003,780</b>	<b>\$ 942,787</b>	<b>\$ 1,885,885</b>

Note: Cost to complete projected as September 11, 2023

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**PHASE 2 DEL WEBB INTERIM POTABLE WATER**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

April 28, 2023  
Job No.: 25505-73

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>WATER SUPPLY</u></b>					
1	8" Water Line (including all appurtenances) (PVC)	60	LF	\$ 80.00	\$ 4,800.00
2	8" Water Line (including all appurtenances) (HDPE)	180	LF	\$ 60.00	\$ 10,800.00
3	8" Water Line in 30" Steel Casing	60	LF	\$ 350.00	\$ 21,000.00
4	8" Resilient Gate Valve	4	EA	\$ 2,600.00	\$ 10,400.00
5	Air Release Valve	1	EA	\$ 4,000.00	\$ 4,000.00
6	Connect to Existing	2	EA	\$ 7,000.00	\$ 14,000.00
Subtotal Water Supply					\$ 65,000.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 65,000.00</b>

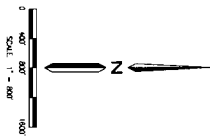
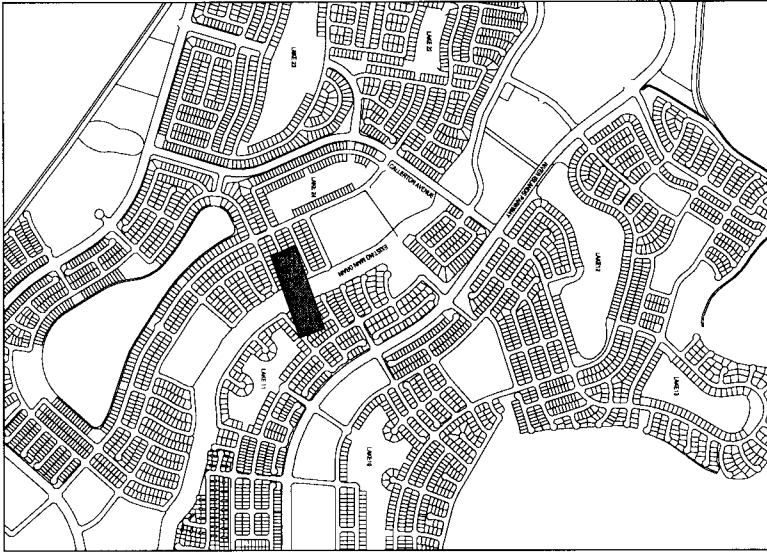
## Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.

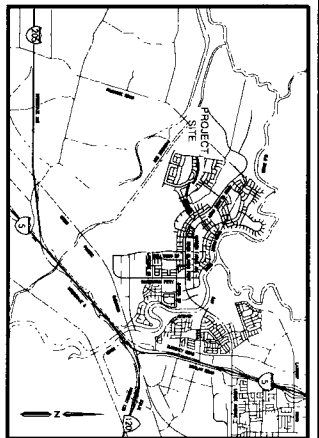


# RIVER ISLANDS - PHASE 2 DEL WEBB INTERIM POTABLE WATER IMPROVEMENT PLANS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



SHEET LIST TABLE		
Sheet Number	Cover Sheet	Sheet Title
1	COVER SHEET	
2	GENERAL NOTES	
3	INTERIM POTABLE WATER	



<b>CIVIL ENGINEER</b> PLANS PREPARED UNDER DIRECTION OF JAM AND SHAM REG. 85114 LICENSE # 6-20-24 DATE: _____	
<b>GEOTECHNICAL ENGINEER</b> THE GEOTECHNICAL ASPECTS OF THE SOILING PLANS HAVE BEEN REVIEWED FOR SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL INVESTIGATION REPORT. SIGNED: _____ DATE: _____ STEVE HARRIS, PE LICENSE # 6-30-24 REG. 00007	
<b>CITY OF LATHROP DEPARTMENT OF PUBLIC WORKS</b> APPROVED BY: _____ DATE: _____ CITY ENGINEER REG. NO. _____ EXP. DATE: _____	
<b>CITY OF LATHROP DEPARTMENT OF PUBLIC WORKS</b> APPROVED BY: _____ DATE: _____ PUBLIC WORKS DIRECTOR	
<b>CITY OF LATHROP CONSTRUCTION MANAGEMENT</b> RECOMMENDED FOR APPROVAL: _____ DATE: _____ SENIOR CONSTRUCTION MANAGER	



WDID# S539C376217

PLAN REVISIONS

NO.	DATE	INITIALS	DESCRIPTION

**ODELL ENGINEERING**  
 6200 Superwidge Mall Road, Suite 330  
 Pleasanton, CA 94588  
 Ph: 925.223.8340 odelledesign.com

PHASE 2 DEL WEBB INTERIM POTABLE WATER  
**PRELIMINARY**  
**RIVER ISLANDS**  
 IMPROVEMENT PLANS  
 .449  
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



APPROVED

DESIGNED	JC
DRAWN	JFJ
CHECKED	JLH
SCALE	N/A
DATE	06/02/2023
FILE NO.	9571186

SHEET NO.  
 1  
 OF  
 3





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

September 11, 2023

**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 4155; Escrow No. 1214022812**

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 1, LLC, a Delaware limited liability company ("**RIDA1**") 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 RIDA1 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 29, 2023, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2024, ORTC will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA1 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4155, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 4 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).

B.5. A fully executed Irrevocable Offer of Dedication of Easement for Public Roadway Purposes and Public Utility Easement Tract 4055 for Brightwood Avenue, Coral Tree Lane and Kenwood Drive (provided to title by City).

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

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the **“Recordation Documents.”** The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group, [cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net), Susan Dell’Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

### **C. Funds and Settlement Statement**

You also have received, or will receive from RIDA1, 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 RIDA1 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 RIDA1.

- 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 **\$164,336.96**, 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 **\$3,687.00** multiplied by **44.572** 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@riverislands.com](mailto:sdelloso@riverislands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), and

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

have confirmation (by telephone or email) from Susan Dell'Osso and 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 Brad Taylor 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 Brad Taylor to record the Recordation Documents and complete the Transaction.

### **E. Closing Process and Priorities**

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

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

E.2. Record the Recordation Documents in the Official Records;

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

E.4. Refund any funds delivered to you by RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC  
73 W. Stewart Road  
Lathrop, CA 95330  
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sigov.org](mailto:JMolina@sigov.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 Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

**F. Additional Instructions**

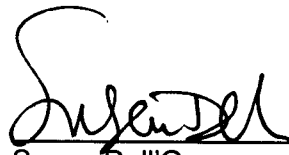
When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

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

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

Very truly yours,

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager  
City of Lathrop

 9/5/2023  
\_\_\_\_\_  
Susan Dell'Osso                                      Date  
President  
River Islands Development Area 1, LLC

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

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 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 RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**RECORDING REQUESTED BY AND  
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop  
pursuant to Government Code Section 27383

**FOURTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN**

City of Lathrop  
Community Facilities District No. 2023-1  
(River Islands Public Services and Facilities #2)  
Annexation No. 4

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Fourth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Fourth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
City Clerk,  
City of Lathrop

**EXHIBIT A**

**CITY OF LATHROP  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)  
ANNEXATION NO. 4  
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND  
WITHIN ANNEXATION NO. 4 TO CITY OF LATHROP  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-17, 213-610-18, 213-610-19, 213- 610-20

**EXHIBIT B**  
**CITY OF LATHROP**  
**COMMUNITY FACILITIES DISTRICT NO. 2023-1**  
**(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**  
**ANNEXATION NO. 4**

**MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD**

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

<b>Type of Property</b>	<b>Lot Size</b>	<b>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*</b>	<b>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*</b>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$205.02 per SFD Lot
Single Family Detached Property		\$432.29 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property		\$349.02 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property		\$320.21 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property		\$272.18 per SFD Lot	\$119.97 per SFD Lot
Single Family Detached Property		\$252.96 per SFD Lot	\$0.00 per Unit
Single Family Detached Property		\$0.00 per Unit	\$0.00 per Unit
Single Family Attached Property			\$0.00 per Unit
Multi-Family Property		\$0.00 per Unit	
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*\* On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

**MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD**

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

<b>Type of Property</b>	<b>Lot Size</b>	<b>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*</b>	<b>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*</b>	
<b>Residential Property:</b>				
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot	
Single Family Detached Property		\$0.00 per Unit	\$132.99 per SFD Lot	
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit	
Multi-Family Property				\$0.00 per Unit
Non-Residential Property		Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*\* On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**DRAFT**

**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

CITY OF LATHROP  
ATTN: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

*Exempt from payment of recording fees (GC 27383)*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT  
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT  
(TRACT 4155 – OFFSITE ROADWAY DEDICATION – BRIGHTWOOD AVENUE,  
CORAL TREE LANE & KENWOOD DRIVE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Development Area 1, LLC, a Delaware limited liability company, hereby grants to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in the City of Lathrop and more particularly described as follows:

**SEE EXHIBITS “A” & “B” ATTACHED HERETO AND MADE A PART HEREOF**

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above-described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor's heirs, executors, administrators, successors and assigns.

**SIGNATURES:**

Signed this \_\_\_\_\_ day of September, 2023

RIVER ISLANDS DEVELOPMENT AREA 1, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Susan Dell'Osso  
Its: President

**(Notary Acknowledgment Required for Each Signatory)**

**EXHIBIT "A" & "B"**

**LEGAL DESCRIPTION**

**OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY  
EASEMENT BRIGHTWOOD AVENUE, CORAL TREE LANE & KENWOOD DRIVE**

(See Attached)

EXHIBIT "A-1"

LEGAL DESCRIPTION  
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
OFFSITE ROADWAY DEDICATION  
KENWOOD DRIVE, CORAL TREE LANE, AND BRIGHTWOOD AVENUE  
RIVER ISLANDS-PHASE 2  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 23, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4149, RIVER ISLANDS-PHASE 2, LARGE LOT FINAL MAP", FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE NORTHERLY ALONG SAID COURSE, NORTH 09°20'36" EAST FOR A DISTANCE OF 60.00 FEET;

THENCE, LEAVING THE WESTERN LOT LINE OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 740.84 FEET;

THENCE, NORTH 53°21'07" EAST FOR A DISTANCE OF 34.74 FEET;

THENCE, SOUTH 78°42'25" EAST FOR A DISTANCE OF 60.14 FEET;

THENCE, SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1530.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 82°38'22" WEST, THROUGH A CENTRAL ANGLE OF 01°58'58", AND AN ARC DISTANCE OF 52.95 FEET;

THENCE, SOUTH 09°20'36" WEST FOR A DISTANCE OF 255.85 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 01°47'45", AND AN ARC DISTANCE OF 17.86 FEET;

THENCE, SOUTH 39°34'41" EAST FOR A DISTANCE OF 36.64 FEET;

THENCE, EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1930.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°17'46" WEST, THROUGH A CENTRAL ANGLE OF 03°42'00", AND AN ARC DISTANCE OF 124.63 FEET;

THENCE, SOUTH 06°59'46" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 16 OF SAID MAP OF TRACT 4149;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1870.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 06°59'46" WEST, THROUGH A CENTRAL ANGLE OF 07°08'33", AND AN ARC DISTANCE OF 233.11 FEET;



THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 16 AND ITS WESTERLY EXTENSION, SOUTH 89°51'13" WEST FOR A DISTANCE OF 245.06 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 06°14'31", AND AN ARC DISTANCE OF 68.63 FEET;

THENCE, NORTH 83°54'16" WEST FOR A DISTANCE OF 121.08 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1470.00 FEET, THROUGH A CENTRAL ANGLE OF 07°33'23", AND AN ARC DISTANCE OF 193.87 FEET;

THENCE, SOUTH 88°32'21" WEST FOR A DISTANCE OF 14.24 FEET TO AN ANGLE POINT ON THE SOUTHERLY LINE OF PARCEL 23 OF SAID MAP OF TRACT 4149, SAID POINT ALSO BEING THE EASTERLY TERMINUS OF COURSE LABELED AS "L67", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE ALONG SAID COURSE LABELED AS "L67", SOUTH 88°32'21" WEST FOR A DISTANCE OF 85.76 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 23, WESTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 05°16'25", AND AN ARC DISTANCE OF 30.37 FEET TO THE WESTERN LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERN TERMINUS OF COURSE LABELED AS "L142", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE, ALONG THE WESTERN LINE OF SAID PARCEL 23, NORTH 14°51'31" EAST FOR A DISTANCE OF 61.39 FEET;

THENCE, LEAVING THE WESTERN LINE OF SAID PARCEL 23, EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 01°18'57" EAST, THROUGH A CENTRAL ANGLE OF 02°46'36", AND AN ARC DISTANCE OF 13.08 FEET;

THENCE, NORTH 88°32'21" EAST FOR A DISTANCE OF 100.00 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1530.00 FEET, THROUGH A CENTRAL ANGLE OF 07°33'23", AND AN ARC DISTANCE OF 201.78 FEET.

THENCE, SOUTH 83°54'16" EAST FOR A DISTANCE OF 121.08 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 06°14'31", AND AN ARC DISTANCE OF 62.10 FEET;

THENCE, NORTH 89°51'13" EAST FOR A DISTANCE OF 245.06 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1930.00 FEET, THROUGH A CENTRAL ANGLE OF 00°12'15", AND AN ARC DISTANCE OF 6.88 FEET;

THENCE, NORTH 48°18'30" EAST FOR A DISTANCE OF 33.29 FEET;

THENCE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 83°26'27" EAST, THROUGH A CENTRAL ANGLE OF 02°47'03", AND AN ARC DISTANCE OF 30.61 FEET;

THENCE, NORTH 09°20'36" EAST FOR A DISTANCE OF 200.85 FEET;

THENCE, NORTH 35°39'24" WEST FOR A DISTANCE OF 35.36 FEET;

THENCE, NORTH 80°39'24" WEST FOR A DISTANCE OF 741.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 127,983 SQUARE FEET (2.938 ACRES), MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED PARCEL IS ATTACHED HERETO AS **EXHIBIT "B"** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



\_\_\_\_\_  
DATE

EXHIBIT "A-2"

LEGAL DESCRIPTION  
DEDICATION OF PUBLIC UTILITY EASEMENTS  
ALONG KENWOOD DRIVE, CORAL TREE LANE, AND BRIGHTWOOD AVENUE  
RIVER ISLANDS-PHASE 2  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 23, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4149, RIVER ISLANDS-PHASE 2, LARGE LOT FINAL MAP", FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**P.U.E. #1**

**COMMENCING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE NORTHERLY ALONG SAID COURSE, NORTH 09°20'36" EAST FOR A DISTANCE OF 60.00 FEET;

THENCE, LEAVING THE WESTERN LOT OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 45.68 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT;

THENCE, NORTH 09°20'36" EAST FOR A DISTANCE OF 10.00 FEET;

THENCE, SOUTH 80°39'24" EAST FOR A DISTANCE OF 704.82 FEET;

THENCE, SOUTH 53°21'07" WEST FOR A DISTANCE OF 13.90 FEET;

THENCE, NORTH 80°39'24" WEST FOR A DISTANCE OF 695.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,000 SQUARE FEET, MORE OR LESS.

**P.U.E. #2**

**COMMENCING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE, LEAVING THE WESTERN LOT OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 275.00 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT;

THENCE, CONTINUING SOUTH 80°39'24" EAST FOR A DISTANCE OF 466.00 FEET;

THENCE, SOUTH 35°39'24" EAST FOR A DISTANCE OF 14.14 FEET;

THENCE, NORTH 80°39'24" WEST FOR A DISTANCE OF 486.00 FEET;  
THENCE, NORTH 54°20'36" EAST FOR A DISTANCE OF 14.14 FEET TO THE **POINT OF BEGINNING**.  
CONTAINING 4,760 SQUARE FEET, MORE OR LESS.

**P.U.E. #3**

**COMMENCING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE, LEAVING THE WESTERN LOT OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 741.00 FEET;

THENCE, SOUTH 35°39'24" EAST FOR A DISTANCE OF 35.36 FEET;

THENCE, SOUTH 09°20'36" WEST FOR A DISTANCE OF 85.00 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT;

THENCE, CONTINUING SOUTH 09°20'36" WEST FOR A DISTANCE OF 115.85 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 02°47'03" AND AN ARC DISTANCE OF 30.61 FEET;

THENCE, SOUTH 48°18'30" WEST FOR A DISTANCE OF 14.87 FEET;

THENCE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 640.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 84°26'04" EAST, THROUGH A CENTRAL ANGLE OF 03°46'40" AND AN ARC DISTANCE OF 42.20 FEET;

THENCE, NORTH 09°20'36" EAST FOR A DISTANCE OF 115.85 FEET;

THENCE, SOUTH 80°39'24" EAST FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,523 SQUARE FEET, MORE OR LESS.

**P.U.E. #4**

**COMMENCING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE NORTHERLY ALONG SAID COURSE, NORTH 09°20'36" EAST FOR A DISTANCE OF 60.00 FEET;

THENCE, LEAVING THE WESTERN LOT OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 740.84 FEET;

THENCE, NORTH 53°21'07" EAST FOR A DISTANCE OF 34.74 FEET;

THENCE, SOUTH 78°42'25" EAST FOR A DISTANCE OF 60.14 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT;

THENCE, SOUTH 82°38'22" EAST FOR A DISTANCE OF 10.00 FEET;

THENCE, SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1540.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 82°38'22" WEST, THROUGH A CENTRAL ANGLE OF 01°58'58" AND AN ARC DISTANCE OF 53.30 FEET;

THENCE, SOUTH 09°20'36" WEST FOR A DISTANCE OF 255.85 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 02°45'11" AND AN ARC DISTANCE OF 26.91 FEET;

THENCE, NORTH 39°34'41" WEST FOR A DISTANCE OF 13.75 FEET;

THENCE, NORTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 82°27'09" EAST, THROUGH A CENTRAL ANGLE OF 01°47'45" AND AN ARC DISTANCE OF 17.86 FEET;

THENCE, NORTH 09°20'36" EAST FOR A DISTANCE OF 255.85 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1530.00 FEET, THROUGH A CENTRAL ANGLE OF 01°58'58" AND AN ARC DISTANCE OF 52.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,313 SQUARE FEET, MORE OR LESS.

**P.U.E. #5**

**COMMENCING** AT A POINT ON THE WESTERN LOT LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE COURSE LABELED AS "L143", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE NORTHERLY ALONG SAID COURSE, NORTH 09°20'36" EAST FOR A DISTANCE OF 60.00 FEET;

THENCE, LEAVING THE WESTERN LOT OF SAID PARCEL 23, SOUTH 80°39'24" EAST FOR A DISTANCE OF 740.84 FEET;

THENCE, NORTH 53°21'07" EAST FOR A DISTANCE OF 34.74 FEET

THENCE, SOUTH 78°42'25" EAST FOR A DISTANCE OF 60.14 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1530.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 82°38'22" WEST, THROUGH A CENTRAL ANGLE OF 01°58'58" AND AN ARC DISTANCE OF 52.95 FEET;

THENCE, SOUTH 09°20'36" WEST FOR A DISTANCE OF 255.85 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 01°47'45" AND AN ARC DISTANCE OF 17.86 FEET;

THENCE, SOUTH 39°34'41" EAST FOR A DISTANCE OF 36.64 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1930.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°17'46" WEST, THROUGH A CENTRAL ANGLE OF 03°42'00" AND AN ARC DISTANCE OF 124.63 FEET;

THENCE, SOUTH 06°59'46" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 16 OF SAID MAP OF TRACT 4149;

THENCE ALONG SAID NORTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1870.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 06°14'31" WEST, THROUGH A CENTRAL ANGLE OF 07°08'33" AND AN ARC DISTANCE OF 233.11 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 16, SOUTH 89°51'13" WEST FOR A DISTANCE OF 52.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 16, SAID POINT BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 16, SOUTH 00°08'47" EAST FOR A DISTANCE OF 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89°51'13" WEST FOR A DISTANCE OF 192.87 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 640.00 FEET, THROUGH A CENTRAL ANGLE OF 06°14'31" AND AN ARC DISTANCE OF 69.72 FEET;

THENCE, NORTH 83°54'16" WEST FOR A DISTANCE OF 121.08 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1460.00 FEET, THROUGH A CENTRAL ANGLE OF 07°33'23", AND AN ARC DISTANCE OF 192.55 FEET;

THENCE, SOUTH 88°32'21" WEST FOR A DISTANCE OF 14.24 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 23 OF SAID MAP OF TRACT 4149;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 01°27'39" WEST FOR A DISTANCE OF 10.00 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID PARCEL 23, SAID POINT ALSO BEING THE EASTERLY TERMINUS OF COURSE LABELED AS "L67", ALL AS SHOWN ON SHEET 17 OF SAID MAP OF TRACT 4149;

THENCE, NORTH 88°32'21" EAST FOR A DISTANCE OF 14.24 FEET;

THENCE, EASTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1470.00 FEET, THROUGH A CENTRAL ANGLE OF 07°33'23" AND AN ARC DISTANCE OF 193.87 FEET;

THENCE, SOUTH 83°54'16" EAST FOR A DISTANCE OF 121.08 FEET;

THENCE, EASTERLY ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 06°14'31" AND AN ARC DISTANCE OF 68.63 FEET;

THENCE, NORTH 89°51'13" EAST FOR A DISTANCE OF 192.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,906 SQUARE FEET, MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED EASEMENTS IS ATTACHED HERETO AS **EXHIBIT "B"** AND BY THIS REFERENCE MADE A PART HEREOF.

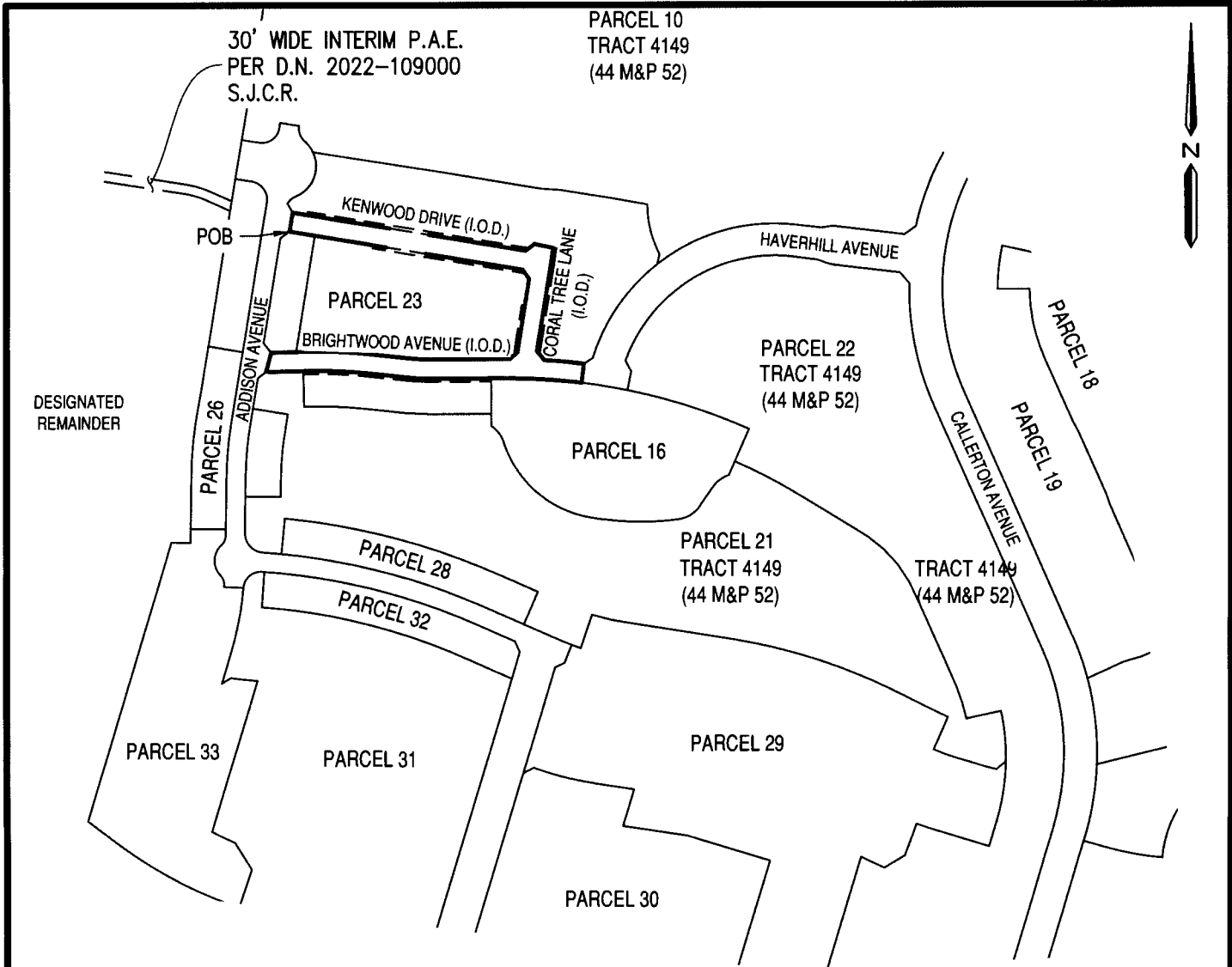
END DESCRIPTION

THESE DESCRIPTIONS HAVE BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



\_\_\_\_\_  
DATE



30' WIDE INTERIM P.A.E.  
PER D.N. 2022-109000  
S.J.C.R.

PARCEL 10  
TRACT 4149  
(44 M&P 52)

DESIGNATED  
REMAINDER

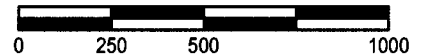
**NOTE**  
SEE SHEET 4 FOR LINE & CURVE TABLES

**LEGEND**

- — — — — EASEMENT LINE
- - - - - P.U.E. (PUBLIC UTILITY EASEMENT) LINE
- — — — — EX. LOT LINE
- I.O.D. IRREVOCABLE OFFER OF DEDICATION FOR ROADWAY PURPOSES
- POB POINT OF BEGINNING
- (R) RADIAL BEARING
- (T) TOTAL
- P.A.E. PUBLIC ACCESS EASEMENT
- D.N. DOCUMENT NUMBER
- XX M&P YY IN BOOK XX MAPS AND PLATS AT PAGE YY, S.J.C.R.



**OVERALL MAP**

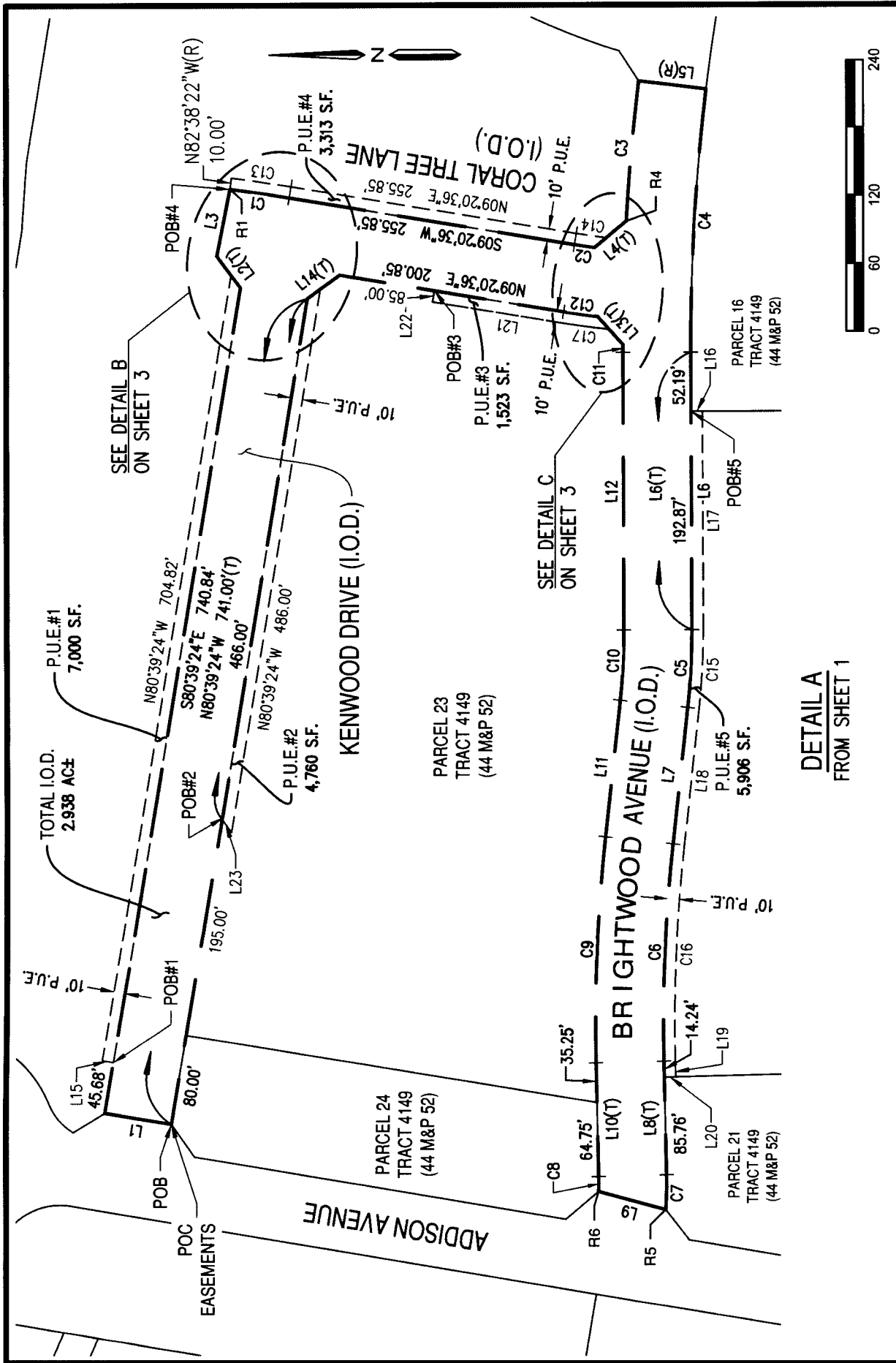


SCALE: 1"=500'  
DRAWN BY: BK  
FILE: 25504\_IOD\_DEL-WEBB.DWG  
DATE: 8/24/2023 SHEET: 1 OF 4

**EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
BRIGHTWOOD AVENUE, CORAL TREE LAND AND KENWOOD DRIVE  
RIVER ISLANDS PHASE 2  
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA





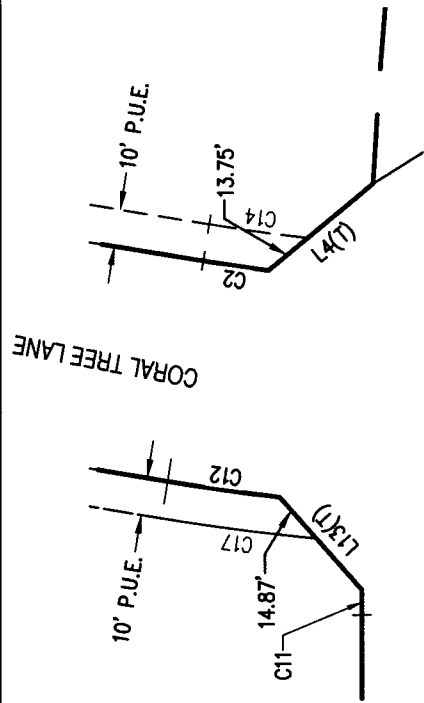


**DETAIL A**  
FROM SHEET 1



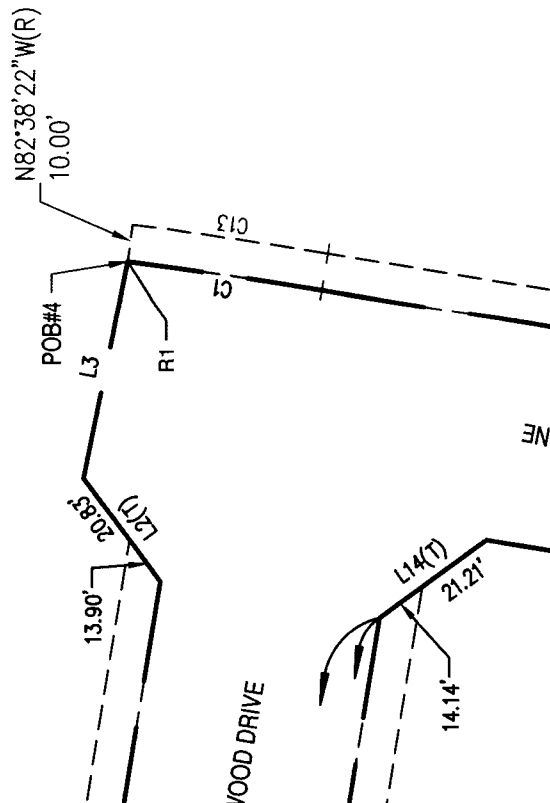
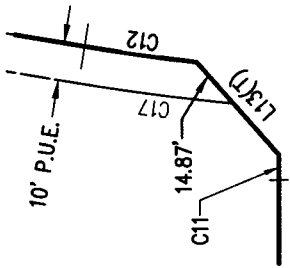
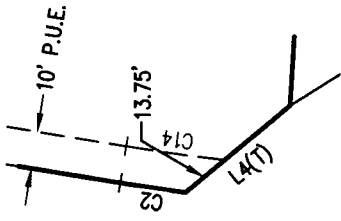
**EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
 IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
 BRIGHTWOOD AVENUE, CORAL TREE LAND AND KENWOOD DRIVE  
 RIVER ISLANDS PHASE 2  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

SCALE: 1"=120'
DRAWN BY: BK
FILE: 25504_JOD_DEL-WEBB.DWG
DATE: 8/24/2023
SHEET: 2 OF 4



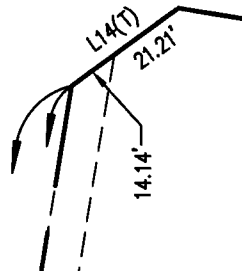
BRIGHTWOOD AVENUE

**DETAIL C**  
FROM SHEET 2  
(1"=50')



KENWOOD DRIVE

**DETAIL B**  
FROM SHEET 2  
(1"=50')



SCALE: AS SHOWN

DRAWN BY: BK

FILE: 25504\_J00\_DEL-WEBB.DWG

DATE: 6/24/2019 SHEET: 3 OF 4

**EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
BRIGHTWOOD AVENUE, CORAL TREE LAND AND KENWOOD DRIVE  
RIVER ISLANDS PHASE 2  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



LINE AND CURVE TABLES FOR SHEETS 1 THROUGH 3

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N9°20'36"E	60.00'
L2	N53°21'07"E	34.74'
L3	S78°42'25"E	60.14'
L4	S39°34'41"E	36.64'
L5	S6°59'46"W	60.00'
L6	S89°51'13"W	245.06'
L7	N83°54'16"W	121.08'
L8	S88°32'21"W	100.00'
L9	N14°51'31"E	61.39'
L10	N88°32'21"E	100.00'
L11	S83°54'16"E	121.08'
L12	N89°51'13"E	245.06'
L13	N48°18'30"E	33.29'
L14	N35°39'24"W	35.36'
L15	N9°20'36"E	10.00'
L16	N0°08'47"W	10.00'
L17	N89°51'13"E	192.87'
L18	N83°54'16"W	121.08'
L19	N88°32'21"E	14.24'
L20	N1°27'39"W	10.00'
L21	N9°20'36"E	115.85'
L22	N80°39'24"W	10.00'
L23	N54°20'36"E	14.14'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1530.00'	1°58'58"	52.95'
C2	570.00'	1°47'45"	17.86'
C3	1930.00'	3°42'00"	124.63'
C4	1870.00'	7°08'33"	233.11'
C5	630.00'	6°14'31"	68.63'
C6	1470.00'	7°33'23"	193.87'
C7	330.00'	5°16'25"	30.37'
C8	270.00'	2°46'36"	13.08'
C9	1530.00'	7°33'23"	201.78'
C10	570.00'	6°14'31"	62.10'
C11	1930.00'	0°12'15"	6.88'
C12	630.00'	2°47'03"	30.61'
C13	1540.00'	1°58'58"	53.30'
C14	560.00'	2°45'11"	26.91'
C15	640.00'	6°14'31"	69.72'
C16	1460.00'	7°33'23"	192.55'
C17	640.00'	3°46'40"	42.20'

RADIAL BEARINGS	
LINE #	DIRECTION
R1	N82°38'22"W
R2	N82°27'09"W
R3	N83°24'35"W
R4	N3°17'46"E
R5	N3°48'46"E
R6	N1°18'57"E
R7	N0°03'28"E
R8	N84°26'04"W
R9	N83°26'27"W

SCALE: NO SCALE
DRAWN BY: BK
FILE: 25504_JOD_DEL-WEBB.DWG
DATE: 8/24/2023 SHEET: 4 OF 4

EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES  
 BRIGHTWOOD AVENUE, CORAL TREE LAND AND KENWOOD DRIVE  
 RIVER ISLANDS PHASE 2  
 CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA



OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED IN PARAGRAPHS 1, 2, 3 AND 4 OF THE TRACT 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1, 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 TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS FITZGERALD CIRCLE, BIRCHWOOD AVENUE, GLEN ARBOR WAY, AMBASSADOR ROAD, BARDEWELL STREET, AND CANYON VISTA STREET AS SHOWN ON THIS FINAL MAP

A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)

A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "M.E." (WALL EASEMENT)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES PARCELS B THROUGH F, L, K AND M TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERE TO, FOR THE BENEFIT OF THE PUBLIC, 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 DISTRICTING BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL BUTTERS RIGHT OF ACCESS TO LOTS 55, 65, 66, 76, 77, 87, AND 92 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [|||||] AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1, 2, 3 AND DESIGNATED REMAINDER AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL A AS OPEN SPACE AND LANDSCAPING PURPOSES AS SHOWN ON THIS FINAL MAP. SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL G FOR LAKE PURPOSES, AND PARCELS H, I, L AND N AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, F/A/A RIVER ISLANDS EMPLOYMENT CENTER, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME SUSAN DELL'OSSO DATE \_\_\_\_\_ ITS PRESIDENT

TRUSTEE'S STATEMENT OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2020, AS DOCUMENT NUMBER 2020-186194, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022 AS DOCUMENT NUMBER 2022-114643, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022 AS DOCUMENT NUMBER 2022-132038, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 NAME \_\_\_\_\_ ITS \_\_\_\_\_

ACKNOWLEDGEMENT CERTIFICATE (OWNER) A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF AN INDIVIDUAL WHOSE SIGNATURE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN ON \_\_\_\_\_ 2023 BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

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

WITNESS MY HAND SIGNATURE \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_ PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_ MY COMMISSION NUMBER \_\_\_\_\_

TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCARERO, BEING A SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL, 2023

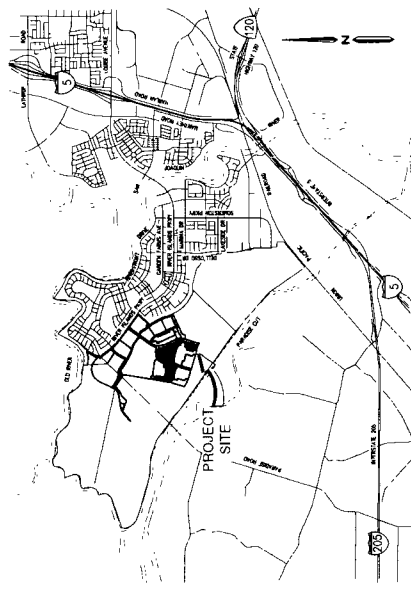


CITY CLERK'S STATEMENT

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 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1," CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THE SAME BEING PRESENTED TO SAID CITY COUNCIL ON \_\_\_\_\_ 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DOLENTLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDEMENT, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 55, 65, 66, 76, 77, 87, AND 92 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [|||||], THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCELS A, B, C, D, E, F, G, H, I, L AND N, ACCORDING TO THE TERMS AND CONDITIONS OF SAID MAP, AND THE DEDICATION OF ACCESS RIGHTS TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 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



VICINITY MAP NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TESTING TENTATIVE MAP NO. 8716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF TESTING TENTATIVE MAP

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023



BRAD R. TAYLOR, R.C.E. 92823 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FEE \$ \_\_\_\_\_

STEVIE BUSTOLARDES ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA BY ASSISTANT/DEPUTY RECORDER

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF THE RIVER ISLANDS MAP (MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



## REFERENCES

(R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE, LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 66416 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- DECLARED ISLANDS LAND COMPANY RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-0048177, S.J.C.R.

## CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, F/A/RIVER ISLANDS EMPLOYMENT CENTER, A AS FOLLOWS:

- PARCELS B THROUGH F, I, K AND M, FOR PURPOSES OF LANDSCAPE OPEN SPACES 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 FINAL MAP FOR THIS PROJECT. OTHERWISE, THE CITY SHALL RECOVER THE PROPERTY FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

## CITY SURVEYORS STATEMENT

I, DARRY A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TRACT 4155, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

DARRY 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 AUGUST 18, 2022. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE OR THAT THEY WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

DYLAN DRAWORD, P.L.S. NO. 7788



## RECITALS

- RIGHT TO FARM STATEMENT:  
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PROMOTES, OPERATES AND PROTECTS AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THE RIGHT TO FARM. THE CITY OF LATHROP DOES NOT INTEND TO INTERFERE WITH ANY PROPERTY YOU ARE PURCHASING OR MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWS AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY BE NECESSARY TO AGRICULTURAL OPERATIONS. THE CITY OF LATHROP DOES NOT INTEND TO INTERFERE WITH AGRICULTURAL OPERATIONS LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOIL REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", DATED JANUARY 2023, HAS BEEN PREPARED BY GEOTECHNICAL CONSULTING ENGINEERS, INC., A PROFESSIONAL ENGINEERING FIRM INCORPORATED IN CALIFORNIA, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4155, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 1, CONTAINS 105 RESIDENTIAL LOTS WITH A TOTAL OF 13,766 ACRES. PARCELS A THROUGH N CONTAINING 23,801 ACRES, MORE OR LESS. PARCELS I THROUGH J CONTAINING 5,479 ACRES, MORE OR LESS AND DESIGNATED REMAINDER CONTAINING 0.946 ACRES, MORE OR LESS. PARCELS K THROUGH N CONTAINING 1,000 ACRES, MORE OR LESS. THIS FINAL MAP INCLUDES 7,005 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4155 AREA SUMMARY	
LOTS 1 THROUGH 105	13,766 AC
STREET DEDICATIONS	7,005 AC
PARCELS 1 - 3	5,479 AC
DESIGNATED REMAINDER	0.946 AC
PARCELS A - N	23,801 AC
TOTAL	50,997 AC

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 124022815-R (VERSION 8), DATED MARCH 2, 2023, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1030.00	314.56°	56.40'
C2	690.00	2920.34°	349.76'
C3	83.00	1811.42°	26.36'
C4	117.00	1811.42°	37.15'
C5	2072.00	137.50°	58.96'
C6	60.00	865.232°	90.98'
C7	330.00	516.25°	30.37'
C8	690.00	1314.33°	158.48'
C9	270.00	635.24°	32.63'
C10	628.00	847.00°	74.35'
C11	628.00	452.51°	53.50'
C12	850.00	3095.55°	458.88'
C13	100.00	3741.43°	63.79'
C14	900.00	1454.19°	234.13'
C15	100.00	4826.29°	83.96'
C16	100.00	3658.10°	64.52'
C17	1000.00	833.40°	150.00'
C18	690.00	1548.00°	192.28'

LINE TABLE		
LINE	DIRECTION	LENGTH
L67	N23533.10°E	111.00'
L68	N64°16'57"W	32.00'
L69	N63°33'32"W	104.00'
L70	N63°00'34"W	54.38'
L71	N65°38'42"W	55.31'
L72	N67°21'19"W	55.31'
L73	N69°03'57"W	55.31'
L74	N70°46'34"W	55.31'
L75	N72°29'11"W	55.31'
L76	N74°11'49"W	55.31'
L77	N75°54'28"W	55.31'
L78	N77°37'03"W	55.31'
L79	N79°31'31"W	88.08'
L80	N81°04'51"W	65.14'
L81	N82°39'21"W	64.00'
L82	N84°55'32"W	64.00'
L83	N86°37'22"E	111.00'
L84	N87°33'32"W	22.63'
L85	N84°34'30"E	71.06'
L86	N73°13'50"W	82.00'
L87	N04°44'56"E	238.89'
L88	N04°44'56"E	30.00'

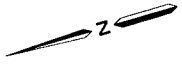
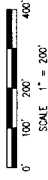
LINE TABLE		
LINE	DIRECTION	LENGTH
L45	N0°44'56"E	114.41'
L46	N81°51'04"W	111.00'
L47	N0°44'56"E	52.00'
L48	N1°41'44"E	51.99'
L49	N5°02'46"E	52.00'
L50	N8°23'48"E	52.00'
L51	N9°20'36"E	52.00'
L52	N8°39'24"W	111.00'
L53	N9°20'36"E	95.61'
L54	N51°34'41"E	33.61'
L55	N88°32'21"E	85.76'
L56	N127°39'W	111.00'
L57	N89°21'18"E	64.00'
L58	N88°00'48"W	64.00'
L59	N85°18'54"W	64.00'
L60	N83°54'19"W	64.00'
L61	N83°55'45"W	64.96'
L62	N87°18'28"W	75.12'
L63	N0°08'47"W	37.41'
L64	N82°24'23"W	26.79'
L65	N60°24'28"E	37.99'
L66	N73°13'50"W	100.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L23	N65°42'34"W	52.01'
L24	N65°24'12"W	52.01'
L25	N63°09'25"W	85.00'
L26	N112°21'41"E	60.00'
L27	N29°14'03"W	37.91'
L28	N40°32'26"W	44.15'
L29	N61°46'10"E	42.43'
L30	N68°29'47"W	140.86'
L31	N23°30'13"E	111.00'
L32	N68°29'47"W	128.00'
L33	N68°58'41"W	66.91'
L34	N68°40'42"W	67.43'
L35	N72°28'53"W	67.43'
L36	N72°13'05"W	67.43'
L37	N73°59'16"W	67.43'
L38	N75°45'28"W	67.43'
L39	N77°31'39"W	67.43'
L40	N79°17'50"W	67.43'
L41	N80°54'04"W	54.79'
L42	N82°20'21"W	54.79'
L43	N84°46'38"W	54.79'
L44	N85°30'14"E	111.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N16°46'10"E	122.00'
L2	N28°35'13"W	85.39'
L3	N73°13'50"W	80.00'
L4	N58°39'58"E	74.87'
L5	N20°37'29"E	106.00'
L6	N7°05'20"W	45.00'
L7	N73°06'12"W	45.00'
L8	N73°13'50"W	147.79'
L9	N16°46'10"E	81.72'
L10	N77°43'36"E	111.00'
L11	N4°50'58"W	52.05'
L12	N20°00'08"W	52.05'
L13	N23°52'02"W	52.05'
L14	N25°39'55"W	64.13'
L15	N33°37'27"W	64.20'
L16	N42°37'36"W	64.20'
L17	N51°37'46"W	64.20'
L18	N68°20'20"W	64.00'
L19	N58°42'35"W	156.00'
L20	N58°52'56"W	52.00'
L21	N60°19'16"W	52.01'
L22	N62°00'55"W	52.01'

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LAHOBIP, SAN JOAQUIN COUNTY, CALIFORNIA  
APRIL 2023

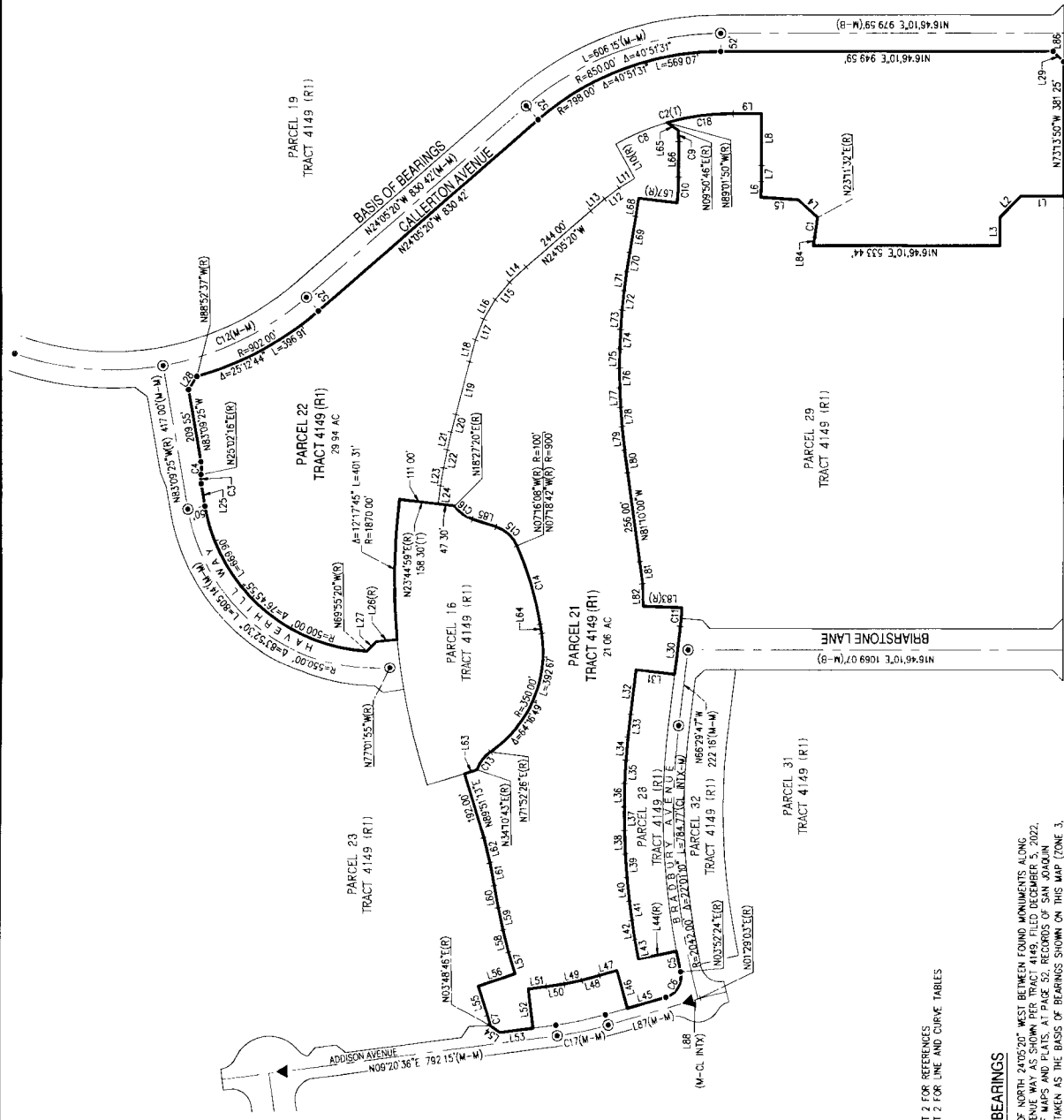


### MONUMENTATION NOTES

- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ⊙ FOUND MONUMENT PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

### LEGEND

- 200'00" (R1) MEASURED AND RECORD DATA PER REFERENCE SHOWN
- (M-W) DEMONIES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-W) MONUMENT TO BOUNDARY
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (M-BC) MONUMENT TO BEGINNING OF CURVE
- (BC-CL INTX) BEGIN CURVE TO CENTERLINE INTERSECTION
- (R) BOUNDARY
- (B) BOUNDARY
- (M) MONUMENT NUMBER
- (M) MONUMENT
- (M) ACCESS EASEMENT
- (M) EMERGENCY VEHICLE ACCESS EASEMENT
- (M) PILE
- (M) PUBLIC UTILITY EASEMENT
- (M) WALL EASEMENT
- (M) WE
- (M) LINE CURVE
- (M) L1/C1
- (M) BOUNDARY
- (M) LOT LINE OR RIGHT-OF-WAY LINE
- (M) EASEMENT LINE
- (M) CENTERLINE
- (M) RESTRICTED ACCESS



**NOTES**  
1. SEE SHEET 2 FOR REFERENCES  
2. SEE SHEET 2 FOR LINE AND CURVE TABLES

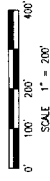
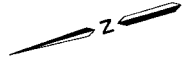
### BASIS OF BEARINGS

THE BEARING OF NORTH 2402'20" WEST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE WAY, AS SHOWN PER TRACT 4149, FILED DECEMBER 5, 2022, IS THE BASIS OF BEARINGS FOR THIS SHEET. THE BEARING OF NORTH 2402'20" WEST BETWEEN FOUND MONUMENTS ALONG BIARSTONE LANE, AS SHOWN PER TRACT 4149, FILED DECEMBER 5, 2022, IS THE BASIS OF BEARINGS FOR THIS SHEET. THE BEARING OF NORTH 2402'20" WEST BETWEEN FOUND MONUMENTS ALONG ADDISON AVENUE, AS SHOWN PER TRACT 4149, FILED DECEMBER 5, 2022, IS THE BASIS OF BEARINGS FOR THIS SHEET. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

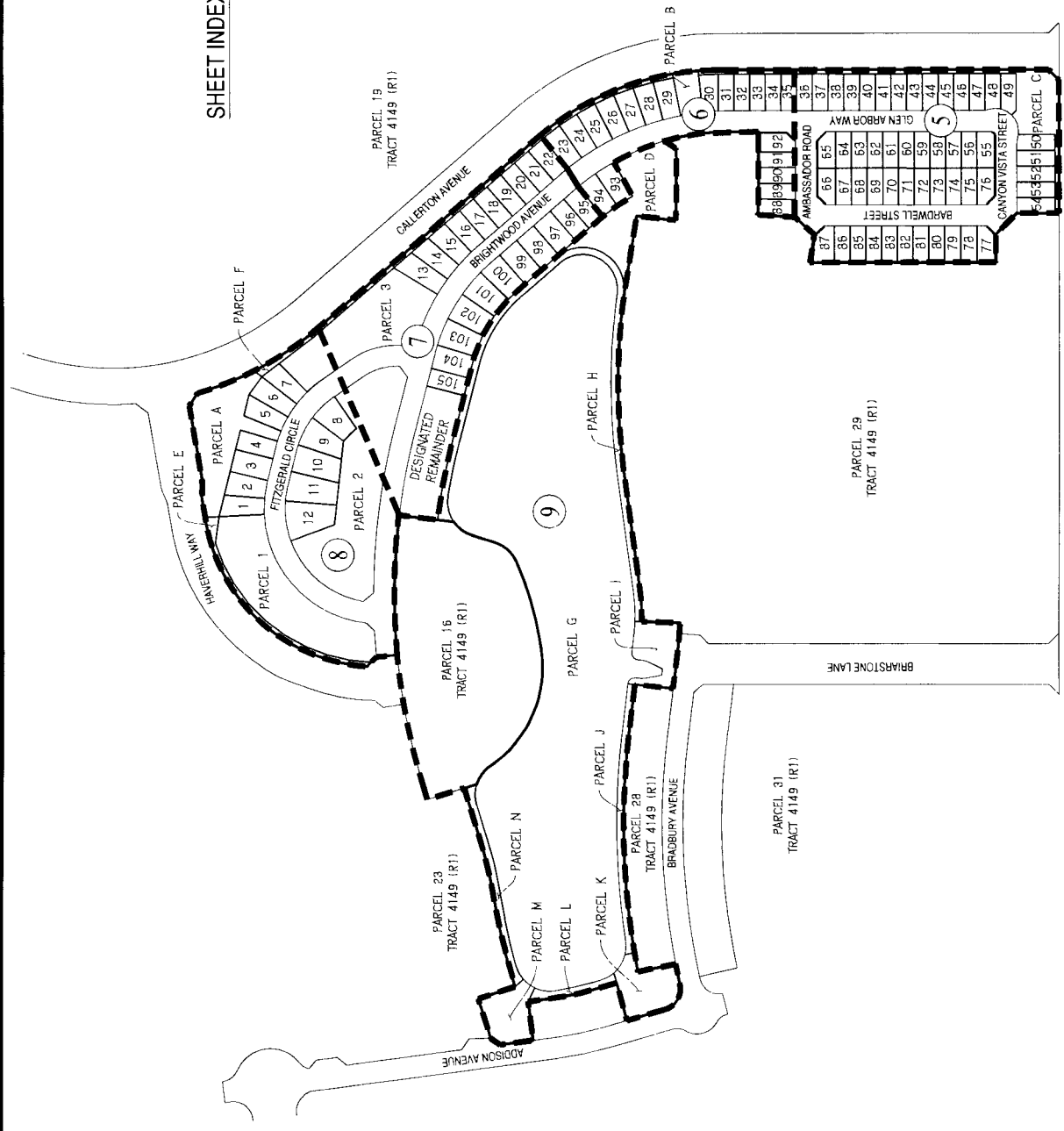
APRIL 2023



**LEGEND**

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET UNIT LINE
- RESTRICTED ACCESS

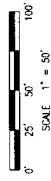
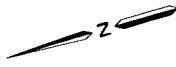
## SHEET INDEX



# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF MAP 149 (LAMP 57),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023

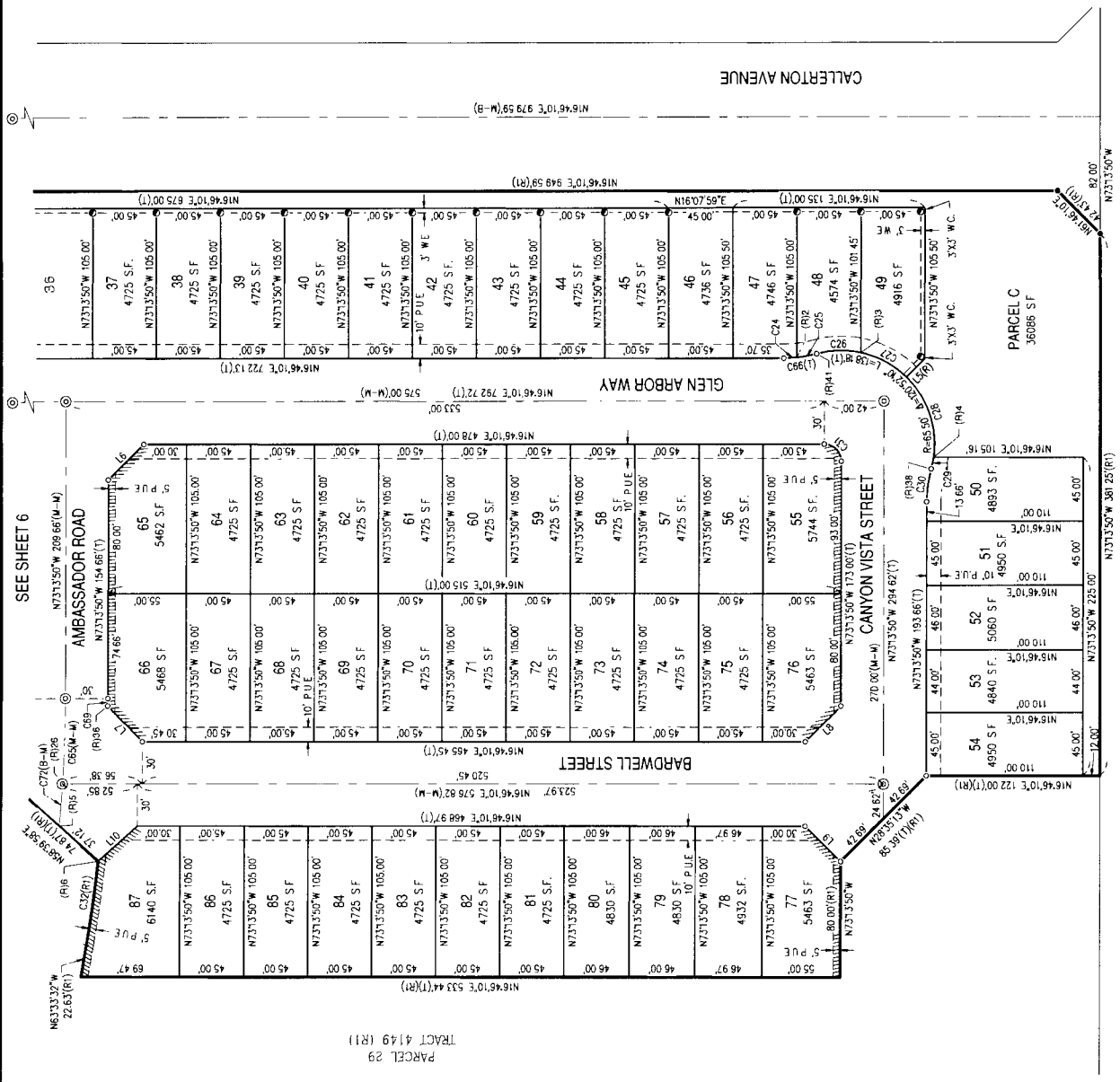


### NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEET 1 FOR LINE AND CURVE TABLES

### MONUMENTATION NOTES

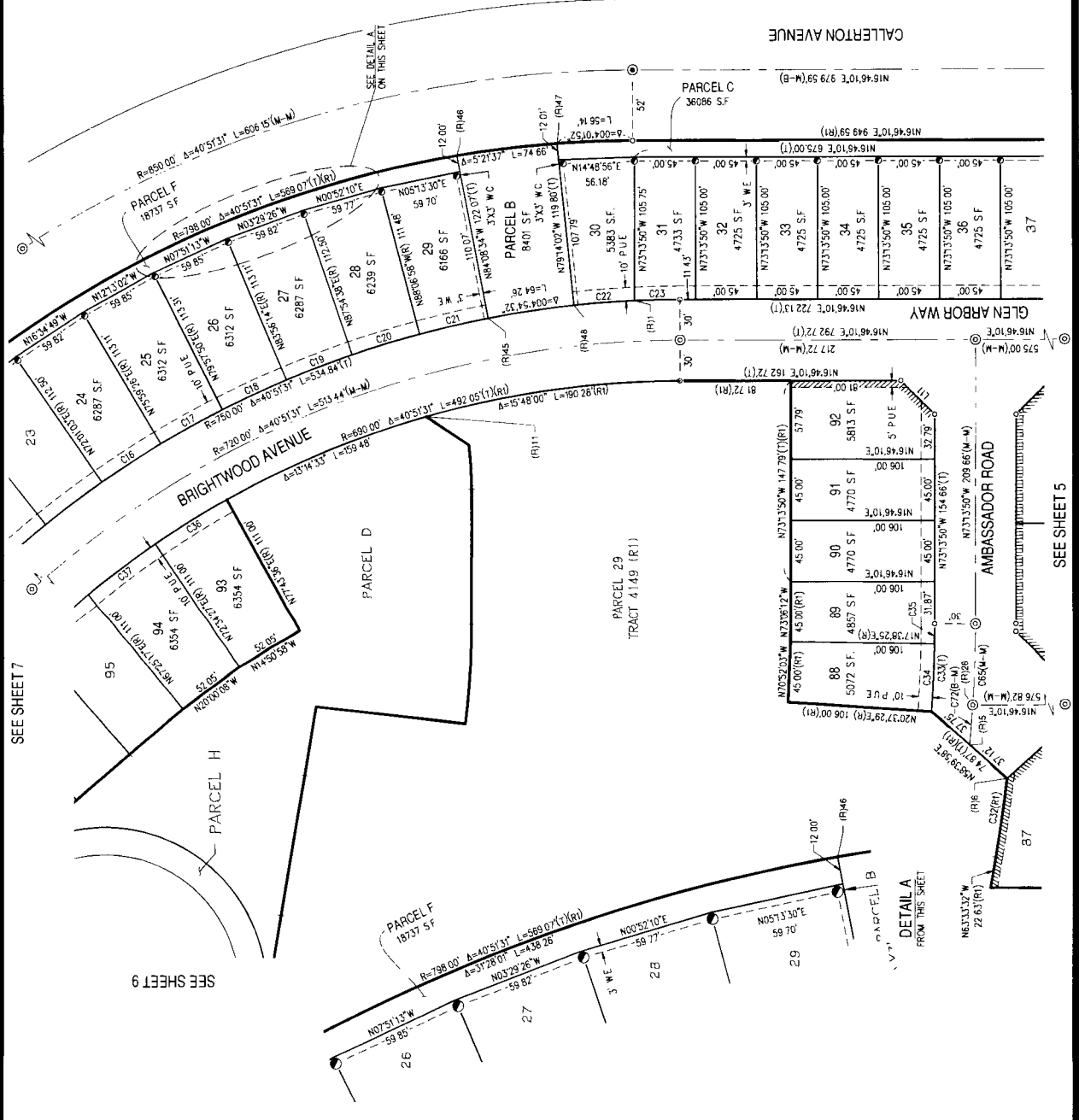
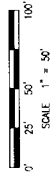
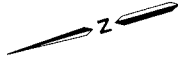
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL BEAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS





**TRACT 4155**  
**RIVER ISLANDS - PHASE 2**  
**WEST VILLAGE UNIT 1**

A PORTION OF RANCHO EL PESQUERO, BEING A  
 SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 419 (44 MAP 52),  
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 APRIL 2023



**NOTES**

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEET 10 FOR LINE AND CORNER TABLES

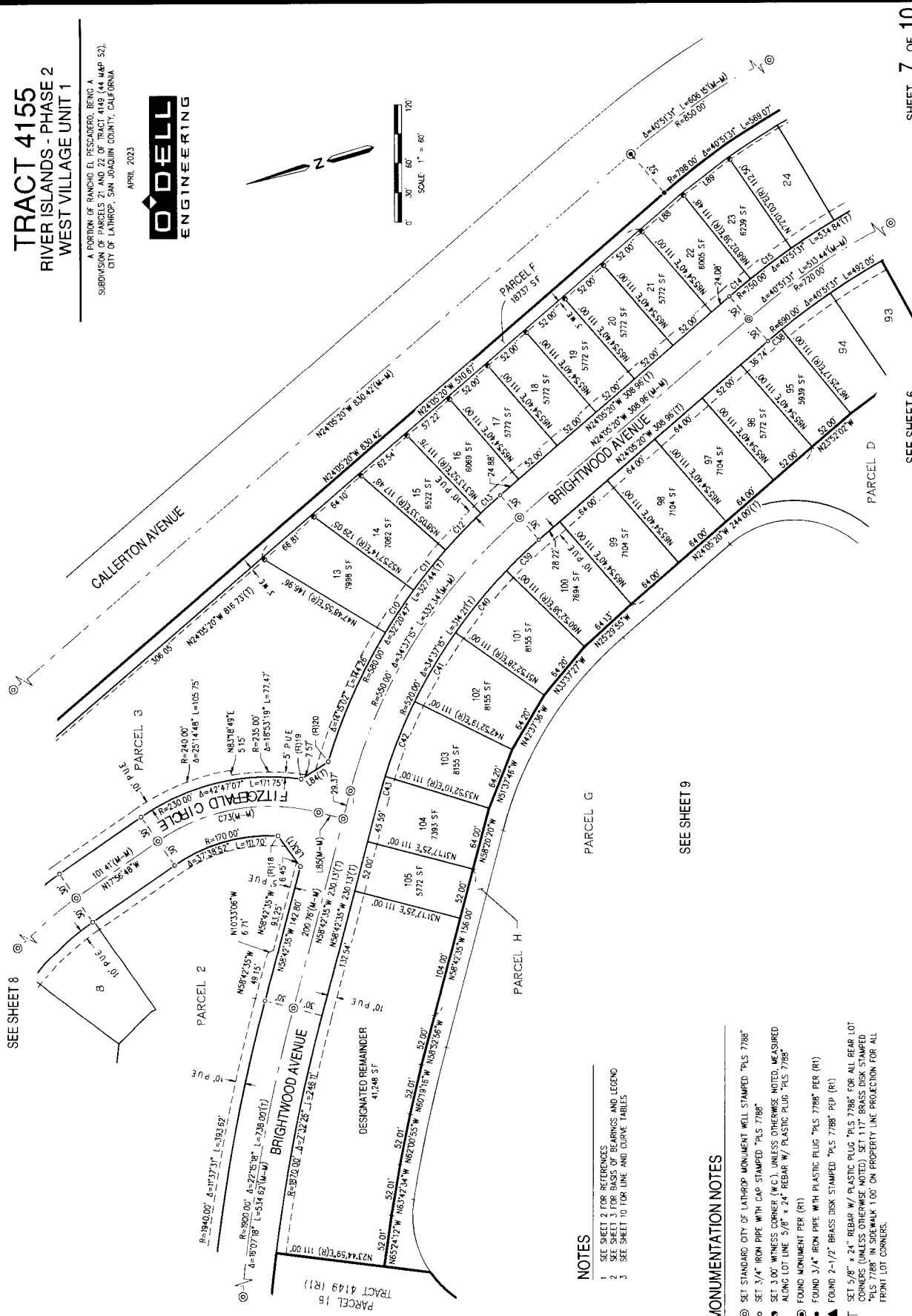
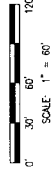
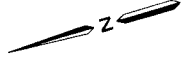
**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 5/8" x 24" REBAR W/ PLASTIC PLUS "PLS 7788"
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUS "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUS "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

**TRACT 4155**  
**RIVER ISLANDS - PHASE 2**  
**WEST VILLAGE UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A  
 SUBDIVISION OF PARCELS 5, 6 AND 22 OF TRACT 4149 (44 MAP 52),  
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



SEE SHEET 8

SEE SHEET 9

SHEET 7 OF 10

SEE SHEET 6

**NOTES**

1. SEE SHEET 9 FOR REFERENCES
2. SEE SHEET 3 FOR BASE OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES

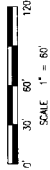
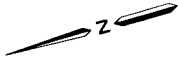
**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "PLS 7786"
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7786"
- ⊙ FOUND MONUMENT PER (RT)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7786" PER (RT)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7786" PEP (RT)
- ⊥ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7786" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7786" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

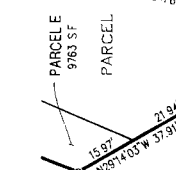
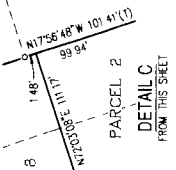
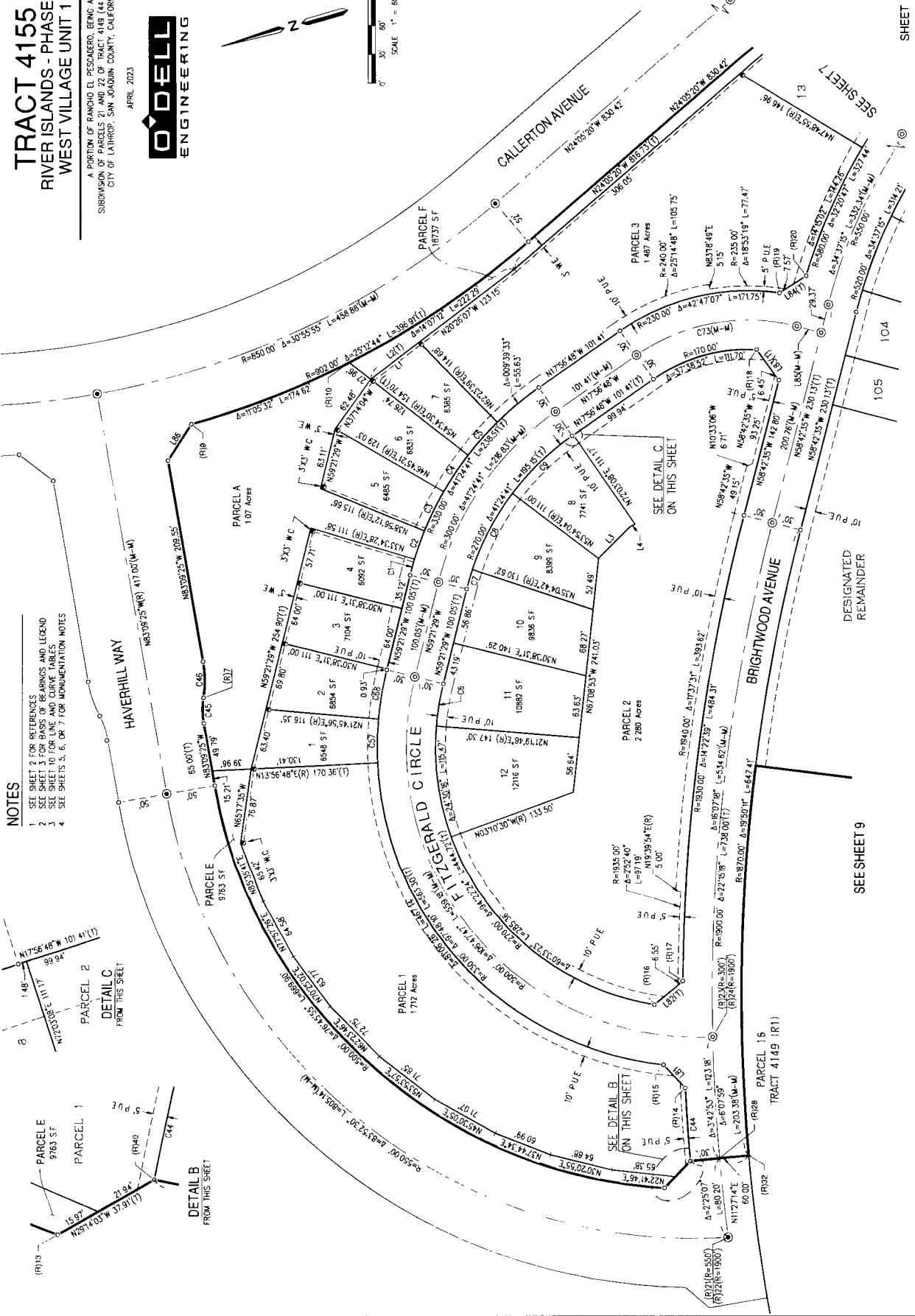
A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4160 (44 MAP 53),  
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



### NOTES

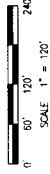
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES
4. SEE SHEETS 5, 6, OR 7 FOR MONUMENTATION NOTES



# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCELS 21 AND 22 OF TRACT 4149 (44 MAP 52),  
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA

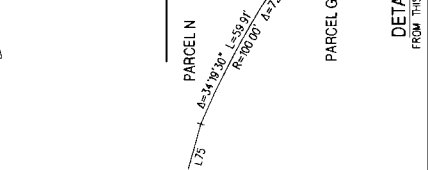
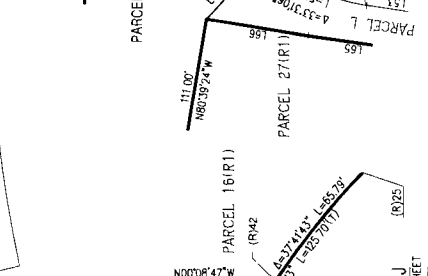
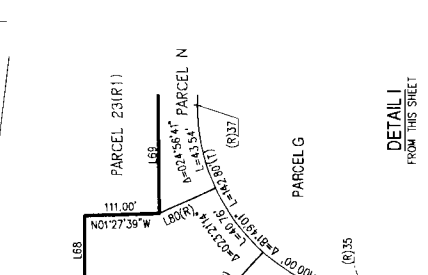
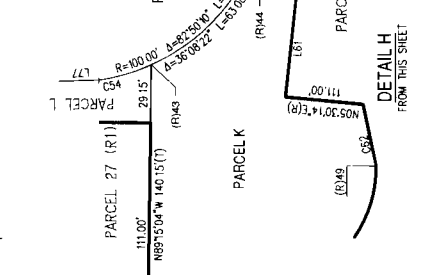
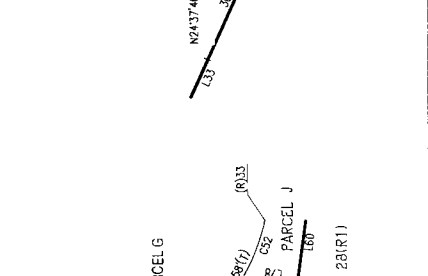
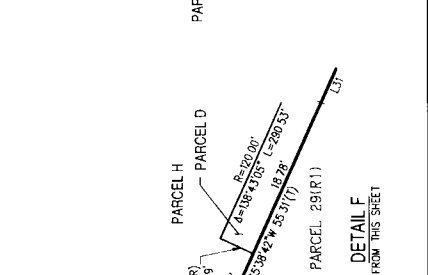
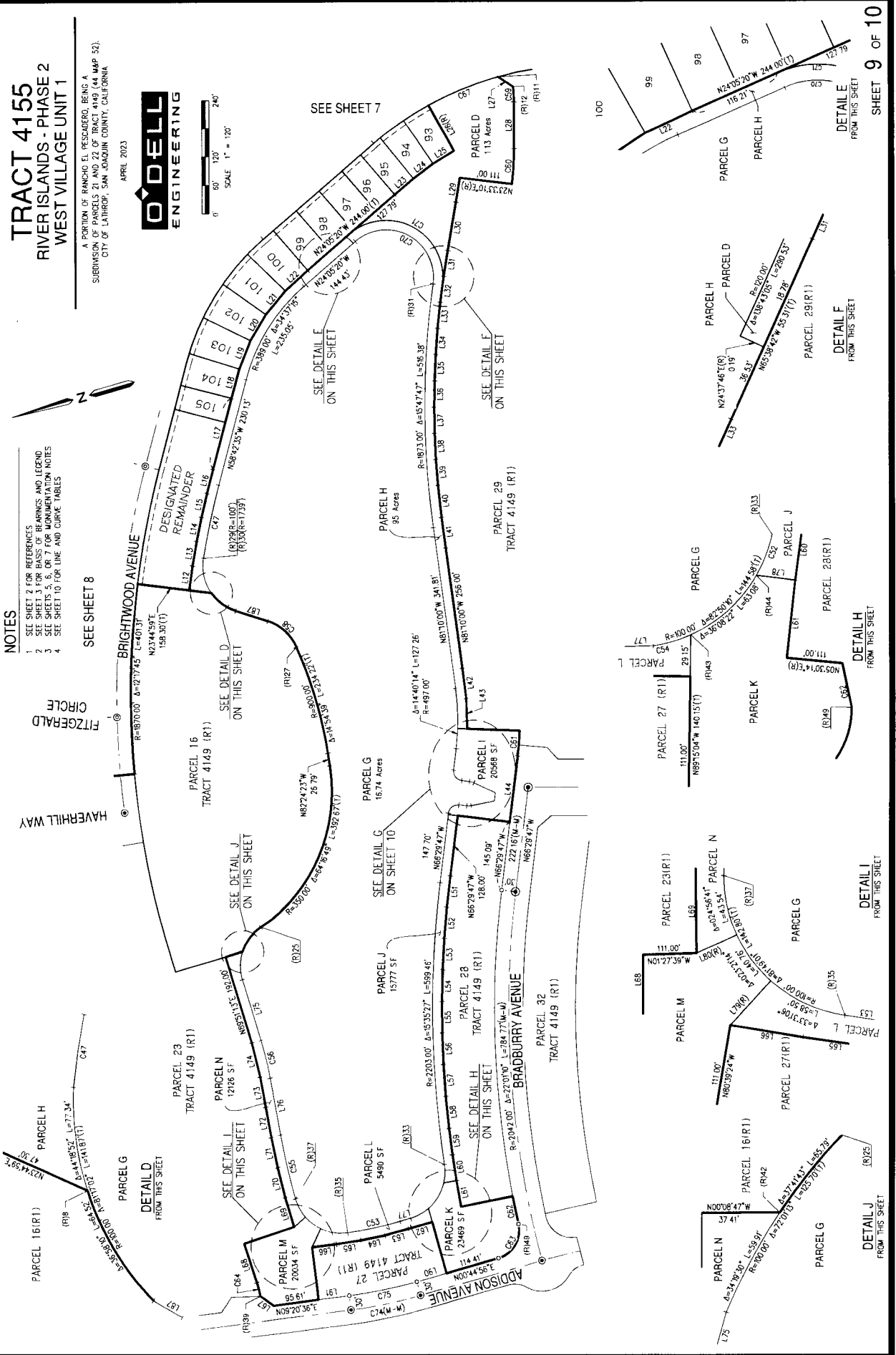
APRIL 2023



- NOTES**
1. SEE SHEET 2 FOR REFERENCES
  2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
  3. SEE SHEET 4 FOR BEARINGS AND LEGEND
  4. SEE SHEET 10 FOR LINE AND SURVEY TABLES

SEE SHEET 8

HAVERRILL WAY  
FITZGERALD  
CIRCLE  
BRIGHTWOOD AVENUE



# TRACT 4155 RIVER ISLANDS - PHASE 2 WEST VILLAGE UNIT 1

A PORTION OF RANCHO EL PESADERO, BEING A SUBDIVISION OF LOTS 1 AND 2 OF TRACT 4155, CITY OF LANHARP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023



## NOTES

- SEE SHEET 2 FOR REFERENCES, DIMENSIONS AND LEGEND
- SEE SHEETS 5, 6, 7 FOR MONUMENTATION NOTES
- SEE SHEETS 5, 6, 7 FOR MONUMENTATION NOTES

LINE #	DIRECTION	LENGTH
L41	N81°04'51"W	65.14
L42	N89°39'21"W	64.00
L43	N74°55'32"W	64.00
L44	N86°29'47"E	149.66
L45	S86°29'47"E	46.05
L46	N23°30'13"E	16.68
L47	N41°38'28"E	49.77
L48	S68°28'47"E	18.00
L49	S52°05'59"W	49.77
L50	S29°30'13"W	16.68
L51	N86°58'41"W	66.51
L52	N88°40'42"W	67.43
L53	N70°26'53"W	67.43
L54	N72°19'05"W	67.43
L55	N75°59'16"W	67.43
L56	N75°46'28"W	67.43
L57	N77°31'36"W	67.43
L58	N79°11'50"W	67.43
L59	N85°54'04"W	54.79
L60	N82°20'21"W	54.79

LINE #	DIRECTION	LENGTH
L21	N20°26'07"W	62.67
L22	N25°29'55"W	64.13
L23	N29°52'02"W	52.00
L24	N29°00'08"W	52.00
L25	N1°45'05"W	52.00
L26	N17°43'36"E	111.00
L27	N50°24'28"E	37.89
L28	N74°19'50"W	100.00
L29	N64°18'57"W	52.00
L30	S63°33'32"E	104.00
L31	N64°00'34"W	54.38
L32	S65°38'42"E	55.31
L33	N67°21'19"W	55.31
L34	N69°03'57"W	55.31
L35	N70°46'34"W	55.31
L36	N72°28'11"W	55.31
L37	N74°11'45"W	55.31
L38	N75°54'26"W	55.31
L39	N77°37'03"W	55.31
L40	N79°23'13"W	68.08

LINE #	DIRECTION	LENGTH
L1	N20°26'07"W	62.67
L2	N25°29'55"W	186.78
L3	N28°39'18"W	45.84
L4	N10°33'06"W	6.62
L5	N28°51'02"W	18.45
L6	N28°13'50"W	35.36
L7	N82°15'57"E	35.06
L8	N28°13'50"W	35.36
L9	N61°46'10"E	35.36
L10	N65°22'01"W	37.08
L11	N61°46'10"E	35.36
L12	N85°24'12"W	52.01
L13	N61°46'10"E	52.01
L14	N82°00'55"W	52.01
L15	N61°46'10"E	52.01
L16	N89°32'56"W	52.00
L17	N91°42'35"W	156.00
L18	N89°20'20"W	64.00
L19	N51°37'46"W	64.20
L20	N42°37'38"W	64.20

CURVE #	RADIUS	DELTA	LENGTH
C41	520.00	9°00'09"	81.70
C42	520.00	2°34'45"	23.41
C43	520.00	9°00'09"	81.70
C44	1930.00	2°11'36"	73.88
C45	83.00	18°11'42"	26.36
C46	117.00	18°11'42"	37.15
C47	1739.00	5°12'19"	157.99
C48	20.00	90°00'00"	31.42
C49	30.00	18°09'14"	9.51
C50	30.00	18°09'14"	9.51
C51	20.00	90°00'00"	31.42
C52	100.00	22°00'03"	38.40
C53	841.26	7°42'58"	113.30
C54	100.00	24°41'45"	43.10
C55	1339.00	5°46'25"	136.09
C56	761.00	6°14'31"	82.80
C57	330.00	7°48'08"	45.03
C58	100.00	48°06'28"	83.86
C59	270.00	6°52'24"	32.63
C60	628.00	6°14'00"	74.35

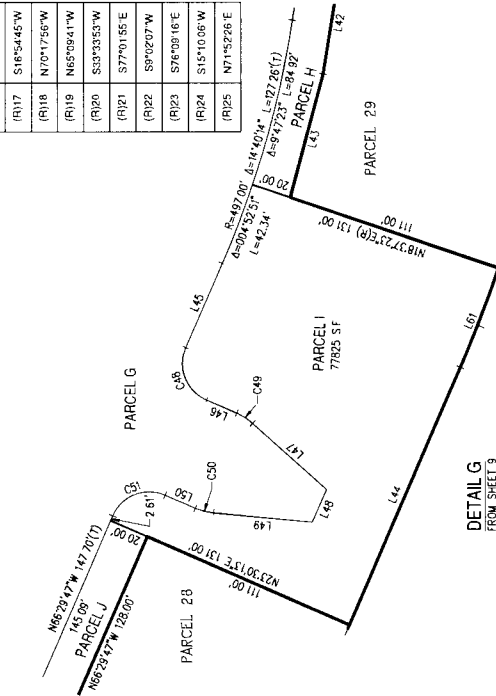
CURVE #	RADIUS	DELTA	LENGTH
C21	750.00	3°58'24"	52.01
C22	750.00	3°26'18"	45.01
C23	750.00	2°33'54"	33.58
C24	87.00	6°08'14"	9.32
C25	87.00	9°17'51"	14.12
C26	65.50	27°31'16"	31.46
C27	65.50	32°17'35"	36.92
C28	65.50	53°44'15"	61.43
C29	65.50	7°19'03"	8.37
C30	87.00	15°26'05"	23.44
C31	12.00	90°00'00"	18.85
C32	1030.00	3°14'58"	58.40
C33	970.00	3°51'19"	65.27
C34	970.00	2°59'04"	50.53
C35	970.00	0°52'15"	14.74
C36	690.00	5°09'10"	62.05
C37	690.00	5°09'10"	62.05
C38	690.00	1°30'37"	18.19
C39	520.00	5°02'02"	45.69
C40	520.00	9°00'09"	81.70

CURVE #	RADIUS	DELTA	LENGTH
C1	330.00	2°55'57"	16.89
C2	330.00	5°21'44"	30.86
C3	330.00	7°48'09"	45.03
C4	330.00	7°48'09"	45.03
C5	330.00	7°48'09"	45.03
C6	270.00	9°18'46"	43.88
C7	270.00	4°26'12"	20.81
C8	270.00	18°03'07"	88.70
C9	270.00	18°03'07"	85.54
C10	580.00	5°08'18"	52.02
C11	580.00	5°08'18"	52.02
C12	580.00	5°08'18"	52.02
C13	580.00	2°47'48"	27.13
C14	750.00	2°07'59"	27.92
C15	750.00	3°58'24"	52.01
C16	750.00	3°58'24"	52.01
C17	750.00	3°58'24"	52.01
C18	750.00	3°58'24"	52.01
C19	750.00	3°58'24"	52.01
C20	750.00	3°58'24"	52.01

CURVE #	RADIUS	DELTA	LENGTH
C81	628.00	4°52'51"	53.50
C82	2072.00	1°37'50"	58.96
C83	60.00	86°52'32"	90.88
C84	330.00	5°16'25"	30.37
C85	1000.00	3°27'34"	60.38
C86	87.00	15°26'05"	23.44
C87	690.00	1°14'33"	159.48
C88	330.00	8°52'35"	51.12
C89	1030.00	0°17'51"	5.95
C70	100.00	138°43'06"	242.11
C71	120.00	138°43'06"	290.53
C72	1000.00	1°43'40"	30.17
C73	200.00	48°14'10"	171.87
C74	1000.00	8°35'40"	150.00
C75	970.00	8°35'40"	145.50

LINE #	DIRECTION	RADIAL BEARINGS
(R)26	N20°13'44"E	
(R)27	N71°19'02"W	
(R)28	S11°27'14"W	
(R)29	S25°51'32"W	
(R)30	S26°05'08"W	
(R)31	N24°37'46"E	
(R)32	S11°27'14"W	
(R)33	S75°54'46"W	
(R)34	N75°44'46"E	
(R)35	S81°32'42"E	
(R)36	N17°04'01"E	
(R)37	S9°16'19"W	
(R)38	S32°12'15"W	
(R)39	N2°46'46"E	
(R)40	S11°27'14"W	
(R)41	S88°39'55"E	
(R)42	N34°10'42"E	
(R)43	N66°03'11"E	
(R)44	S29°54'50"W	
(R)45	N84°08'34"W	
(R)46	N82°37'18"W	
(R)47	N77°15'41"W	
(R)48	N79°14'02"W	
(R)49	N93°52'24"E	

LINE #	DIRECTION	RADIAL BEARINGS
(R)1	N75°47'44"W	
(R)2	S79°22'04"E	
(R)3	N61°08'38"W	
(R)4	N42°45'12"E	
(R)5	S21°57'28"W	
(R)6	N23°11'32"E	
(R)7	N25°02'16"E	
(R)8	N18°27'20"W	
(R)9	S88°52'37"E	
(R)10	N80°01'52"E	
(R)11	N89°01'50"W	
(R)12	N85°05'46"E	
(R)13	S88°55'20"E	
(R)14	S13°38'49"W	
(R)15	S67°08'38"E	
(R)16	S63°43'53"E	
(R)17	S16°54'45"W	
(R)18	N70°17'56"W	
(R)19	N65°09'41"W	
(R)20	S33°33'53"W	
(R)21	S77°01'55"E	
(R)22	S9°02'07"W	
(R)23	S76°08'16"E	
(R)24	S15°10'06"W	
(R)25	N71°52'28"E	



DETAIL G  
FROM SHEET 9

SHEET 10 OF 10

TABLES ARE FOR SHEETS 5 THROUGH 10 ONLY

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## ITEM 4.21

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

**ITEM:** APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 68 LOTS IN TRACT 4172 VILLAGE 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

**RECOMMENDATION:** Adopt Resolution Approving Final Map for Tract 4172 Village 1 within the West Village District, Totaling 68 Single Family Lots, CFD Annexation No. 2, and Subdivision Improvement Agreement with River Islands Development Area 2, LLC, and River Islands Stage 2A, LLC

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#### SUMMARY:

The proposed Final Map for Tract 4172, included as Attachment "E", is the first tract map within the West Village District of Phase 2 for the River Islands Project. Pulte Homes is proposing sixty-eight (68) 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 4172, West Village - Village 1 (Tract 4172), Annexation No. 2 of the City of Lathrop Community Facilities District (CFD) 2023-1, and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 2, LLC and River Islands Stage 2A, LLC (collectively referred to as "River Islands"), by Resolution included as Attachment "A".

#### BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) Tract 6716. On November 14, 2022, City Council approved Large Lot Map Tract 4149 for 34 undevelopable parcels within West Village District. The land for the proposed Final Map for Tract 4172 is within the geographic boundaries of VTM Tract 6716 and Large Lot Map Tract 4149.

As required by the City's subdivision ordinance, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

The total cost of the improvements for Tract 4172 is \$1,623,000, however, a large percentage of the improvements have already been constructed and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4172 that guarantee the unfinished improvements in the amount of:

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 68 LOTS IN TRACT**  
**4172 VILLAGE 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

Unfinished Improvement Total:	\$9,100
Performance Security (110% of Unfinished Improvements)	\$10,010
Labor & Materials Security (50% of Performance Security)	\$5,005

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.

Tract 4172 will need to be annexed into the three different CFDs for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2023-1 City of Lathrop Annexation No. 2 is pending with this Council item. CFD 2013-1 RD 2062 Annexation, and CFD 2013-1 RIPFA Annexation are administered by RD 2062 and RIPFA. They are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

As a precondition to record Final Map, River Islands must satisfy the Escrow Instructions, included as Attachment “D”, by depositing necessary sums and required security 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:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Received
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Approval of 3 <sup>rd</sup> 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
8. Allocation of Water and Sewer capacity	Completed



**CITY MANAGER’S REPORT** **PAGE 3**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 68 LOTS IN TRACT**  
**4172 VILLAGE 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

9.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
10.	Submitted Certificate of Insurance, Tax Letter	Completed
11.	Submitted Preliminary Guarantee of Title	Completed
12.	Escrow Instructions	Completed
13.	Tract 4172 West Village – Village 1 – City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 2	Approval pending with this item
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

**FISCAL IMPACT:**


There is no fiscal 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 4172 Village 1 within the West Village District, Totaling 68 Single Family Lots, City of Lathrop CFD Annexation No. 2, and Subdivision Improvement Agreement with River Islands Development Area 2, LLC and River Islands Stage 2A, LLC
- B. Vicinity Map – West Village – Village 1 Tract 4172
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 2, LLC, a Delaware limited liability company, River Islands Stage 2A, LLC, a Delaware Limited Liability Company, for Tract 4172, West Village - Village 1
- D. Escrow Instructions for Final Map Tract 4172 West Village - Village 1, including CFD Annexation No. 2
- E. Final Map – Tract 4172 West Village – Village 1

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 11, 2023, CITY COUNCIL REGULAR MEETING**  
**APPROVE FINAL MAP, CFD ANNEXATION, AND SIA FOR 68 LOTS IN TRACT**  
**4172 VILLAGE 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**


**APPROVALS**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

8/28/23  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

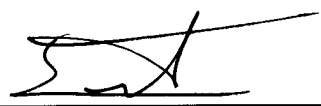
8/24/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

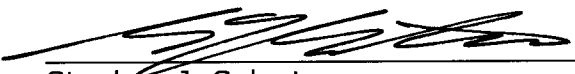
8/29/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.29.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-29-2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4172 VILLAGE 1 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 68 SINGLE FAMILY LOTS, CITY OF LATHROP CFD ANNEXATION NO. 2, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 2, LLC, AND RIVER ISLANDS STAGE 2A, LLC**

**WHEREAS**, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

**WHEREAS**, on November 14, 2022, City Council approved Large Lot Map 4149 for 34 undevelopable parcels within West Village District. The land for the proposed Final Map for Tract 4172, West Village - Village 1 (Tract 4172), is within the geographic boundaries of VTM 6716 and Large Lot Map 4149; and

**WHEREAS**, 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; and

**WHEREAS**, River Islands Development Area 2, LLC and River Islands Stage 2A, LLC (collectively referred to as “River Islands”) provided performance and labor & material securities with the SIA for Tract 4172 that guarantee the unfinished improvements for Tract 4172 in the amount as follows; and

Unfinished Improvement Total:	\$9,100
Performance Security (110% of Unfinished Improvements)	\$10,010
Labor & Materials Security (50% of Performance Security)	\$5,005

**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**, Tract 4172 needs to be annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2023-1 City of Lathrop Annexation No. 2. CFD 2013-1 Island Reclamation District (RD) 2062 Annexation, and CFD 2013-1 River Islands Public Financing Authority (RIPFA) Annexation are administered by RD 2062 and RIPFA. They are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

**WHEREAS**, River Islands must satisfy the Escrow Instructions, included as Attachment “D” to the City Manager’s Report, by depositing necessary sums and required security to guarantee the payment of all fees and execution of the documents related to the SIA.

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

1. The Final Map for Tract 4172 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands in substantially the form as attached to the September 11, 2023 staff report.
3. Annexation of the City of Lathrop Community Facilities District No. 2023-1 No. 2 (River Islands Public Services and Facilities) in substantially the form as attached to the September 11, 2023 staff report.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 11<sup>th</sup> day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

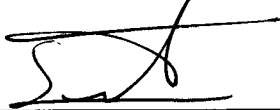
ABSENT:

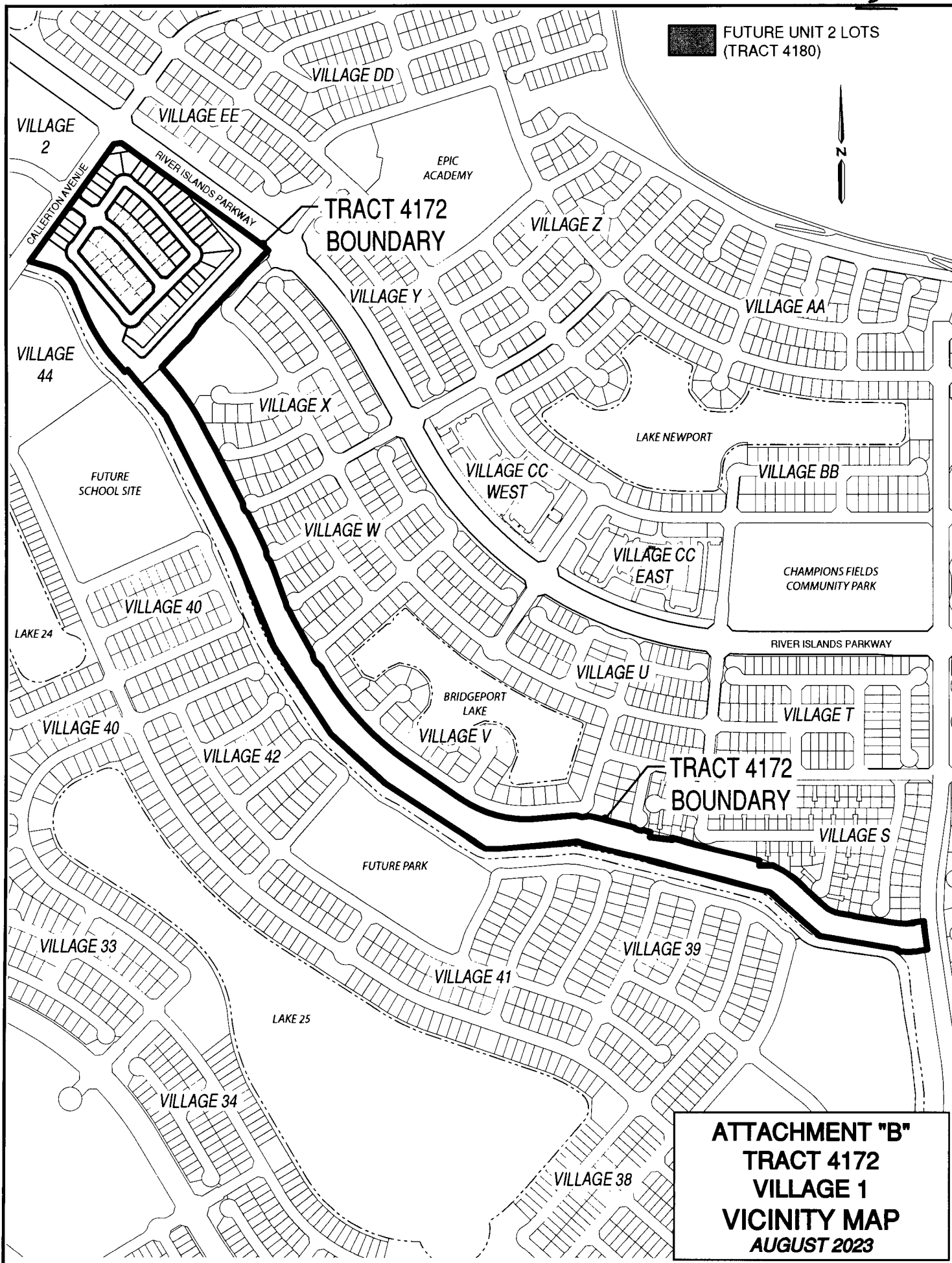
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**ATTACHMENT "B"**  
**TRACT 4172**  
**VILLAGE 1**  
**VICINITY MAP**  
**AUGUST 2023**

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS DEVELOPMENT AREA 2, LLC,**  
**RIVER ISLANDS STAGE 2A, LLC**  
**FOR TRACT 4172 WEST VILLAGE - VILLAGE 1 68 RESIDENTIAL LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **11<sup>th</sup> day of September 2023**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 2, LLC**, a Delaware Limited Liability Company, **River Islands Stage 2A, LLC**, a Delaware Limited Liability Company (hereinafter collectively referred to as "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 4172. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4172 (West Village - Village 1) located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided by SUBDIVIDER that guarantee the unfinished improvements for West Village - Village 1, in the amount shown in Section 8 of this Agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4172 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 4172 and West Village - Village 1 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 4172 are required security as outlined in this Agreement is required.

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**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:

Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage 2A, LLC)  
Tract 4172 West Village - Village 1

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 West Village – Village 1 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 4172 that is conveyed to a private interest not associated with the transfer of title of Tract 4172 associated with the filing of Tract 4172 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4172, or September 11, 2024, 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 \$162,300 equal to 10% of the estimated cost of improvements for the West Village - Village 1 neighborhood (\$1,623,000) as included in the Engineer’s estimate attached to this Agreement as Exhibit “D”, to insure SUBDIVIDER’S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

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



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 4172 as included and described in Exhibit "E" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

**Table 1 – Bond Values**

Unfinished Improvement Total:	\$9,100
Performance Bond (Bond No. 0799692):	\$10,010
Labor & Materials Bond (Bond No. 0799692):	\$5,005

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

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

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result

to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

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

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

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

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period,

whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4172.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this

Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage 2A, LLC  
Tract 4172 West Village - Village 1

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 4172**

**EXHIBIT B TRACT 4172 AND WEST VILLAGE - VILLAGE 1 AREA**

**EXHIBIT C: CITY INSURANCE REQUIREMENTS**

**EXHIBIT D: WEST VILLAGE - VILLAGE 1 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE**

Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage 2A, LLC  
Tract 4172 West Village - Village 1

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11<sup>th</sup> day of September 2023, 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

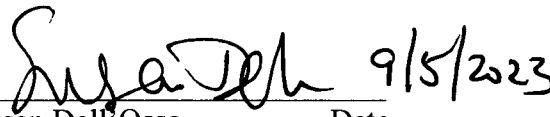
BY: \_\_\_\_\_  
Teresa Vargas Date  
City Clerk

BY: \_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: \_\_\_\_\_  
Salvador Navarrete Date  
City Attorney

River Islands Development Area 2, LLC,  
a Delaware Limited Liability Company  
River Islands Stage 2A, LLC  
a Delaware Limited Liability Company

BY:  9/5/2023  
Susan Dell'Osso Date  
President  
"SUBDIVIDER"

Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage  
2A, LLC  
Tract 4172 West Village - Village 1

**EXHIBIT "A"**

**FINAL MAP - TRACT 4172**

**OWNERS STATEMENT**

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4172, RIVER ISLANDS-PHASE 2, VILLAGE 1-UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF NINETEEN (19) 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. TO THE CITY OF LATHROP FOR PUBLIC PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BENNETT STREET, GLEBER LANE, GEBHARDT STREET, SCOTT EDWARDS LANE, AND TUPPER STREET, AS SHOWN ON THIS FINAL MAP
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN THE SOUND WALLS UPON AND OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "W.E." (WALL EASEMENT)
4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SLOPES ACROSS THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SLOPE EASEMENT"

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES

1. PARCELS A, B, C AND D TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP
- TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL BOUNDARY WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 29 AND 37 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS E, F, AND G FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AND WILL TRANSFER TO ISLANDS RECLAMATION DISTRICT 2062 BY SEPARATE DOCUMENT

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 3 FOR FUTURE DEVELOPMENT

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL ONE (PARCEL ONE OF TRACT 4149)  
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL TWO (PARCEL D OF TRACT 4111)

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
SUSAN BELL'ROSSO PRESIDENT

**TRUSTEES STATEMENT**

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-06086, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-06025, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022 AS DOCUMENT NUMBER 2022-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
BY: \_\_\_\_\_  
NAME \_\_\_\_\_  
ITS \_\_\_\_\_

**ACKNOWLEDGEMENT CERTIFICATE (OWNER)**

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

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }  
ON \_\_\_\_\_ 2023 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/THEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT  
WITNESS MY HAND

SIGNATURE \_\_\_\_\_  
NAME (PRINT) \_\_\_\_\_  
TITLE \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**TRACT 4172  
RIVER ISLANDS - PHASE 2  
VILLAGE 1 - UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



**CITY CLERKS 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 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1-UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF NINETEEN (19) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION TO BE ACCORDED ON THE PUBLIC RECORDS OF THE CITY OF LATHROP, CALIFORNIA, AND TO BE A PART OF THE OFFICIAL RECORDS OF SAID CITY. THE CITY COUNCIL HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE CITY OF LATHROP MUNICIPAL CODE AND THE CITY OF LATHROP SUBDIVISION MAP ACT, THE CITY OF LATHROP ORDINANCES, AND THE CITY OF LATHROP SUBDIVISION MAP ACT. THE CITY OF LATHROP DOES HEREBY ABANDON THE FOLLOWING EASEMENTS: 1. THE 30 FOOT WIDE EASEMENT FOR ROADWAY PURPOSES, ALSO KNOWN AS STEWART ROAD PER BOOK 199, PAGE 335, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP 2. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045553, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP 3. THE 15' WIDE RECLAIMED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP RECORDED ON JUNE 2, 2006, AS DOCUMENT NUMBER 2006-119390, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP

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

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

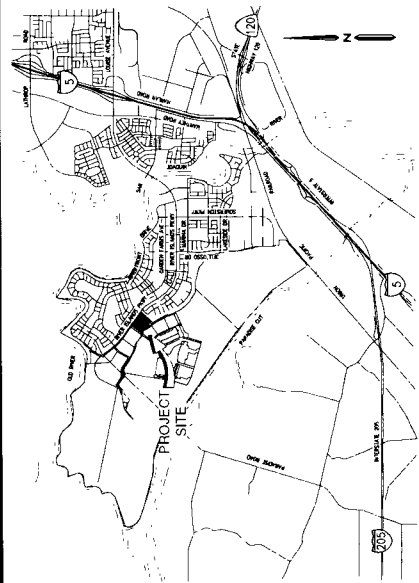
**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN }  
ON \_\_\_\_\_ 2023 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/THEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(ITIES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT  
WITNESS MY HAND

SIGNATURE \_\_\_\_\_  
NAME (PRINT) \_\_\_\_\_  
TITLE \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

EXEMPT FROM FEE PER GOVERNMENT CODE 72386.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP  
NOT TO SCALE

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT**

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
RICARDO CAGUAT, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

**CITY ENGINEERS STATEMENT**

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4172, RIVER ISLANDS-PHASE 2, VILLAGE 1-UNIT 1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS TO THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS TO 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 VESTING TENTATIVE MAP

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023  
BRAD R. TAYLOR, R.C.E. 92823  
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, AT \_\_\_\_\_ M \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY  
FEE \$ \_\_\_\_\_

STEVE BESTOLARDES, ASSESSOR-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA  
BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA



AUGUST 2023

## REFERENCES

- (R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)
- (R2) TRACT 4031, RIVER ISLANDS-STAGE 2A VILLAGE S3 FINAL MAP, FILED OCTOBER 14, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 189, S.J.C.R. (43 MAP 189)
- (R3) TRACT 4021, RIVER ISLANDS-STAGE 2A VILLAGE S FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 139, S.J.C.R. (43 MAP 139)
- (R4) RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS COMPLETED BY THE PROFESSIONAL LAND SURVEYOR, RECORDED JULY 19, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R5) TRACT 4030, RIVER ISLANDS-STAGE 2A VILLAGE S2 FINAL MAP, FILED MAY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 167, S.J.C.R. (43 & MAP 167)
- (R6) TRACT 3991, RIVER ISLANDS-STAGE 2A VILLAGE V FINAL MAP, FILED DECEMBER 21, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 66, S.J.C.R. (43 & MAP 66)
- (R7) TRACT 4016, RIVER ISLANDS-STAGE 2A VILLAGE W2 FINAL MAP, FILED NOVEMBER 19, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 146, S.J.C.R. (43 & MAP 146)
- (R8) TRACT 4020, RIVER ISLANDS-STAGE 2A VILLAGE X FINAL MAP, FILED DECEMBER 17, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 153, S.J.C.R. (43 & MAP 153)
- (R9) TRACT 4060, RIVER ISLANDS-STAGE 2A VILLAGE S4 FINAL MAP, FILED FEBRUARY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 161, S.J.C.R. (43 & MAP 161)
- (R10) TRACT 4111, RIVER ISLANDS-STAGE 2A VILLAGE S5 FINAL MAP, FILED DECEMBER 21, 2021, IN BOOK 44 MAPS AND PLATS, PAGE 7, S.J.C.R. (44 & MAP 7)

## 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 INTERESTS, INTERESTS LINGERING BELOW A DEPTH OF 300 FEET, PER DOCUMENT NUMBER 2020-0046177, S.J.C.R.

## CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

AS FOLLOWS:

- 1) PARCELS A, B, C AND D, FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS 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 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

## EASEMENT ABANDONMENT NOTE

- 1 ALL OF THE STEWART ROAD EASEMENT PER BOOK 199, PAGE 335, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP, IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- 2 THE NON-EXCLUSIVE PUBLIC EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045933, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 2.
- 3 THE NON-EXCLUSIVE PUBLIC EASEMENT FOR PUBLIC PURPOSES RECORDED ON SHEET 2 OF LATHROP RECORDED ON JUNE 2, 2006, AS DOCUMENT NUMBER 2006-119380, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

## LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 9 ONLY

LINE TABLE			CURVE TABLE			
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N80°54'41"E	42.43'	C1	2037.00'	259.05'	106.11'
L2	N45°48'52"E	1.89'	C2	37.00'	143°09'	9.45'
L3	N54°51'57"E	19.47'	C3	1000.00'	121.10'	23.51'
L4	N41°31'28"W	73.13'	C4	750.00'	213°01'6"	281.49'
L5	N30°28'36"W	37.87'	C5	2100.00'	102.12'	38.00'
L6	N71°06'02"W	10.34'	C6	50.00'	67°36'34"	58.85'
L7	N25°32'45"W	9.05'	C7	1095.00'	370.05'	58.63'
L8	N8°02'36"E	28.00'	C8	50.00'	46°15'55"	40.37'
L9	N10°29'59"E	8.64'	C9	980.00'	252.32'	49.43'
L10	N14°22'20"E	34.86'	C10	73.00'	52°48'00"	67.77'
L11	N40°52'38"W	19.92'	C11	87.00'	23°15'22"	35.31'
L12	N8°04'58"W	16.53'	C12	73.00'	40°37'04"	51.67'
L13	N8°05'53"W	4.14'	C13	50.00'	89°17'09"	60.46'
L14	N14°21'53"E	43.91'	C14	500.00'	0°10'15"	1.48'
L15	N14°22'20"E	37.30'	C15	200.00'	43°37'58"	15.90'
L16	N0°00'00"E	59.53'	C16	100.00'	71°7'08"	12.72'
L17	N0°00'00"E	23.32'				
L18	N31°01'23"E	19.47'				

TRACT 4172 AREA SUMMARY	
LOTS 1 THROUGH 37	5,619 AC
STREET DEDICATIONS	3,880 AC
PARCELS A THROUGH G	27,086 AC
PARCELS 1 THROUGH 3	4,086 AC
TOTAL	40,671 AC

## CITY SURVEYORS STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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



## SURVEYORS 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 AREA 2, LLC, ON MARCH 23, 2023. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS HERE, OR THAT THEY WILL BE, SUFFICIENT TO IDENTIFY THIS SURVEY TO BE RETRACED. THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED PENDING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

DYLAN GRAMFORD, P.L.S. NO. 7788



## RECITALS

- 1 RIGHT TO FARM STATEMENT  
THE CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PROTECT AND PROMOTE THE RIGHT TO FARM AND PRESERVE THE CHARACTER AND QUALITY OF THE RURAL LANDS OF THE CITY OF LATHROP. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PROTECT AND PROMOTE THE RIGHT TO FARM AND PRESERVE THE CHARACTER AND QUALITY OF THE RURAL LANDS OF THE CITY OF LATHROP. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PROTECT AND PROMOTE THE RIGHT TO FARM AND PRESERVE THE CHARACTER AND QUALITY OF THE RURAL LANDS OF THE CITY OF LATHROP. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PROTECT AND PROMOTE THE RIGHT TO FARM AND PRESERVE THE CHARACTER AND QUALITY OF THE RURAL LANDS OF THE CITY OF LATHROP. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PROTECT AND PROMOTE THE RIGHT TO FARM AND PRESERVE THE CHARACTER AND QUALITY OF THE RURAL LANDS OF THE CITY OF LATHROP.
- 2
- 3

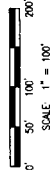
- 4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 174022886-L4 (VERSION 9), DATED AUGUST 17, 2023, PROVIDED BY OLD REPUBLIC TITLE COMPANY



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023

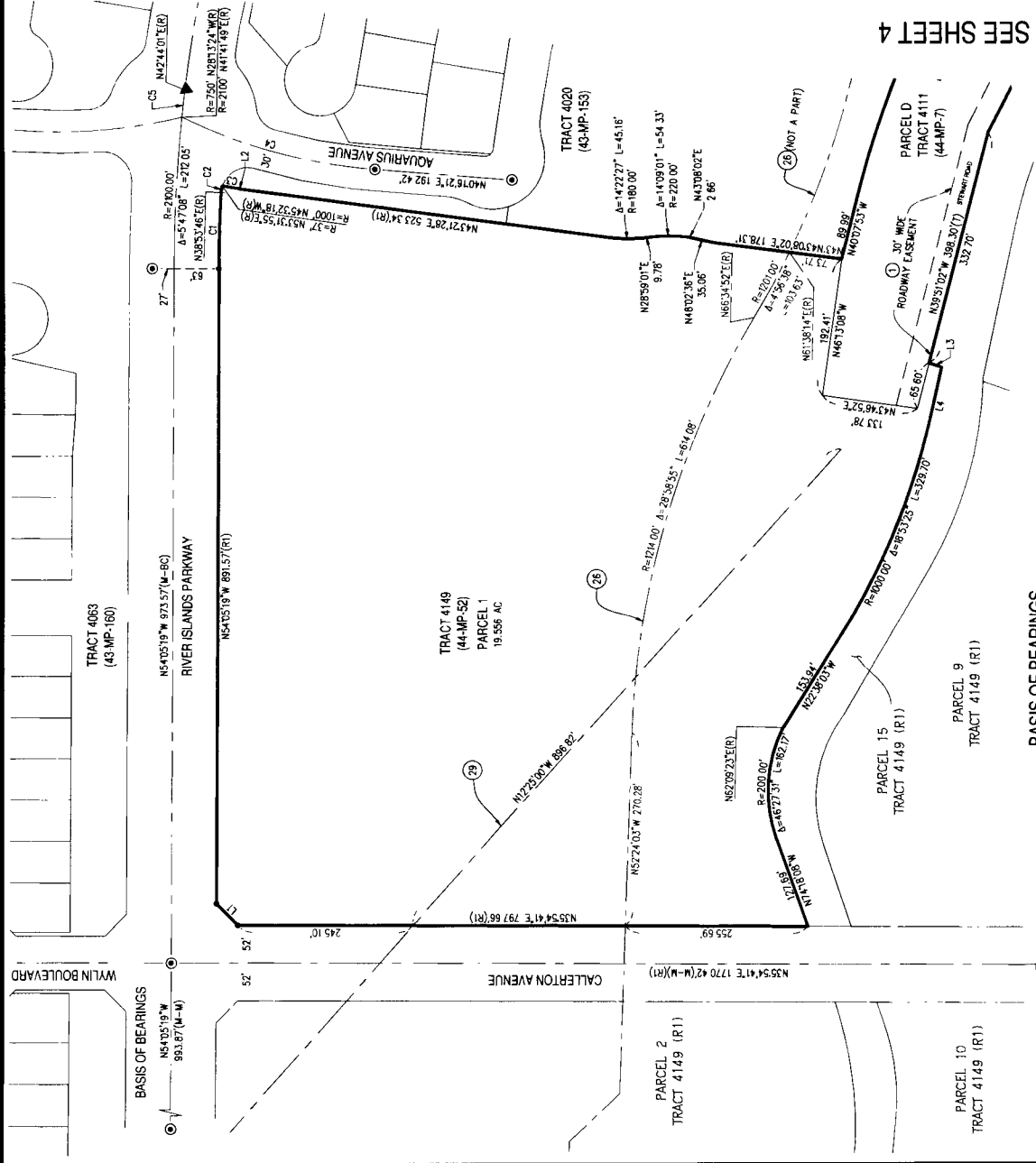


## LEGEND

- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 2000.00' (R1)
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO MONUMENT
- MONUMENT TO BEGINNING OF CURVE
- MONUMENT TO BOUNDARY
- RADIAL BEARING
- TOTAL
- (R)
- (T)
- (B)
- BOUNDARY
- DOCUMENT NUMBER
- DN
- P.U.E
- W.E
- LINE, CURVE, RADIAL LINE
- LI/CI/RI
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 2

## EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 159 O.R. 335, S.J.C.R. (TO BE ABANDONED)
- ② P.C.-E. POLE LINE EASEMENT (NO WIDTH OVER) PER 326 OR 293
- ③ 15' WIDE RECLAIMED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DN 2006-119380 (TO BE ABANDONED)



SEE SHEET 4

## NOTES

- 1 SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES
- 2 SEE SHEET 4 FOR MONUMENTATION NOTES

## BASIS OF BEARINGS

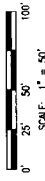
THE BEARING OF NORTH 54°05'19" WEST BETWEEN FOUND MONUMENTS ALONG RIVER ISLANDS PARKWAY AS SHOWN ON TRACT 4032, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES

HARBOR VIEW AVENUE

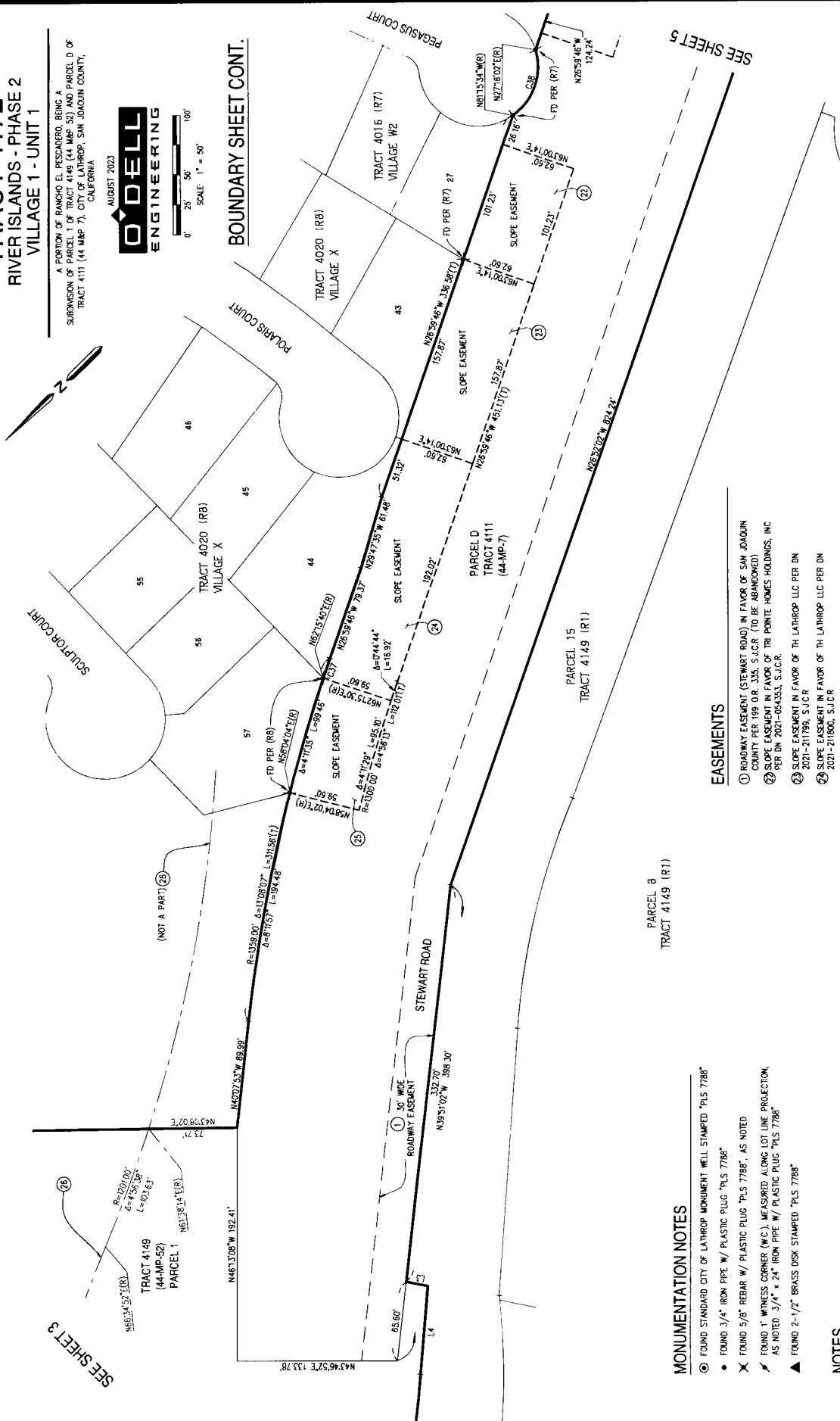
# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCARERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MP-52) AND PARCEL D OF  
TRACT 4111 (44 MP-7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



## BOUNDARY SHEET CONT.



### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF THE PONTE HOMES HOLDINGS, INC. PER DN 2021-060553, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF THE LATHROP LLC PER DN 2021-211799, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF THE LATHROP LLC PER DN 2021-211800, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF THE LATHROP LLC PER DN 2021-211801, S.J.C.R.
- ⑥ 15' WIDE RECLAIMED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DN 2006-119380

### MONUMENTATION NOTES

- ① FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ▲ FOUND 1" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### NOTES

- 1 SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



## BOUNDARY SHEET CONT.

### MONUMENTATION NOTES

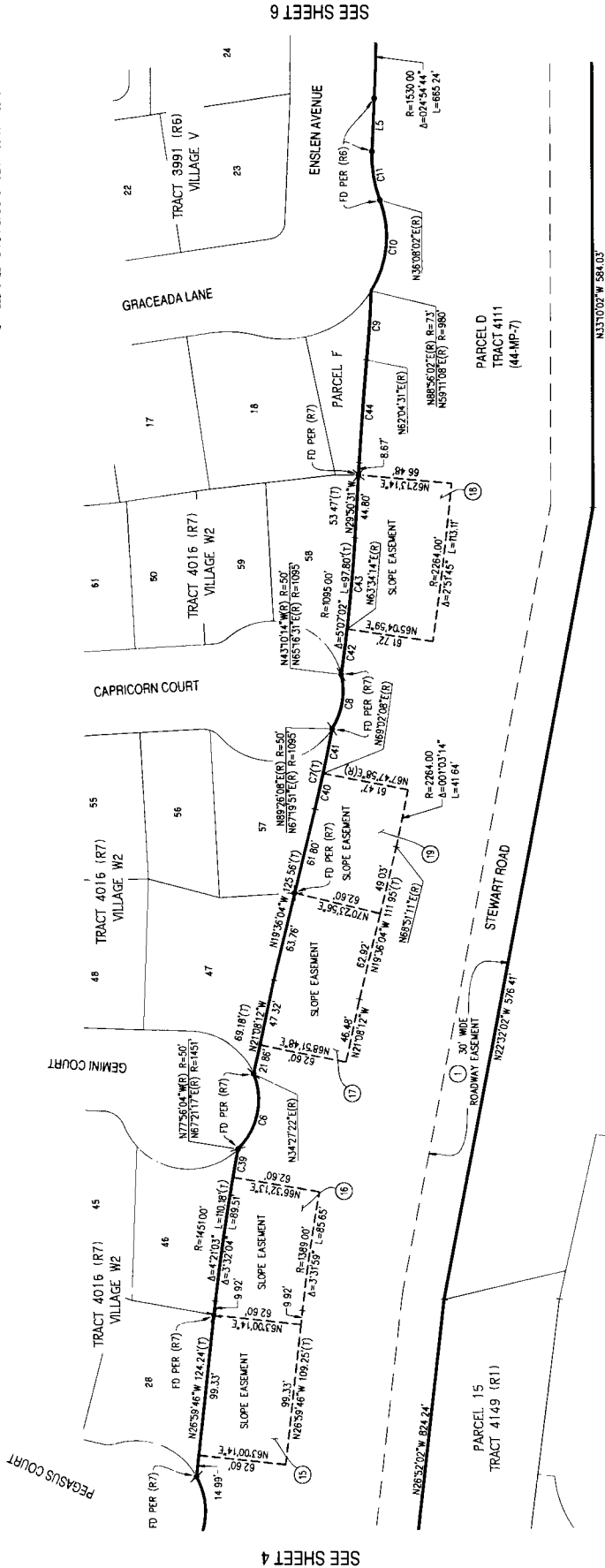
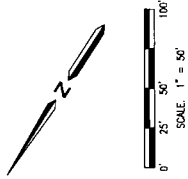
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- FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PRODUCTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 0.R. 333, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF TRI POINTE HOMES HOLDINGS, INC. PER DN 2021-054354, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF TRI POINTE HOMES HOLDINGS, INC. PER DN 2021-054355, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF TRI POINTE HOMES HOLDINGS, INC. PER DN 2021-054356, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF TRI POINTE HOMES HOLDINGS, INC. PER DN 2021-04830, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF TRI POINTE HOMES HOLDINGS, INC. PER DN 2021-04831, S.J.C.R.

### NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND



SEE SHEET 4

SEE SHEET 6



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

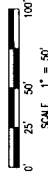
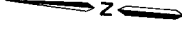
AUGUST 2023



## BOUNDARY SHEET CONT.

### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ♣ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

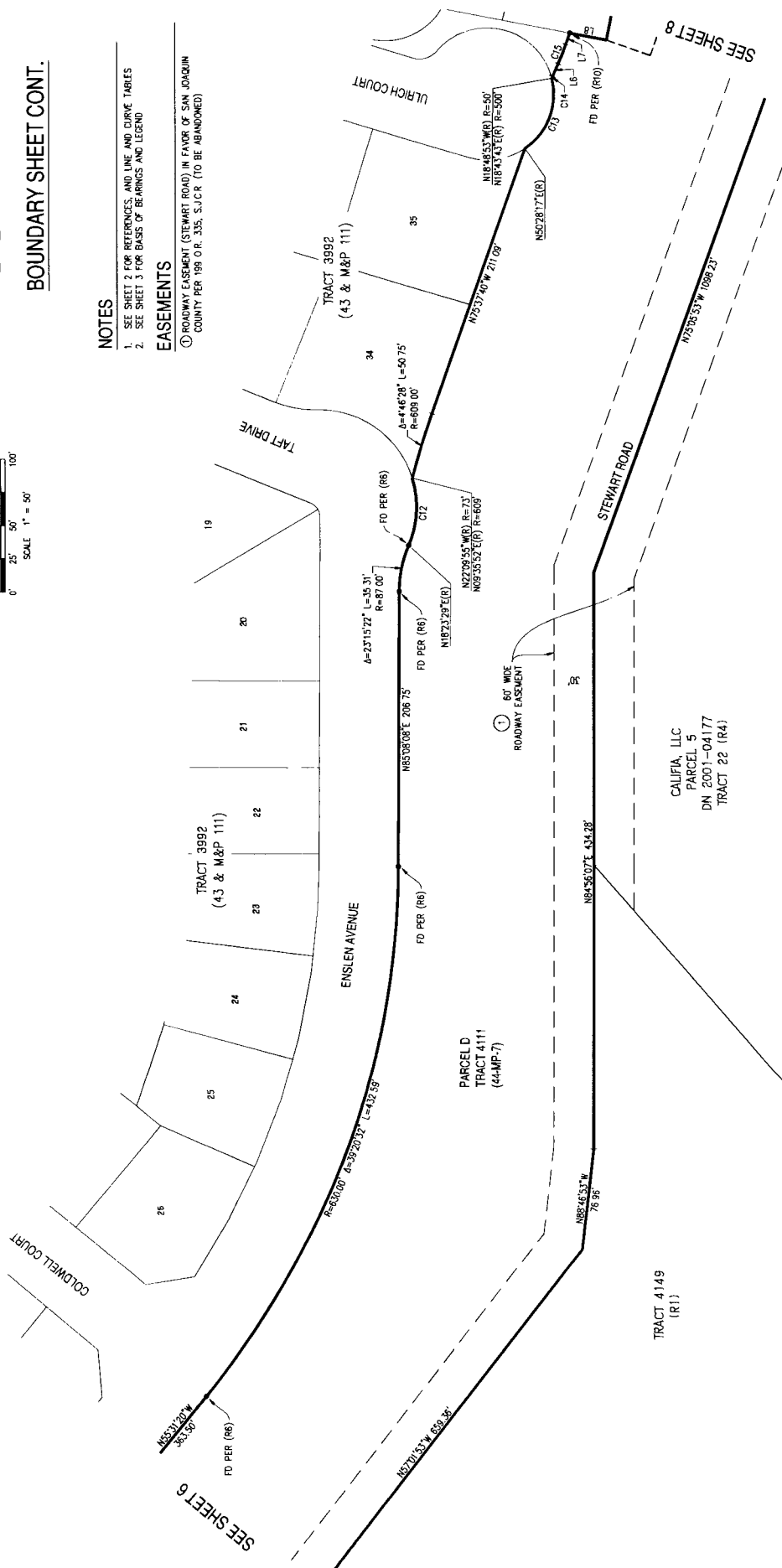


### NOTES

1. SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

### EASEMENTS

- ① ROWWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 198 O.R. 335, S.J.C.R. (10 BE ABANDONED)



TRACT 4149  
(R1)

CALIFA, LLC  
PARCEL 5  
DN 2001-04177  
TRACT 22 (R4)

SEE SHEET 8

SEE SHEET 6

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

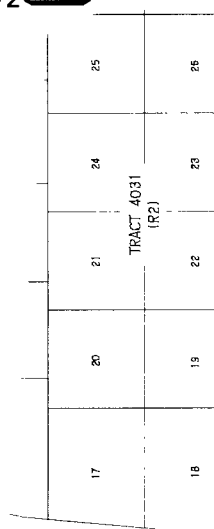
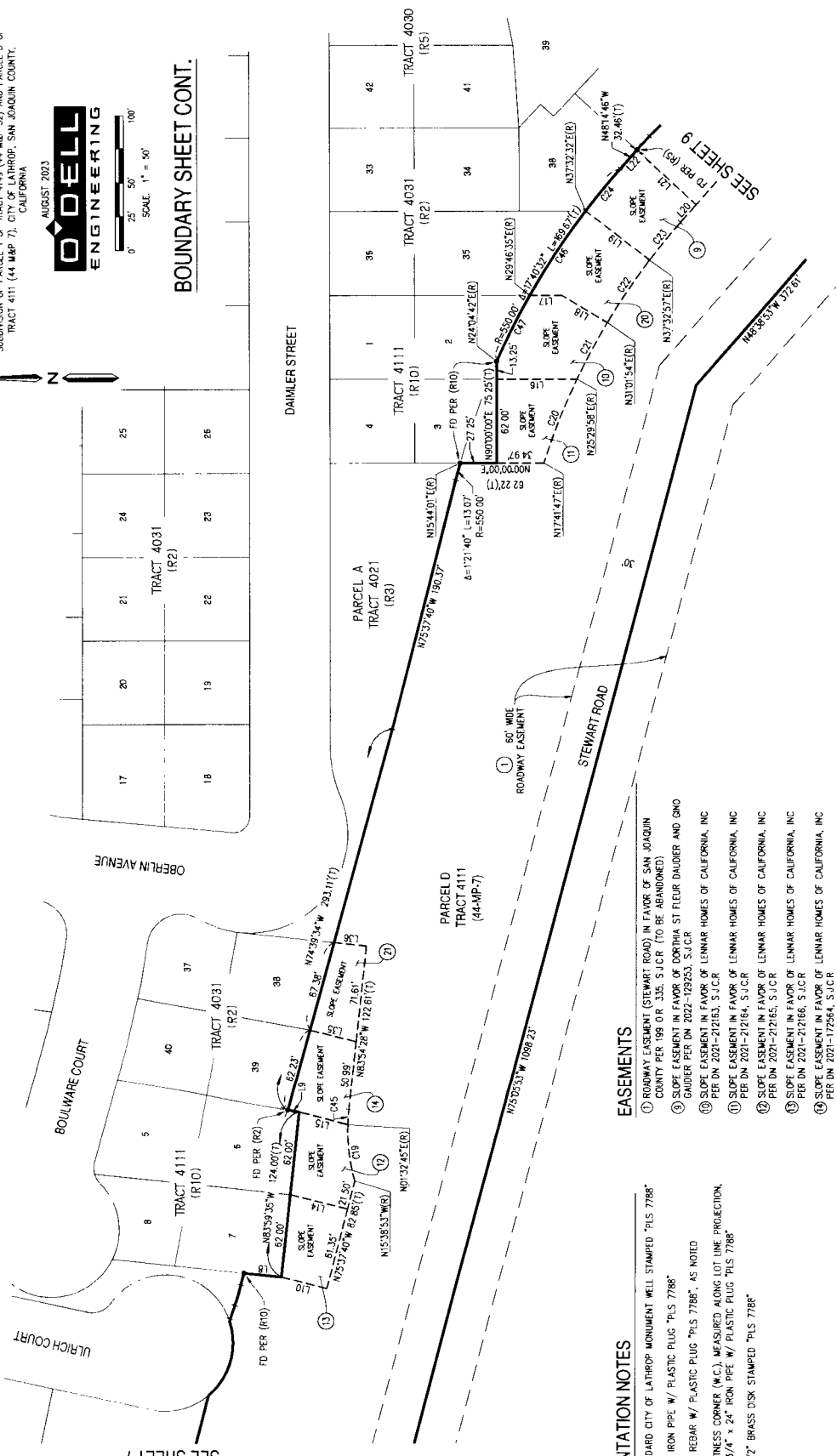
A PORTION OF RANCHO EL ESCOBAR, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA



AUGUST 2023



## BOUNDARY SHEET CONT.



### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ▲ FOUND 1" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 335, S.I.C.R. (TO BE ADJUSTED)
- ② SLOPE EASEMENT IN FAVOR OF DORRITHA ST FLEUR DAUDIER AND GHO GAUDIER PER DN 2022-129253, S.I.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212153, S.I.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212184, S.I.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212185, S.I.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212166, S.I.C.R.
- ⑦ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-1172584, S.I.C.R.
- ⑧ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-172582, S.I.C.R.
- ⑨ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-172563, S.I.C.R.

### NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023

## BOUNDARY SHEET CONT.

### NOTES

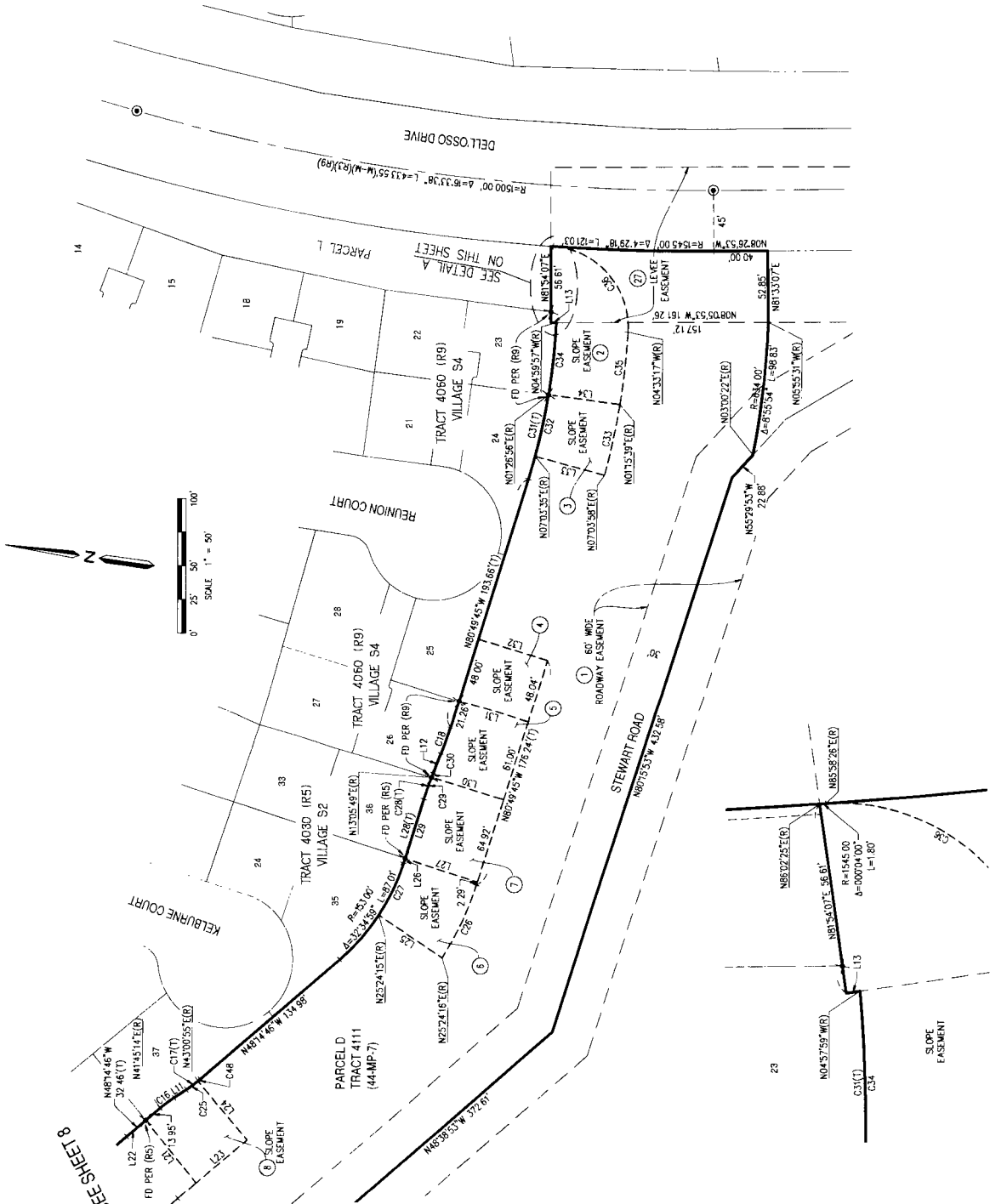
- SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ⚡ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 335, S.J.C.R. (TO BE ABANDONED)
- SLOPE EASEMENT IN FAVOR OF CAROLYN CAOAGAN HARR, KENNETH CHRISTIAN CAOAGAN HARR, AND CHERYL BELGICA DEL ROSARIO PER DN 2021-204626, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF RAM SHANKAR SIDDAMSETTY AND SRI GETHA SIDDAMSETTY PER DN 2021-193441, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF THAI THONG DINH AND DUNG DO THUY PHAM PER DN 2022-007538, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF ANGELA J LEE AND MARK PHILIP DE JESUS PER DN 2022-006121, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF HEATH ALLAN BLAND AND NOVA DIANNE BLAND PER DN 2022-108862, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF VENKATA HARRKRISHNA AND SRAVANI NALLAMALI PER DN 2022-101541, S.J.C.R.
- SLOPE EASEMENT IN FAVOR OF LEMAR HOMES OF CALIFORNIA, INC PER DN 2021-141544, S.J.C.R.
- LEVEL EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2662 PER DN 2016-044287



DETAIL A  
FROM THIS SHEET

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



## NOTES

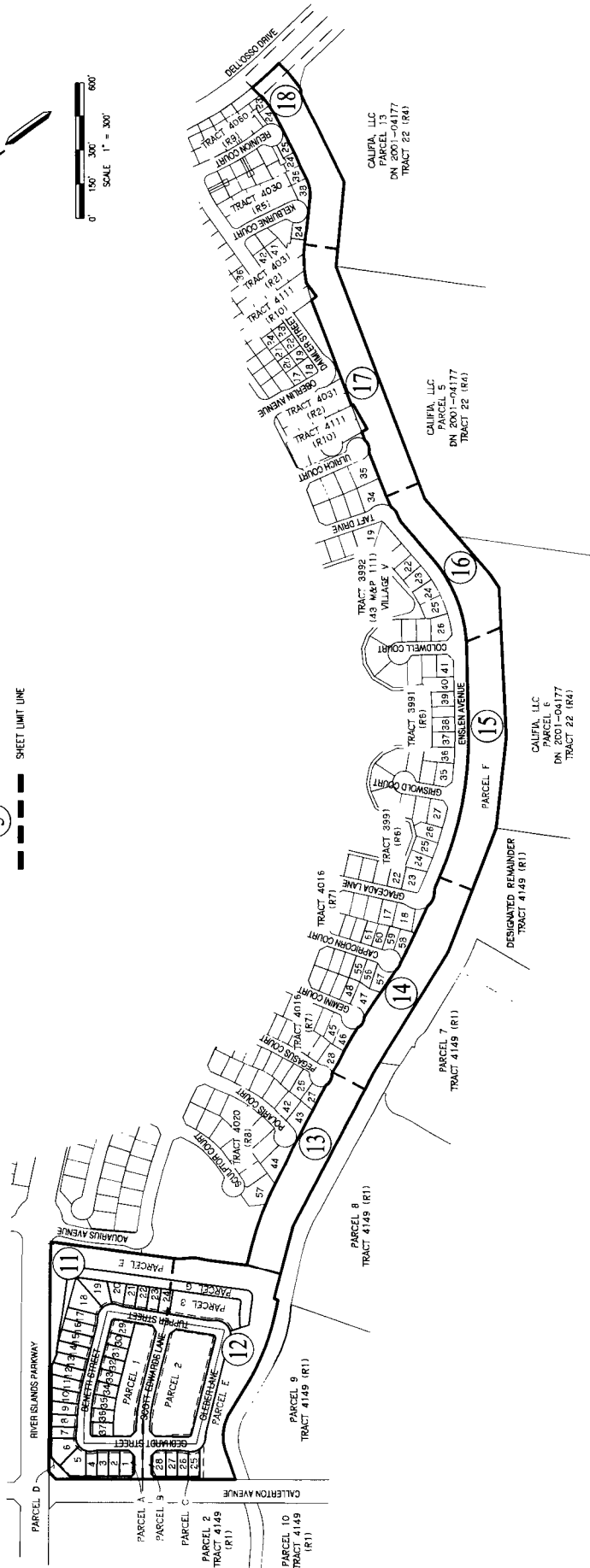
1. SEE SHEET 2 FOR EASEMENT NOTES, AND REFERENCES.
2. NOTES SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION
3. SEE SHEET 19 FOR LINE AND CURVE TABLES.

## SHEET INDEX



## LEGEND

- BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE





# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52), AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA



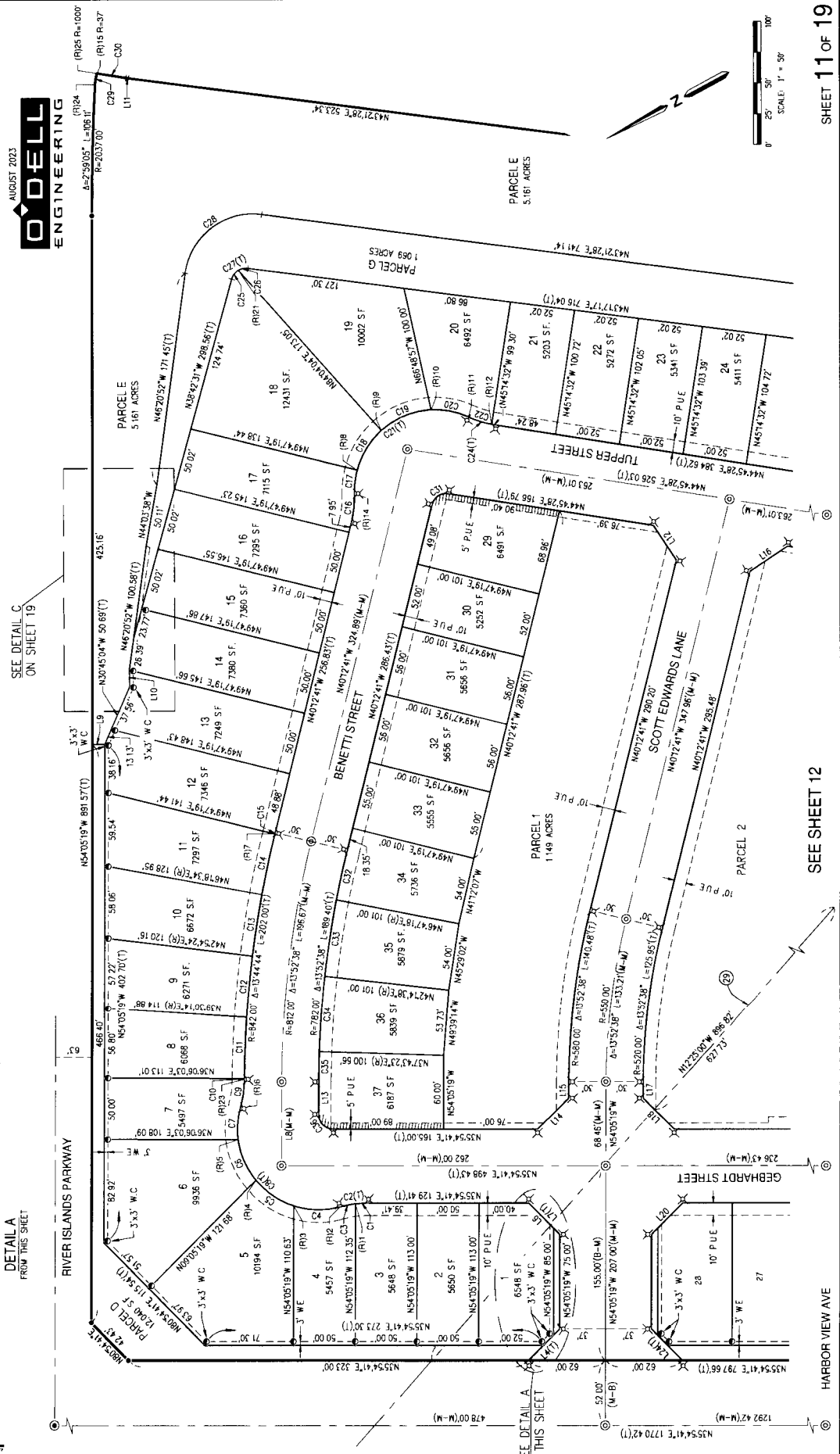
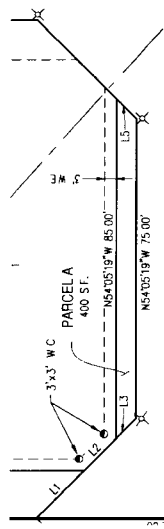
AUGUST 2023

### NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
- SEE SHEET 13 FOR MONUMENTATION NOTES
- SEE SHEET 19 FOR LINE AND CURVE TABLES

### EASEMENTS

- 3' P.C. & E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293

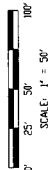
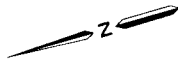


# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF PARCELS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND PARCEL 20 OF  
SUBDIVISION OF PARCELS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND PARCEL 20 OF  
TRACT 4171 (44 MAP 7), CITY OF LAHORE, SAN JOAQUIN COUNTY,  
CALIFORNIA



AUGUST 2023



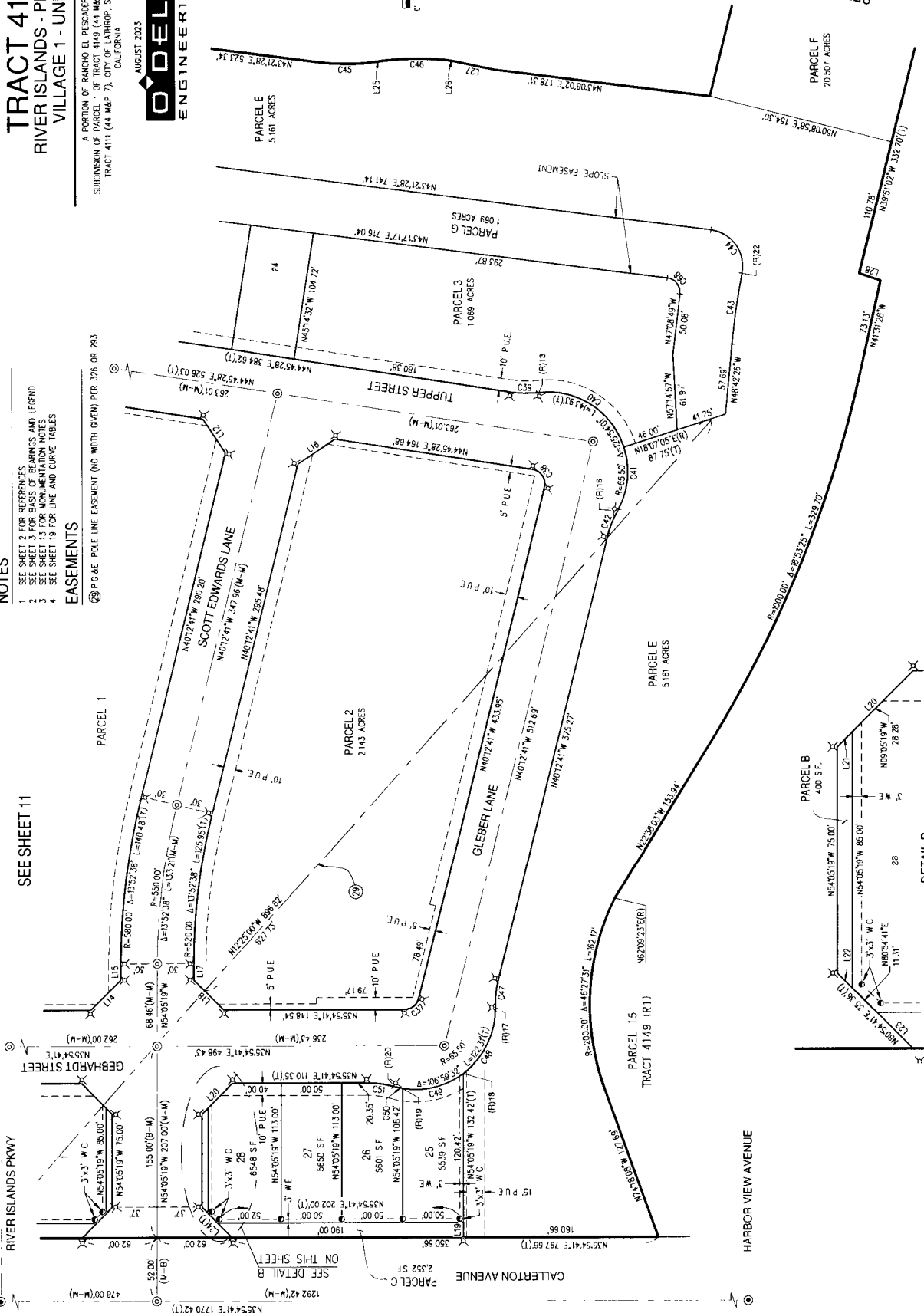
## NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 13 FOR MONUMENTATION NOTES.
4. SEE SHEET 19 FOR LINE AND CURVE TABLES.

## EASEMENTS

- Ⓢ P.O.A.E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 283

SEE SHEET 11



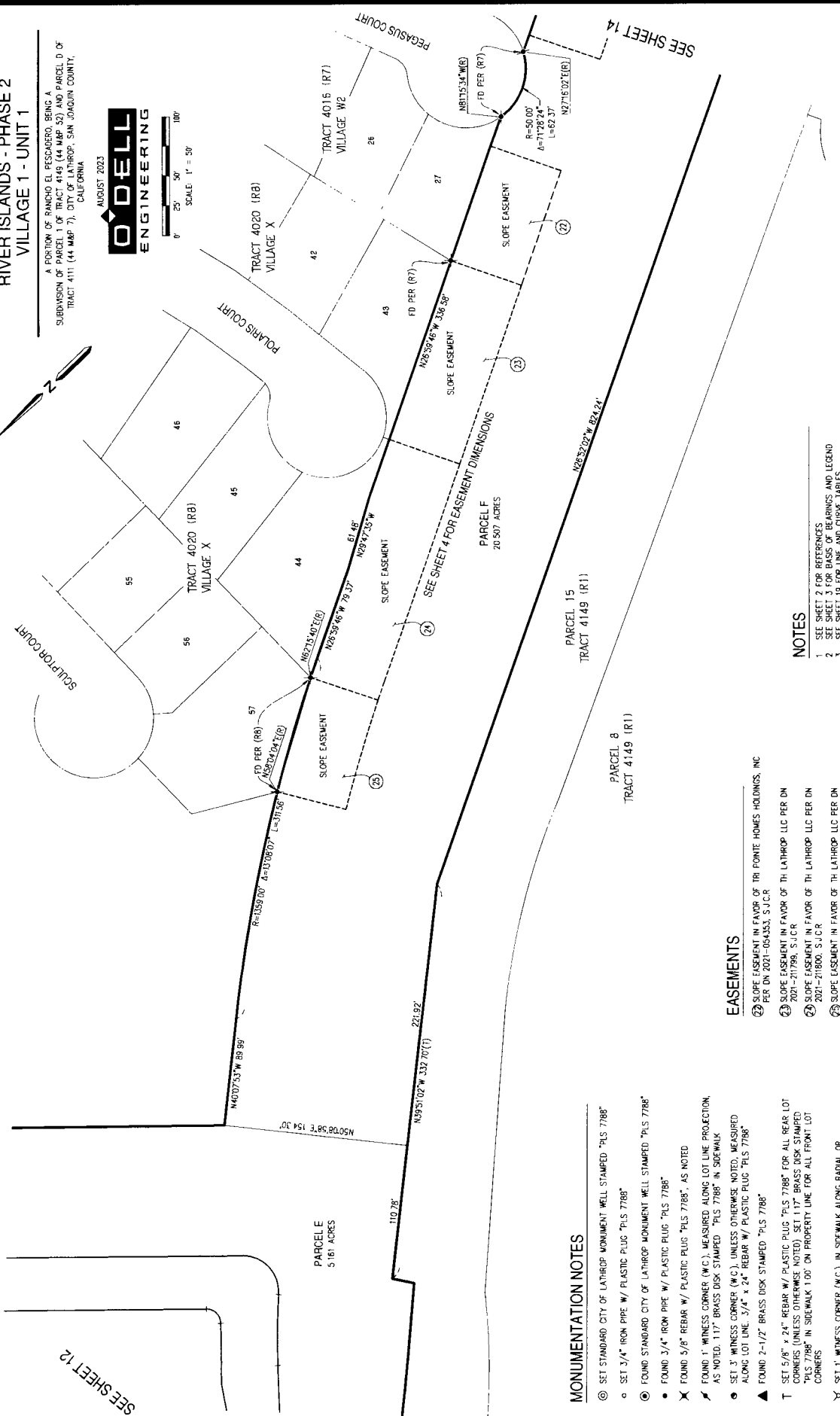
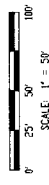
SEE SHEET 13

SHEET 12 OF 19

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✕ FOUND 1" WITNESS CORNER (WC), MEASURED ALONG LOT LINE PROJECTION, AS NOTED. 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (WC), UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE. 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (WC), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1 1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ② SLOPE EASEMENT IN FAVOR OF TRI FONTE HOMES HOLDINGS, INC PER DN 2021-084353, S.J.C.R
- ③ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-217399, S.J.C.R
- ④ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-218000, S.J.C.R
- ⑤ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-218001, S.J.C.R

### NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 19 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 4 FOR SLOPE EASEMENT DIMENSIONS

SHEET 13 of 19

**MONUMENTATION NOTES**

- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✎ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

**NOTES**

1. SEE SHEET 2 FOR 2 REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES
4. SEE SHEET 7 FOR SLOPE EASEMENT DIMENSIONS

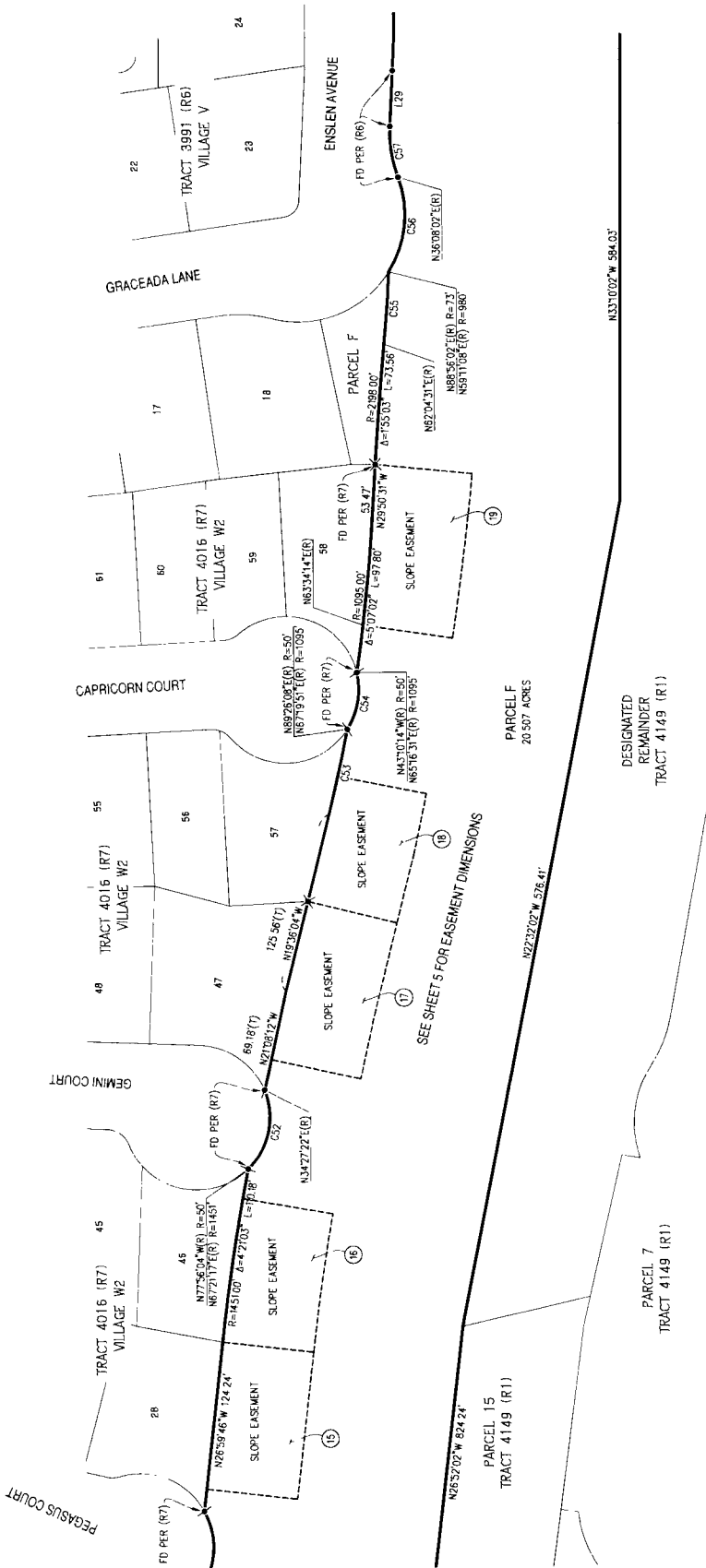
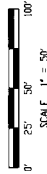
**EASEMENTS**

- ⑮ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-054354, S J CR
- ⑯ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-054355, S J CR
- ⑰ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-054356, S J CR
- ⑱ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-104630, S J CR
- ⑲ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-104631, S J CR

**TRACT 4172  
RIVER ISLANDS - PHASE 2  
VILLAGE 1 - UNIT 1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

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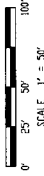
SEE SHEET 15

SEE SHEET 13

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023

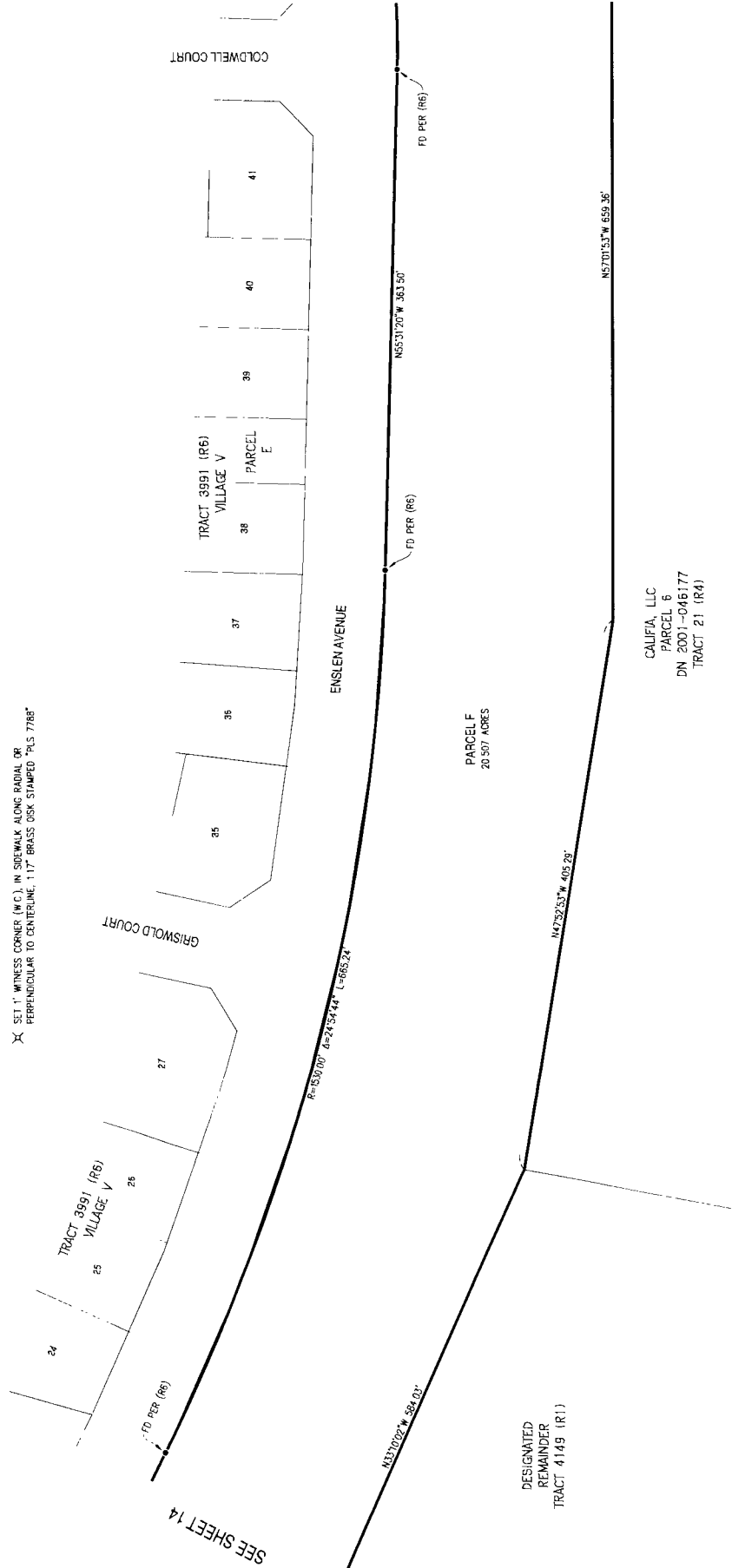


## MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✓ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 117" BRASS DISK STAMPED "PLS 7788"

## NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BEARINGS AND LEGEND.
3. SEE SHEET 19 FOR LINE AND CURVE TABLES.



**EASEMENTS**

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR. 335, S.J.C.R. (TO BE ABANDONED)

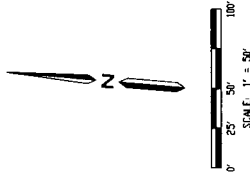
**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✕ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED. 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2"-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

**TRACT 4172  
RIVER ISLANDS - PHASE 2  
VILLAGE 1 - UNIT 1**

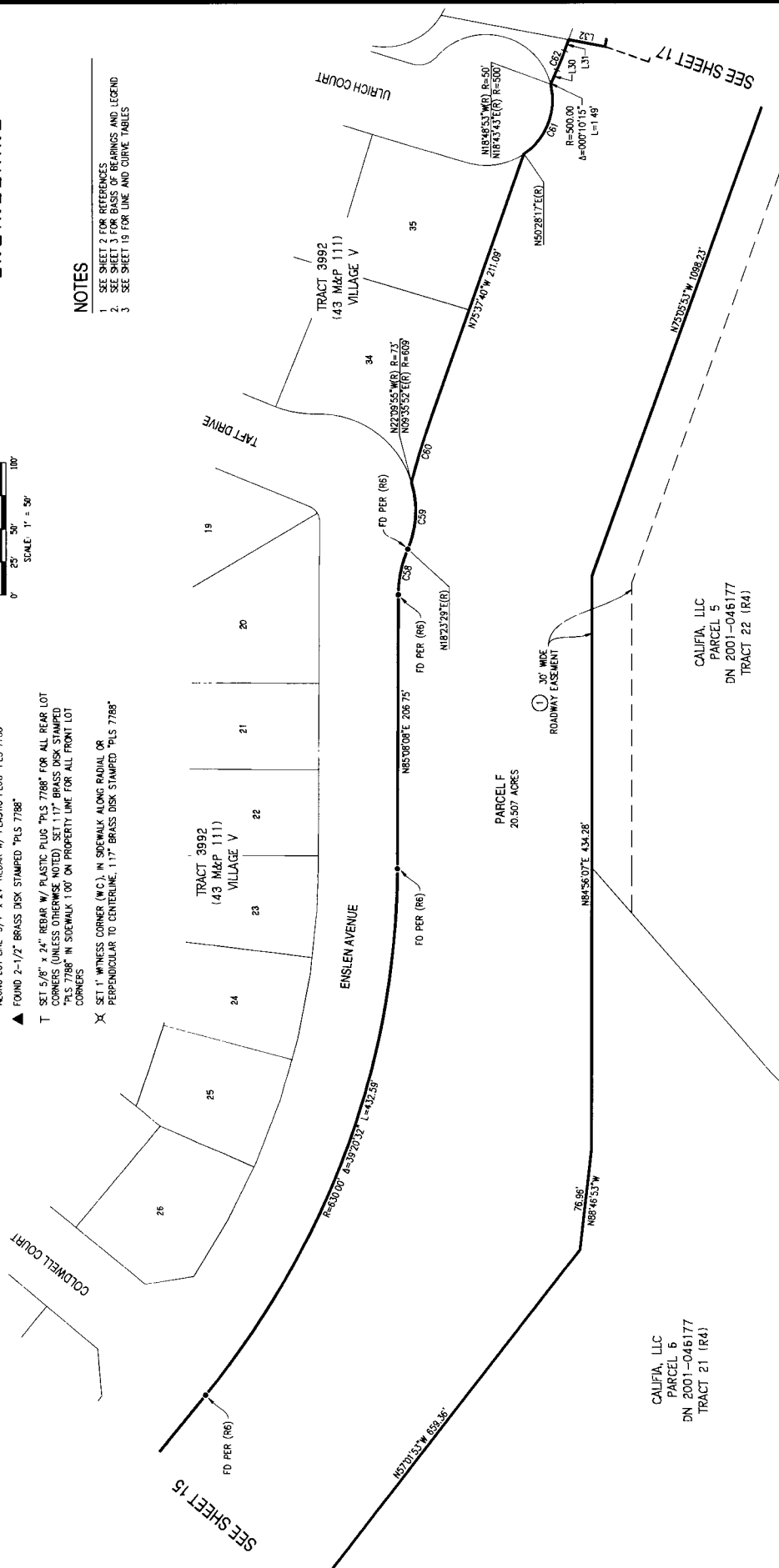
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



**NOTES**

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES

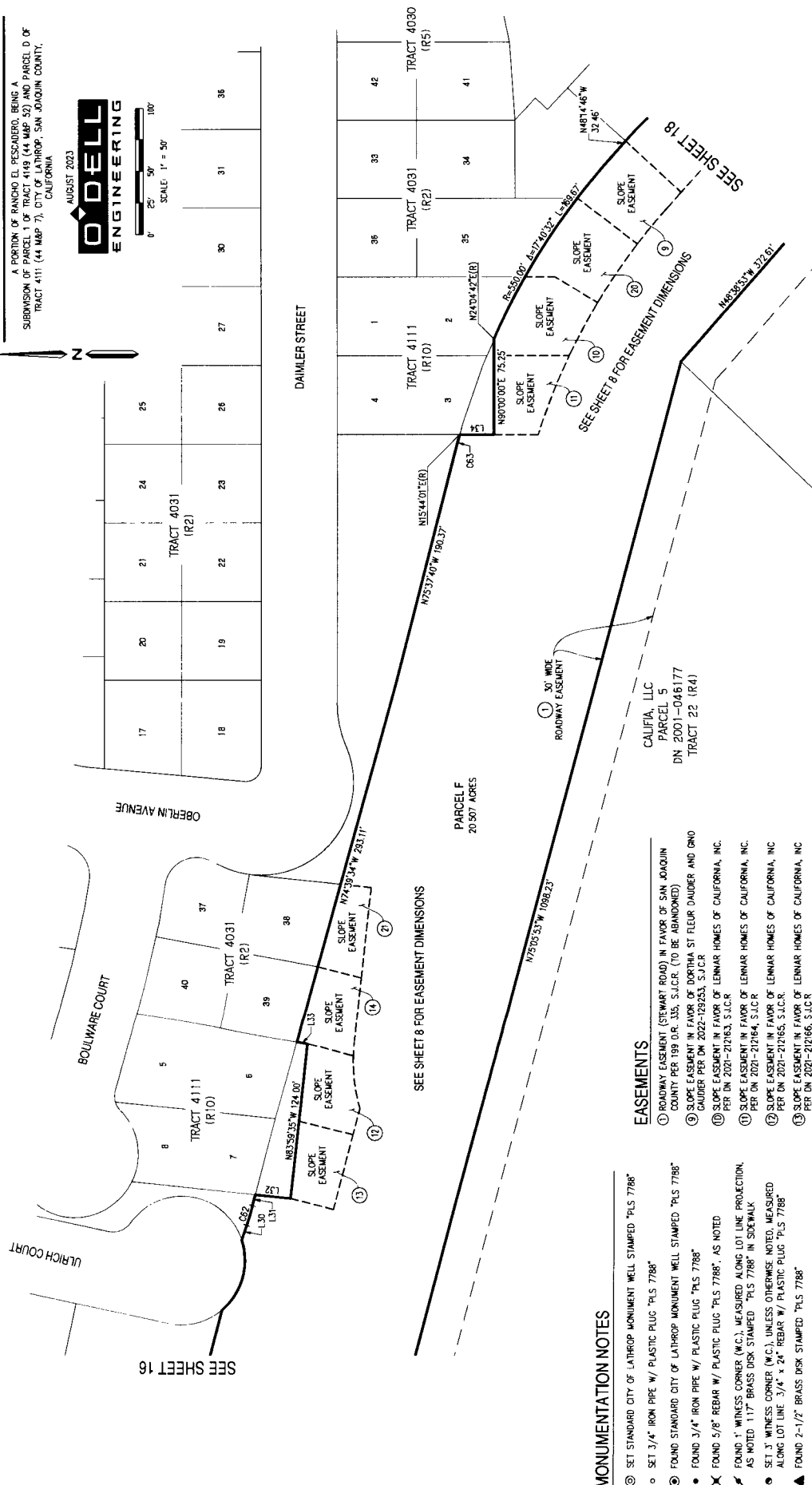
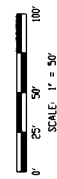


# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4169 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023



- ### NOTES
- SEE SHEET 2 FOR REFERENCES
  - SEE SHEET 16 FOR MONUMENTS AND LEGEND
  - SEE SHEET 18 FOR LINE AND CORNER TABLES
  - SEE SHEET 8 FOR SLOPE EASEMENT DIMENSIONS

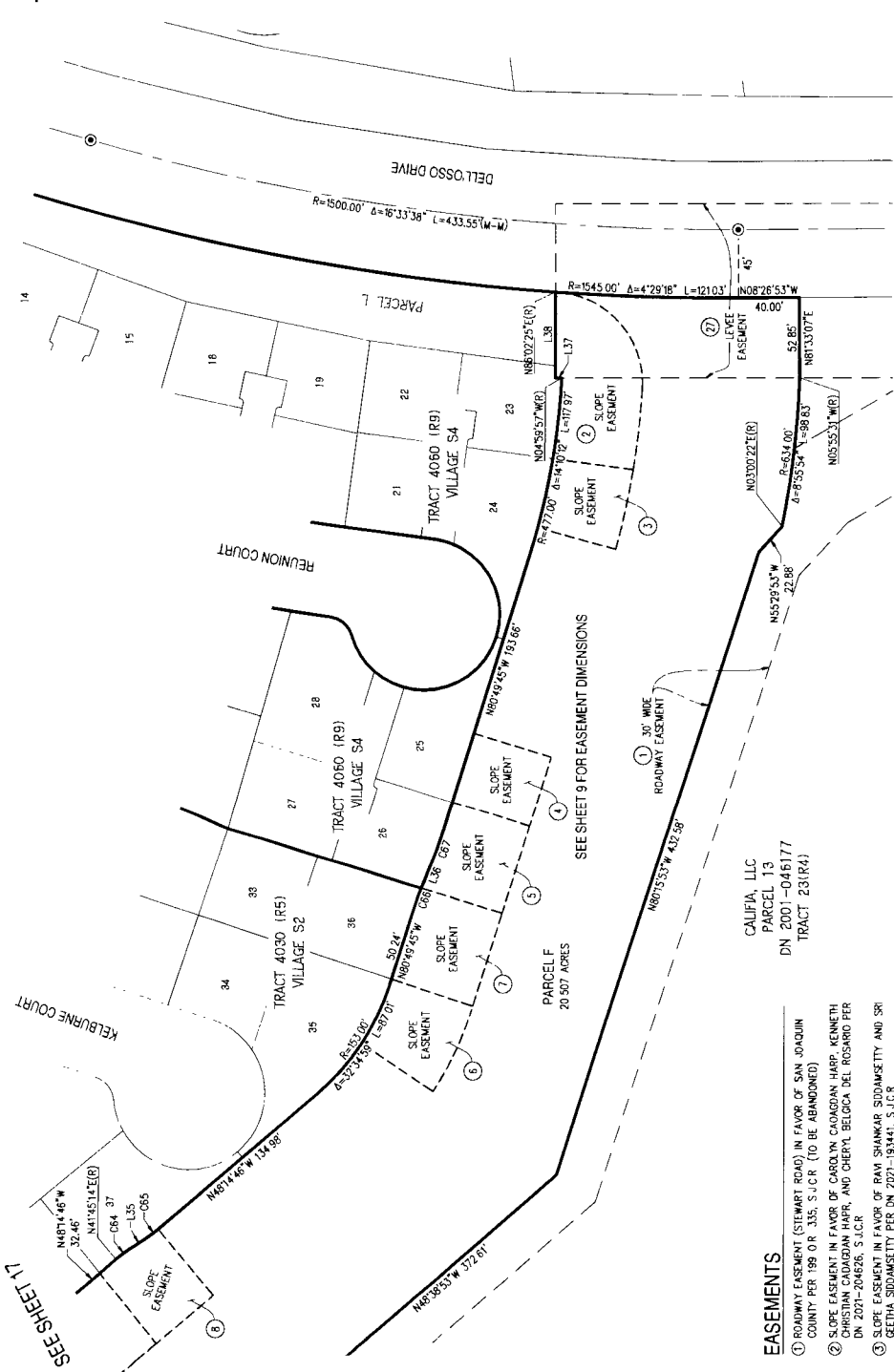
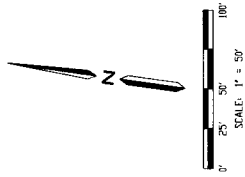
- ### EASEMENTS
- ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 O.R. 335, S.J.C.R. (TO BE ABANDONED)
  - SLOPE EASEMENT IN FAVOR OF DORITHA ST FLEUR DAUDER AND GNO CAUDIER PER DN 2022-129253, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-212163, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-212164, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-212165, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-212166, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-172564, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-172562, S.J.C.R.
  - SLOPE EASEMENT IN FAVOR OF LEMMAR HOMES OF CALIFORNIA, INC. PER DN 2021-172563, S.J.C.R.

- ### MONUMENTATION NOTES
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
  - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
  - FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
  - FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
  - FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
  - FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
  - SET 1.17" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
  - FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
  - SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED), SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
  - SET 1" WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL, OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4169 (44 MAP 52) AND PARCEL D OF  
TRACT 4171 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



### NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES
4. SEE SHEET 9 FOR SLOPE EASEMENT DIMENSIONS

### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✎ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 117' BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED), SET 117' BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RURAL OR PERPENDICULAR TO CENTERLINE, 117' BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 135, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF CAROLYN CAUGHRAN HARR KENNETH CHRISTIAN CADAMIAN HARR, AND CHERYL BELOCA DEL ROSARIO PER DN 2021-204626, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF BAN SHANKAR SUDAMSETTY AND SRI GEETHA SUDAMSETTY PER DN 2021-193441, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF THAI THONG DINH AND DUNG DO THUY PHAM PER DN 2022-007358, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF ANGELA J LEE AND MARK PHILIP DE JESUS PER DN 2022-006721, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF HEATH ALLAN BLAND AND NOVA DIANE BLAND PER DN 2022-105862, S.J.C.R.
- ⑦ SLOPE EASEMENT IN FAVOR OF VENKATA HARRIKRISHNA AND SRIVANI HALLAMALLI PER DN 2022-101541, S.J.C.R.
- ⑧ SLOPE EASEMENT IN FAVOR OF LENMAR HOMES OF CALIFORNIA, INC PER DN 2021-141544, S.J.C.R.
- ⑨ LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DN 2016-044287

CALIFORNIA, LLC  
PARCEL 13  
DN 2001-046177  
TRACT 231R(4)

SEE SHEET 9 FOR EASEMENT DIMENSIONS

SEE SHEET 17



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CLAY COUNTY,  
CALIFORNIA

AUGUST 2023



## NOTES

- SEE SHEET 2 FOR EASEMENT NOTES AND REFERENCES
- SEE SHEET 1 FOR LIST OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 11 THROUGH 18 ONLY

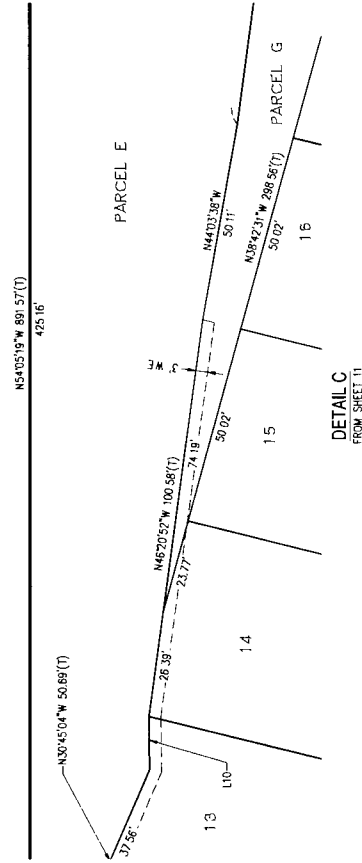
LINE #	DIRECTION	LENGTH
L1	N69°05'19"W	16.97
L2	N69°05'19"W	11.31
L3	N69°05'19"W	7.07
L4	N69°05'19"W	35.36
L5	N69°05'19"W	7.07
L6	N80°54'41"E	28.28
L7	N80°54'41"E	35.36
L8	N54°05'19"W	88.46
L9	N54°56'12"W	10.00
L10	N54°56'12"W	13.39
L11	N45°48'52"E	1.89
L12	N87°43'37"W	33.77
L13	N64°05'19"W	26.46
L14	N69°05'19"W	35.36
L15	N64°05'19"W	13.46
L16	N2°16'23"E	36.87
L17	N64°05'19"W	13.46
L18	N80°54'41"E	35.36
L19	N64°05'19"W	12.00
L20	N69°05'19"W	35.36
L21	N69°05'19"W	7.07
L22	N80°54'41"E	7.07
L23	N80°54'41"E	16.97
L24	N80°54'41"E	35.36
L25	N28°59'01"E	9.78
L26	N43°08'02"E	2.66
L27	N49°02'30"E	35.06
L28	N64°51'57"E	18.47
L29	N30°36'36"W	37.87
L30	N71°06'02"W	10.34
L31	N75°57'40"W	9.05
L32	N6°02'38"E	28.00
L33	N10°23'50"E	8.64
L34	N0°00'00"E	27.25
L35	N40°57'38"W	10.92
L36	N76°04'58"W	15.53
L37	N89°05'53"W	4.14
L38	N81°54'07"E	56.61

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	87.00	6.9271
C2	87.00	15.2605
C3	87.00	8.2644
C4	65.50	33.7249
C5	65.50	32.3914
C6	65.50	31.5405
C7	65.50	23.0615
C8	65.50	12.9522
C9	87.00	15.9823
C10	842.00	0.0328
C11	842.00	3.2410
C12	842.00	3.2410
C13	842.00	3.2410
C14	842.00	3.2410
C15	87.00	0.0434
C16	87.00	15.2605
C17	65.50	16.4247
C18	65.50	33.7249
C19	65.50	39.0530
C20	65.50	27.0159
C21	65.50	115.3018
C22	87.00	12.5739
C23	87.00	2.2826
C24	87.00	15.2605
C25	12.00	4.3136
C26	12.00	3.8179
C27	12.00	8.15948
C28	55.00	8.9422
C29	37.00	14.3808
C30	1000.00	1.2110
C31	12.00	64.5806
C32	12.00	3.0002
C33	782.00	4.3240
C34	782.00	4.3115
C35	782.00	1.4842
C36	12.00	90.0000
C37	12.00	76.0722

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C38	12.00	95.0152	19.90
C39	87.00	15.2605	23.44
C40	65.50	76.4743	90.08
C41	65.50	47.0619	53.85
C42	87.00	15.2605	23.44
C43	570.00	5.5531	58.95
C44	30.00	93.5136	49.15
C45	180.00	14.2227	45.16
C46	220.00	14.0901	54.33
C47	87.00	15.2605	23.44
C48	65.50	54.5647	62.81
C49	65.50	46.1324	52.84
C50	65.50	5.9421	6.66
C51	87.00	15.2605	23.44
C52	50.00	67.2634	58.65
C53	105.00	3.0405	58.63
C54	50.00	46.1555	40.37
C55	980.00	2.5323	49.43
C56	71.00	52.4800	67.27
C57	87.00	23.1522	35.31
C58	87.00	23.1522	35.31
C59	71.00	40.3324	51.67
C60	609.00	4.4628	50.75
C61	50.00	68.7709	60.46
C62	200.00	4.3138	15.80
C63	550.00	1.2140	13.07
C64	100.00	7.1708	12.72
C65	100.00	7.1708	12.72
C66	250.00	4.4447	20.71
C67	250.00	4.4447	20.71
C68	12.00	88.3354	16.76

RADIAL BEARINGS	
LINE #	DIRECTION
RI1	N61°04'40"W
RI2	N69°31'24"W
RI3	N68°16'35"W
RI4	N37°32'17"W
RI5	N28°14'43"E
RI6	N51°20'58"E
RI7	N49°42'45"E
RI8	N51°04'01"E
RI9	N84°04'04"E
RI10	N56°50'28"W
RI11	N29°48'27"W
RI12	N42°46'07"W
RI13	N60°40'37"W
RI14	N34°21'14"E
RI15	N53°31'56"E
RI16	N65°13'24"E
RI17	N34°21'14"E
RI18	N88°18'02"E
RI19	N44°28'35"W
RI20	N38°39'14"W
RI21	N65°00'34"W
RI22	N47°13'05"E
RI23	N38°00'35"E
RI24	N38°53'46"E
RI25	N45°32'18"W

## RIVER ISLANDS PARKWAY



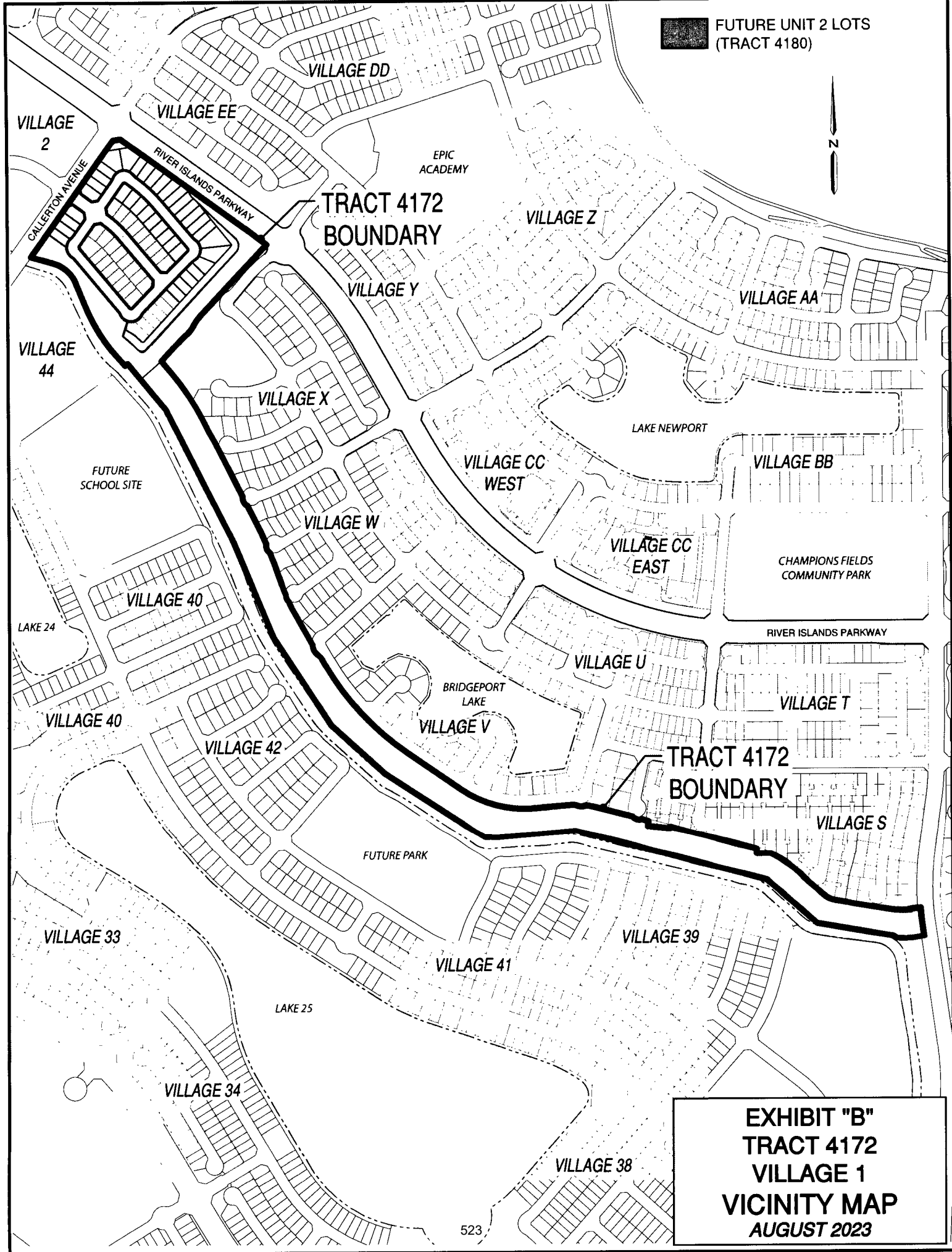
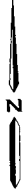
Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage  
2A, LLC  
Tract 4172 West Village - Village 1

**EXHIBIT "B"**

**TRACT 4172 WEST VILLAGE - VILLAGE 1 AREA**



FUTURE UNIT 2 LOTS  
(TRACT 4180)



TRACT 4172  
BOUNDARY

TRACT 4172  
BOUNDARY

**EXHIBIT "B"**  
**TRACT 4172**  
**VILLAGE 1**  
**VICINITY MAP**  
**AUGUST 2023**

## **EXHIBIT "C"**

### **CITY INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2023

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).

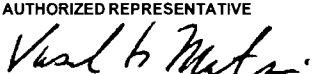
<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071  License#: 0C36861 RIVEISL-01	<b>CONTACT NAME:</b> Nicolas DiGerolamo <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Nicolas.DiGerolamo@Alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Specialty Insurance Co. <b>NAIC #</b> 12537 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**                      **CERTIFICATE NUMBER: 568441346**                      **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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 type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: - FM 4172 Village 1: River Islands Development Area 2, LLC  
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.  
30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  City of Lathrop, its officers, employees and agents 390 Towne Centre Drive Lathrop CA 95330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

**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**

<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
Per schedule on file with the company	30

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

**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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	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.

**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.

<b>Name Of Person(s) Or Organization(s)</b>
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.



Subdivision Improvement Agreement (River Islands Development Area 2, LLC and River Islands Stage  
2A, LLC  
Tract 4172 West Village - Village 1

**EXHIBIT "D"**

**UNFINISHED IMPROVEMENT COST ESTIMATE**

**AND WEST VILLAGE - VILLAGE 1 – FULL IMPROVEMENT COST**



ENGINEER'S BOND ESTIMATE  
COST TO COMPLETE  
RIVER ISLANDS - PHASE 2  
DEL WEBB - VILLAGE 1  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 21, 2023  
Job No.: 25504 - 83

Item Description	Quantity	Unit	Unit Price	Amount
1 Striping & Mounments (0% Completion)	1	LS	\$ 9,100.00	\$ 9,100.00
<b>TOTAL COST TO COMPLETE</b>				<b>\$ 9,100.00</b>

Notes:

- 1) Estimate for cost to complete based on contractor's note for Del Webb - Village 1 dated 9/11/2023

DRAFT ENGINEER'S OPINION OF PROBABLE COST  
**RIVER ISLANDS - Phase 2**  
**VILLAGE 1 (68 UNITS)**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 11, 2021  
 Job No.: 25504-67

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>STREET WORK</u></b>					
1	Fine Grading	166,600	SF	\$ 0.45	\$ 74,970.00
2	4.5" AC Paving	91,800	SF	\$ 2.25	\$ 206,550.00
3	8" Aggregate Base	91,800	SF	\$ 1.20	\$ 110,160.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,050	LF	\$ 15.00	\$ 30,750.00
5	Roll Curb and Gutter <i>(with AB cushion)</i>	3,260	LF	\$ 15.00	\$ 48,900.00
6	Median Vertical Curb <i>(With AB Cushion)</i>	210	LF	\$ 18.00	\$ 3,780.00
7	Concrete Sidewalk	26,900	SF	\$ 5.00	\$ 134,500.00
8	Driveway Approach	68	EA	\$ 600.00	\$ 40,800.00
9	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
10	Survey Monuments	8	EA	\$ 300.00	\$ 2,400.00
11	Traffic Striping & Signage	2,900	LF	\$ 5.00	\$ 14,500.00
12	Dewatering <i>(budget)</i>	2,900	LF	\$ 75.00	\$ 217,500.00
Subtotal Street Work					\$ 899,810.00
<b><u>STORM DRAIN</u></b>					
13	Catch Basins <i>(type C inlet)</i>	1	EA	\$ 2,400.00	\$ 2,400.00
14	Catch Basins <i>(type I inlet over type I manhole base)</i>	21	EA	\$ 5,000.00	\$ 105,000.00
15	Catch Basins <i>(type I inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
16	15" Storm Drain Pipe	870	LF	\$ 34.00	\$ 29,580.00
17	18" Storm Drain Pipe	620	LF	\$ 46.00	\$ 28,520.00
18	24" Storm Drain Pipe	970	LF	\$ 65.00	\$ 63,050.00
19	36" Storm Drain Pipe	150	LF	\$ 80.00	\$ 12,000.00
20	Manholes <i>(type I)</i>	3	EA	\$ 3,000.00	\$ 9,000.00
21	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
22	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Storm Drain					\$ 262,550.00
<b><u>SANITARY SEWER</u></b>					
23	8" Sanitary Sewer Pipe	2,700	LF	\$ 28.00	\$ 75,600.00
24	Sewer Service	68	EA	\$ 600.00	\$ 40,800.00
25	Manholes	11	EA	\$ 4,000.00	\$ 44,000.00
26	Connect To Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 163,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<b><u>WATER SUPPLY</u></b>					
27	8" Water Line <i>(including all appurtenances)</i>	3,000	LF	\$ 32.00	\$ 96,000.00
28	Water Services	70	EA	\$ 2,000.00	\$ 140,000.00
29	Fire Hydrants	6	EA	\$ 4,000.00	\$ 24,000.00
30	Air Release Valve	2	EA	\$ 2,500.00	\$ 5,000.00
31	Resilient Gate Valve	13	EA	\$ 1,550.00	\$ 20,150.00
32	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
33	Connect To Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 297,150.00
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 1,623,000.00</b>
<b>COST PER LOT</b>					<b>\$ 23,500.00</b>

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, dry utilities, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

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

**ATTACHMENT  
" D "**

September 11, 2023

**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 4172; Escrow No. 1214022980**

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 2, LLC, a Delaware limited liability company ("**RIDA2**") 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 RIDA2 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 29, 2023, at the time designated in writing by RIDA2, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2024, ORTC will return the Final Map to the City.

**B. Documents to be Delivered and Recordation Documents**

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA2 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4172, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 2 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA2).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA2).

The documents listed in Items B.1, B.2, B.3, and B.4 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order

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

referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)), Cindy Yan at Goodwin Consulting Group, [cindy@goodwinconsultinggroup.net](mailto:cindy@goodwinconsultinggroup.net), Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)) and Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

### **C. Funds and Settlement Statement**

You also have received, or will receive from RIDA2, 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 RIDA2 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 RIDA2.

- 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 **\$134,885.20**, 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 **\$3,687.00** multiplied by **36.584** 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@riverislands.com](mailto:sdelloso@riverislands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

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

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 Brad Taylor 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 Brad Taylor to record the Recordation Documents and complete the Transaction.

### **E. Closing Process and Priorities**

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

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

E.2. Record the Recordation Documents in the Official Records;

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

E.4. Refund any funds delivered to you by RIDA2 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

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

E.5. Notify Susan Dell'Osso ([sdelloso@riverislands.com](mailto:sdelloso@riverislands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sigov.org](mailto:JMolina@sigov.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 Development Area 2, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

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

**F. Additional Instructions**

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

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

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

Very truly yours,

\_\_\_\_\_  
Stephen J. Salvatore                      Date  
City Manager  
City of Lathrop

\_\_\_\_\_  
Susan Dell’Osso                              Date  
President  
River Islands Development Area 2, LLC



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

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA2 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 RIDA2 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**RECORDING REQUESTED BY AND  
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop  
pursuant to Government Code Section 27383

**SECOND AMENDMENT TO NOTICE OF SPECIAL TAX LIEN**

City of Lathrop  
Community Facilities District No. 2023-1  
(River Islands Public Services and Facilities #2)  
Annexation No. 2

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Second Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Second Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
City Clerk,  
City of Lathrop

**EXHIBIT A**

**CITY OF LATHROP  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)  
ANNEXATION NO. 2  
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND  
WITHIN ANNEXATION NO. 2 TO CITY OF LATHROP  
COMMUNITY FACILITIES DISTRICT NO. 2023-1  
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-01

**EXHIBIT B**  
**CITY OF LATHROP**  
**COMMUNITY FACILITIES DISTRICT NO. 2023-1**  
**(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**  
**ANNEXATION NO. 2**

**MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD**

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$205.02 per SFD Lot
Single Family Detached Property		\$432.29 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property		\$349.02 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property		\$320.21 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property		\$272.18 per SFD Lot	\$119.97 per SFD Lot
Single Family Detached Property		\$252.96 per SFD Lot	\$0.00 per Unit
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property		\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

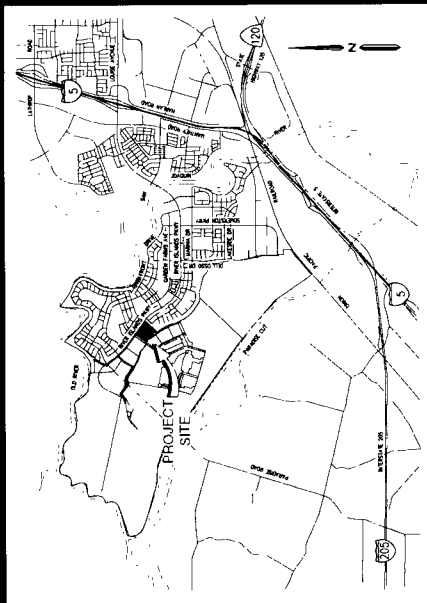
*\* On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

**MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD**

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

<b>Type of Property</b>	<b>Lot Size</b>	<b>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*</b>	<b>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*</b>	
<b>Residential Property:</b>				
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$132.99 per SFD Lot	
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit	
Multi-Family Property		\$0.00 per Unit	\$0.00 per Unit	
Non-Residential Property		Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*\* On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*



VICINITY MAP NOT TO SCALE

TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADEIRO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 32) AND PARCEL 2 OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, 'TRACT 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 1', CITY OF LATHROP, CALIFORNIA, CONSISTING OF NINETEEN (19) 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

- 1. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES...
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN...
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN...
4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES...
1. PARCELS A, B, C AND D TO THE CITY OF LATHROP FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERE TO...
THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 29 AND 37 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [Symbol] AS SHOWN ON THIS FINAL MAP...
THE UNDERSIGNED DOES HEREBY RESERVE PARCELS E, F, AND G FOR PURPOSES OF OPEN SPACE, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERE TO...
THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 3 FOR FUTURE DEVELOPMENT

OWNERS RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL ONE (PARCEL ONE OF TRACT 4149)
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL TWO (PARCEL D OF TRACT 4111)

BY: SUSAN DELLOSSO DATE:
PRESIDENT

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160866, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-046025, AND AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 23, 2022 AS DOCUMENT NUMBER 2022-132040, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS DAY OF 2023
NAME: DATE:
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 2023 BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT
WITNESS MY HAND

SIGNATURE:
NAME (PRINT):
CITY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:

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 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 1', CITY OF LATHROP, CALIFORNIA, CONSISTING OF NINETEEN (19) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE DAY OF 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. 2023-046025, APPROVE SAID MAP, AND SAID MAP WAS DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINDEMENT OF ACCESS RIGHTS TO LOTS 29 AND 37 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [Symbol] AS SHOWN ON THIS FINAL MAP, AND THE DEDICATION OF THE OPENING WATER RIGHTS, THE DEDICATION IN FEE OF PARCELS A, B, C AND D, AND ACCEPTED THE OFFER OF DEDICATION OF BENNETT STREET, GLEBER LANE, GEBHARDT STREET, SCOTT EDWARDS LANE, AND TUPPER STREET, 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

AS TO PARCELS 1 THROUGH 3, THE CITY OF LATHROP SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE FOLLOWING EASEMENTS:
1. THE 30 FOOT WIDE EASEMENT FOR ROADWAY PURPOSES, ALSO KNOWN AS STEWART ROAD PER BOOK 1999, PAGE 336, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP
2. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2022, AS DOCUMENT NUMBER 2023-045593, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP
3. 2026 AS DOCUMENT NUMBER 2026-118381, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP

I FURTHER STATE THAT ALL BORDERS 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 2023 BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT
WITNESS MY HAND

SIGNATURE:
NAME (PRINT):
CITY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908

DATED THIS DAY OF 2023
RICARDO CAQUIAT, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1 - UNIT 1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 7 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP

DATED THIS DAY OF 2023
BRAD R. TAYLOR, R.C.E. 52823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

FILED THIS DAY OF 2023, AT
IN BOOK OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
BY: ASSISTANT/DEPUTY RECORDER
TERESA VARGAS
ASSISTANT RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023

## REFERENCES

- (R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST VILLAGE, LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)
- TRACT 4031, RIVER ISLANDS-STAGE 2A VILLAGE S3 FINAL MAP, FILED OCTOBER 14, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 189, S.J.C.R. (43 MAP 189)
- (R2) TRACT 4031, RIVER ISLANDS-STAGE 2A VILLAGE S3 FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 139, S.J.C.R. (43 MAP 139)
- (R3) TRACT 4021, RIVER ISLANDS-STAGE 2A VILLAGE S4 FINAL MAP, FILED SEPTEMBER 15, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 139, S.J.C.R. (43 MAP 139)
- (R4) RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION DATED JULY 13, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R5) TRACT 4030, RIVER ISLANDS-STAGE 2A VILLAGE S2 FINAL MAP, FILED MAY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 167, S.J.C.R. (43 & MAP 167)
- (R6) TRACT 3991, RIVER ISLANDS-STAGE 2A VILLAGE V FINAL MAP, FILED DECEMBER 21, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 66, S.J.C.R. (43 & MAP 66)
- (R7) TRACT 4016, RIVER ISLANDS-STAGE 2A VILLAGE W2 FINAL MAP, FILED NOVEMBER 19, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 146, S.J.C.R. (43 & MAP 146)
- (R8) TRACT 4020, RIVER ISLANDS-STAGE 2A VILLAGE X FINAL MAP, FILED DECEMBER 17, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 153, S.J.C.R. (43 & MAP 153)
- (R9) TRACT 4060, RIVER ISLANDS-STAGE 2A VILLAGE S4 FINAL MAP, FILED FEBRUARY 19, 2021, IN BOOK 43 MAPS AND PLATS, PAGE 161, S.J.C.R. (43 & MAP 161)
- (R10) TRACT 4111, RIVER ISLANDS-STAGE 2A VILLAGE S5 FINAL MAP, FILED DECEMBER 21, 2021, IN BOOK 44 MAPS AND PLATS, PAGE 7, S.J.C.R. (44 & MAP 7)

## CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

- 1) PARCELS A, B, C AND D, FOR PURPOSES OF LANDSCAPE OPEN SPACES 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 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

## EASEMENT ABANDONMENT NOTE

- 1) ALL OF THE STEWART ROAD EASEMENT PER BOOK 193, PAGE 335, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP, IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- 2) THE NON-EXCLUSIVE PUBLIC EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-146533, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- 3) THE 5' WIDE EGRESS WALKWAY PER THE CITY OF LATHROP RECORDED ON JUNE 2, 2006, AS DOCUMENT NUMBER 2006-115380, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

## RECITALS

- 1) RIGHT TO FARM STATEMENT: THE CITY OF LATHROP HAS A RIGHT TO FARM STATEMENT IN CONFORMANCE WITH THE CALIFORNIA RIGHT TO FARM ACT AND LOCAL ORDINANCE 17.01. HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS THAT YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRINKLER IRRIGATION, FERTILIZATION, PESTICIDE APPLICATION, ANIMAL FEEDING, PROTECTION OF CROPS AND ANIMALS FROM DROUGHT AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO THAT THIS JURISDICTION 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 NECESSARY TO ENJOY THE BENEFITS OF THE CALIFORNIA RIGHT TO FARM ACT AND LOCAL ORDINANCE 17.01.
- 2) CALIFORNIA, REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005 HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOCILE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- 3) TRACT 4172, RIVER ISLANDS-PHASE 2, VILLAGE 1-UNIT 1, CONTAINS 37 RESIDENTIAL LOTS WITH A TOTAL AREA OF 3,880 ACRES, MORE OR LESS, AND 27,086 ACRES, MORE OR LESS, OF OPEN SPACE. THIS PROJECT IS BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDES 3,880 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4172 AREA SUMMARY	
LOTS 1 THROUGH 37	5.618 ACRE
STREET DEDICATIONS	3,880 ACRES
PARCELS A THROUGH G	27,086 ACRES
PARCELS 1 THROUGH 3	4.086 ACRES
TOTAL	40.670 ACRES

- 4) BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 12402289-1R (VERSION 9), DATED AUGUST 11, 2023, PROVIDED BY OLD REPUBLIC TITLE COMPANY



## CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4172, RIVER ISLANDS - PHASE 2, VILLAGE 1-UNIT 1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

## SURVEYORS 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 AREA 2, LLC, ON MARCH 23, 2023. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE RECORDED MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED RESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DYLAN DRAWFORO, P.L.S. NO. 7788



## EASEMENT ABANDONMENT NOTE

- 1) ALL OF THE STEWART ROAD EASEMENT PER BOOK 193, PAGE 335, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP, IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- 2) THE NON-EXCLUSIVE PUBLIC EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-146533, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- 3) THE 5' WIDE EGRESS WALKWAY PER THE CITY OF LATHROP RECORDED ON JUNE 2, 2006, AS DOCUMENT NUMBER 2006-115380, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4172 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

## LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 9 ONLY

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA
L1	N80°54'41"E	42.43	L19	N27°52'57"E	59.59	C1	2037.00'	729.05'
L2	N45°48'52"E	1.89	L20	N48°14'46"W	17.46'	C2	37.00'	1439.09'
L3	N54°51'57"E	16.47	L21	N42°51'08"E	59.61'	C3	1000.00'	1710.00'
L4	N1°31'28"W	79.13	L22	N48°14'46"W	18.51'	C4	750.00'	2130.16'
L5	N09°06'06"W	37.87	L23	N48°14'46"W	49.09'	C5	2100.00'	1072.12'
L6	N71°06'02"W	10.34	L24	N41°45'14"E	56.62'	C6	50.00'	6726.34'
L7	N75°37'40"W	9.05	L25	N25°24'16"E	56.58'	C7	1095.00'	370.05'
L8	N6°02'06"E	28.00'	L26	N80°48'45"W	3.61'	C8	50.00'	4615.55'
L9	N10°23'50"E	8.64	L27	N10°23'32"E	56.61'	C9	900.00'	2523.23'
L10	N14°22'29"E	34.89	L28	N80°48'45"W	50.24'	C10	73.00'	5248.00'
L11	N49°57'26"W	10.99	L29	N80°48'45"W	46.64'	C11	87.00'	2315.22'
L12	N78°04'58"W	15.53	L30	N81°19'52"E	58.01'	C12	73.00'	4032.24'
L13	N80°53'57"W	4.14	L31	N81°12'49"E	58.60'	C13	50.00'	6917.09'
L14	N14°21'55"E	43.91'	L32	N81°10'15"E	59.60'	C14	500.00'	6101.15'
L15	N14°22'29"E	37.30	L33	N70°53'58"E	58.60'	C15	200.00'	471.98'
L16	N0°00'00"E	59.51'	L34	N0°24'08"W	59.63'	C16	100.00'	717.08'
L17	N6°02'06"E	29.32	L35	N14°22'29"E	35.45	C17	477.00'	536.39'
L18	N31°01'23"E	39.47	L36	N6°05'32"E	24.25'	C18	477.00'	536.39'

CURVE TABLE			CURVE TABLE			CURVE TABLE		
CURVE #	RADIUS	DELTA	CURVE #	RADIUS	DELTA	CURVE #	RADIUS	DELTA
C1	2037.00'	729.05'	C17	100.00'	717.08'	C33	530.00'	5481.9'
C2	37.00'	1439.09'	C18	250.00'	444.37'	C34	477.00'	625.53'
C3	1000.00'	1710.00'	C19	143.13'	1711.38'	C35	530.00'	5485.58'
C4	750.00'	2130.16'	C20	490.00'	746.11'	C36	60.00'	8928.16'
C5	2100.00'	1072.12'	C21	490.00'	531.56'	C37	1359.00'	944.35'
C6	50.00'	6726.34'	C22	490.00'	631.35'	C38	56.00'	7128.24'
C7	1095.00'	370.05'	C23	490.00'	412.16'	C39	1451.00'	948.50'
C8	50.00'	4615.55'	C24	550.00'	472.42'	C40	1095.00'	1214.8'
C9	900.00'	2523.23'	C25	100.00'	601.28'	C41	1095.00'	142.16'
C10	73.00'	5248.00'	C26	210.00'	1614.01'	C42	1095.00'	142.16'
C11	87.00'	2315.22'	C27	153.00'	1614.00'	C43	1095.00'	324.45'
C12	73.00'	4032.24'	C28	250.00'	444.37'	C44	2198.00'	1550.3'
C13	50.00'	6917.09'	C29	250.00'	355.34'	C45	143.13'	432.48'
C14	500.00'	6101.15'	C30	250.00'	649.14'	C46	550.00'	745.58'
C15	200.00'	471.98'	C31	477.00'	1410.12'	C47	550.00'	541.54'
C16	100.00'	717.08'	C32	477.00'	536.39'	C48	100.00'	1154.1'

## 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 RESOURCES LYING BELOW A DEPTH OF 300 FEET, PER DOCUMENT NUMBER 2001-0048877, S.J.C.R.



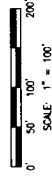
# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA



AUGUST 2023

## BOUNDARY SHEET

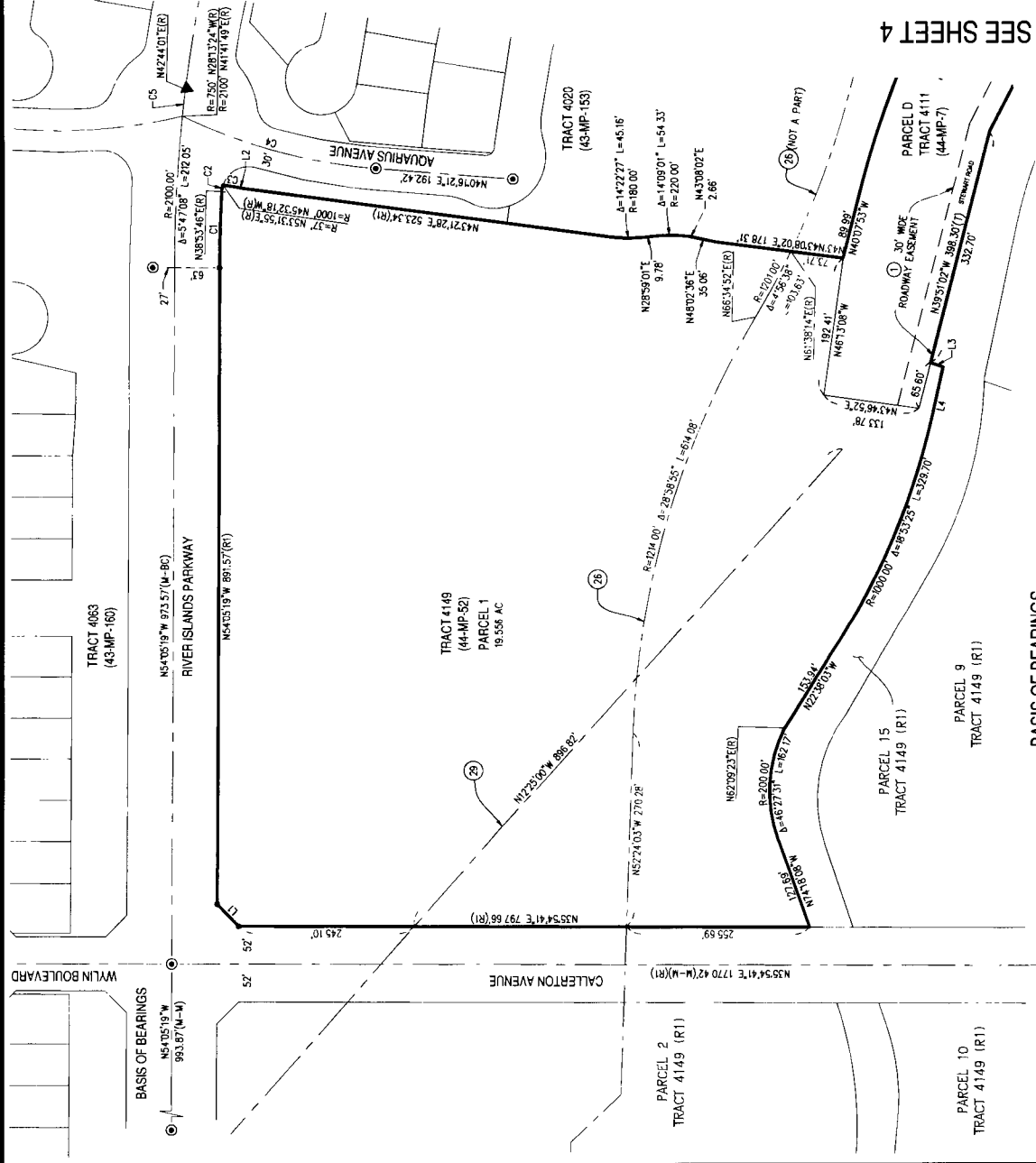


### LEGEND

- BOUNDARY
  - LOT LINE OR RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - CENTERLINE
  - 200.00' (R1)
  - (R1)
  - (M-4)
  - (M-BC)
  - (M-8)
  - (R)
  - (T)
  - (B)
  - ON
  - P.U.E
  - W.E.
  - U/C/R1
  - ①
- MEASURED AND RECORD DATA PER REFERENCE (R1)  
 GENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2  
 MONUMENT TO MONUMENT  
 MONUMENT TO BEGINNING OF CURVE  
 MONUMENT TO BOUNDARY  
 RADIAL BEARING  
 TOTAL  
 BOUNDARY  
 DOCUMENT NUMBER  
 PUBLIC UTILITY EASEMENT  
 WALL EASEMENT  
 LINE, CURVE, RADIAL LINE  
 EASEMENT REFERENCE NUMBER - SEE SHEET 2

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 355 S.L.C.R. (TO BE ABANDONED)
- ② 8' G.R.E. POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 283
- ③ 15' WIDE RECLAIMED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DM 2006-119380 (TO BE ABANDONED)



SEE SHEET 4

### BASIS OF BEARINGS

THE BEARING OF NORTH 54°05'19\"/>

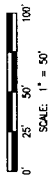
### NOTES

- 1 SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES
- 2 SEE SHEET 4 FOR MONUMENTATION NOTES

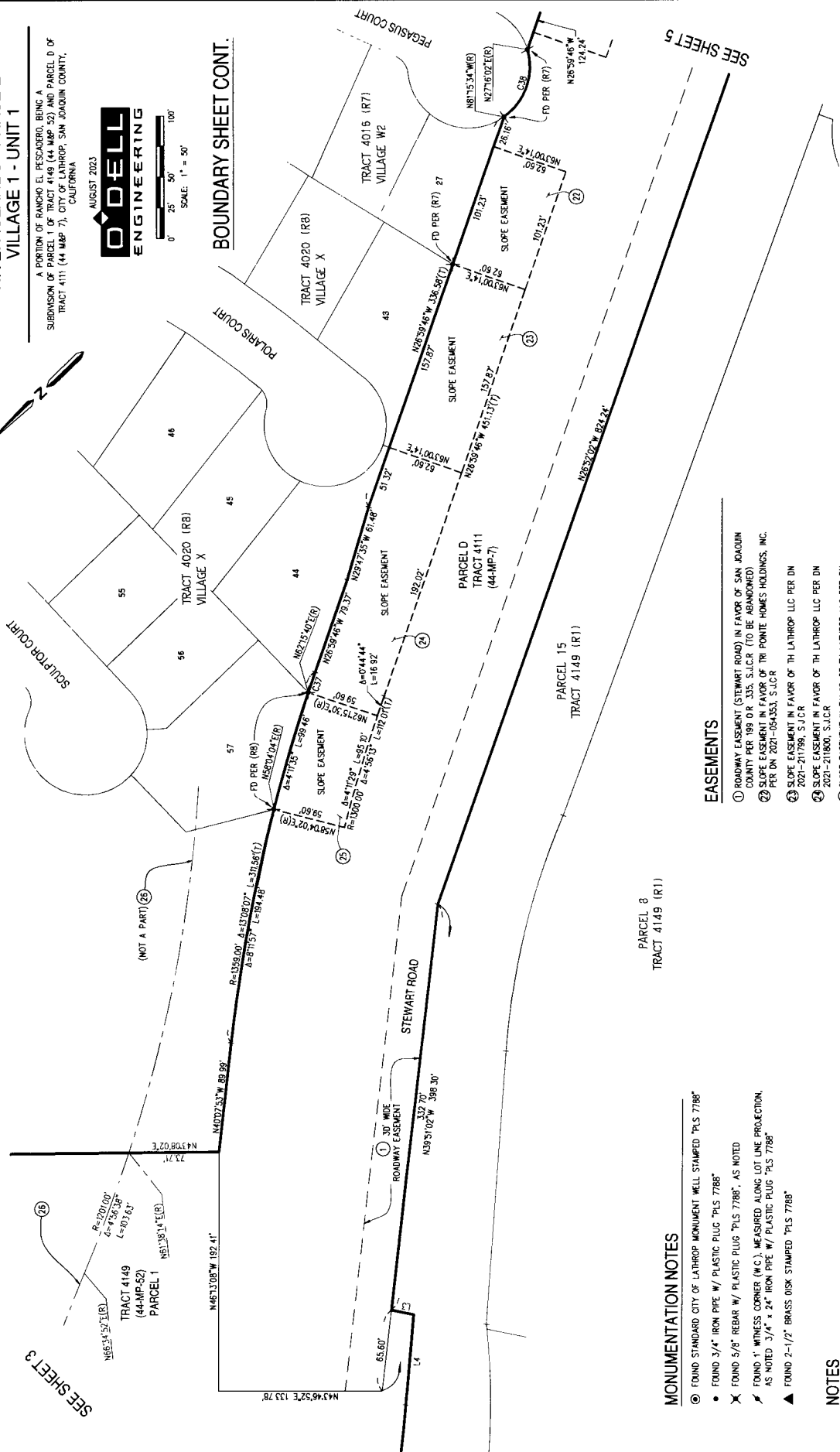
# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



BOUNDARY SHEET CONT.



### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 O.P. 315 S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF THE PONTE HOMES HOLDINGS, INC. PER DN 2021-05-0531 S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211799 S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211800 S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211801 S.J.C.R.
- ⑥ 15' WIDE RECLAIMED WATER LINE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DN 2006-119380

### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ♣ FOUND 1" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### NOTES

- 1. SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES
- 2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

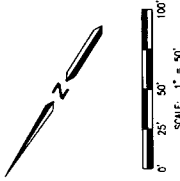
# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4148 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



## BOUNDARY SHEET CONT.



### MONUMENTATION NOTES

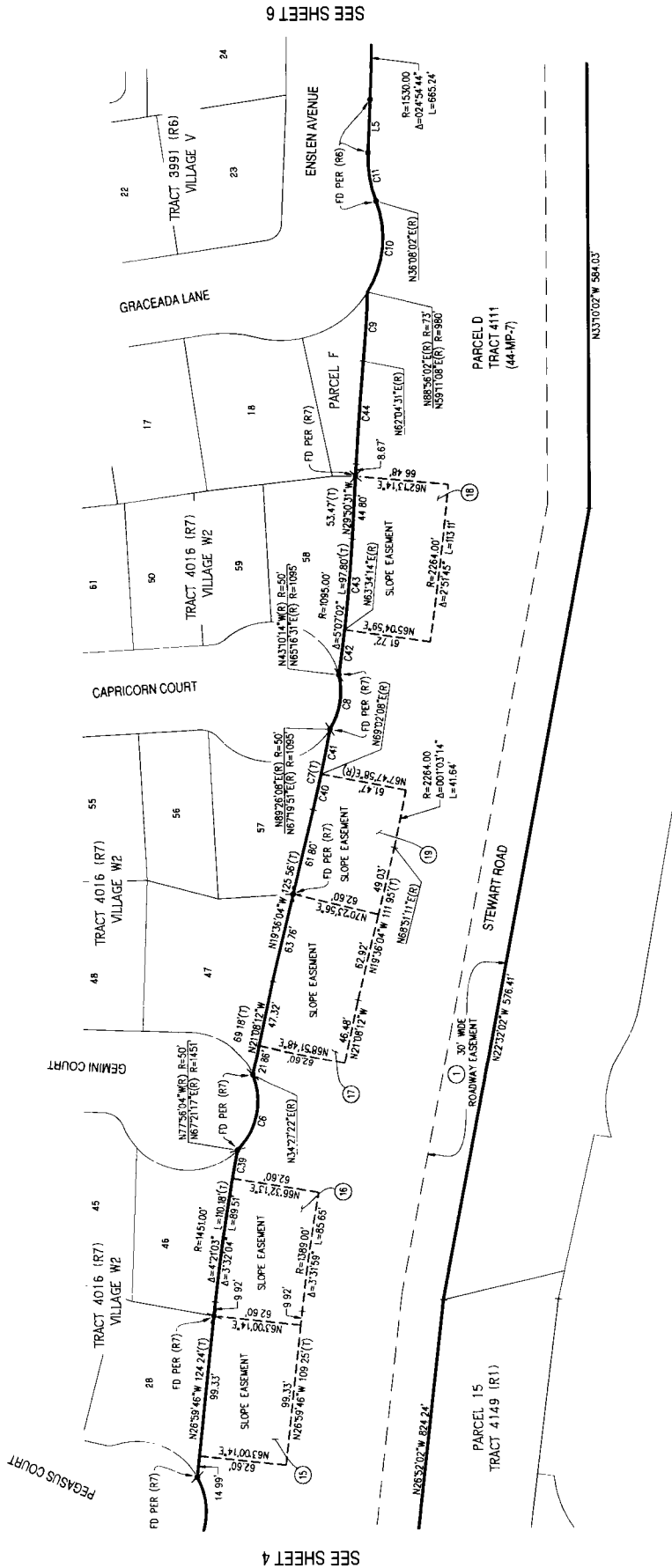
- Ⓞ FOUND STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ♣ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 O.R. 335, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC. PER DN 2021-054354, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC. PER DN 2021-054355, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC. PER DN 2021-054356, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC. PER DN 2021-104630, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC. PER DN 2021-104631, S.J.C.R.

### NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND



SEE SHEET 4

SEE SHEET 6



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCARERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MP 52) AND PARCEL D OF  
TRACT 4111 (44 MP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

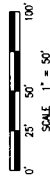
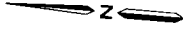
AUGUST 2023



## BOUNDARY SHEET CONT.

### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ♣ FOUND 1" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

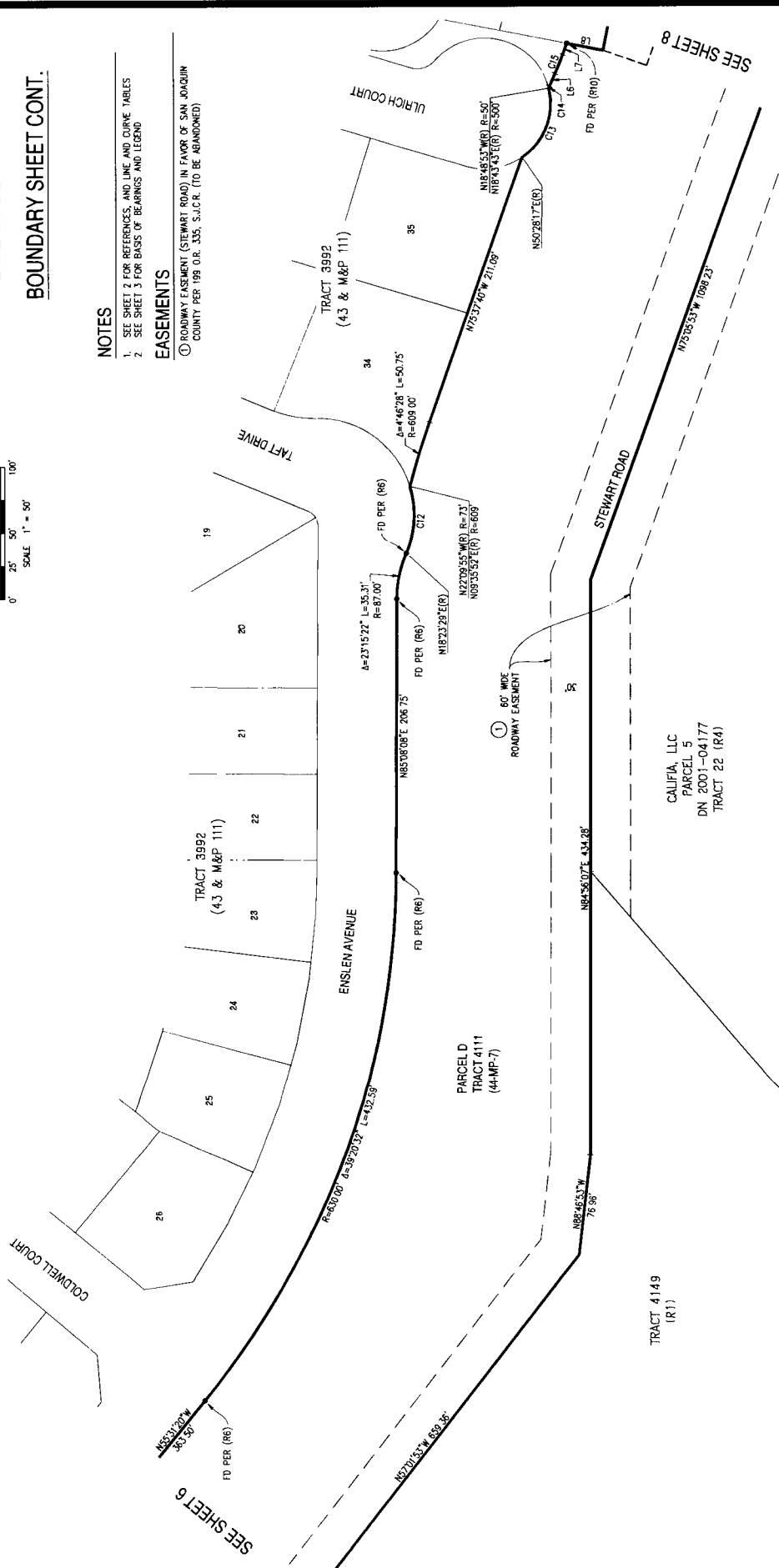


### NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 198 O.R. 333, S.J.C.R. (TO BE ABANDONED)



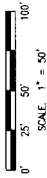
CALIFIA, LLC  
PARCEL 5  
DN 2001-04177  
TRACT 22 (R4)

**TRACT 4172**  
**RIVER ISLANDS - PHASE 2**  
**VILLAGE 1 - UNIT 1**

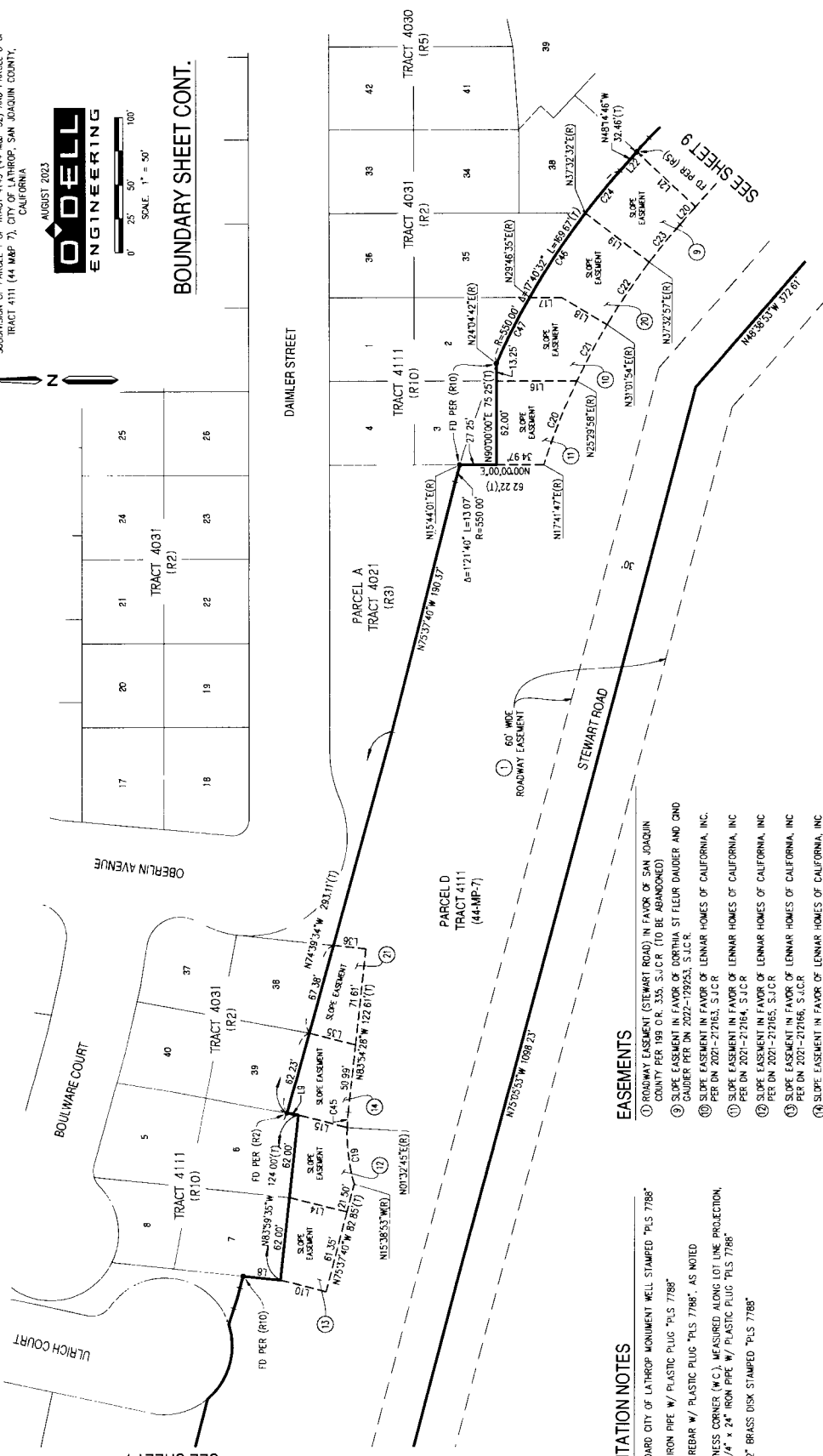
A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4143 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023



**BOUNDARY SHEET CONT.**



17	18	19	20	21	22	23	24	25	26
TRACT 4031 (R2)									

**MONUMENTATION NOTES**

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✓ FOUND 1" WIRESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

**EASEMENTS**

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 198 C.R. 338, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF DOROTHY ST FLEUR DAUDER AND OMD GAUDER PER DN 2022-129253, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212163, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212164, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212165, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-212166, S.J.C.R.
- ⑦ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-172564, S.J.C.R.
- ⑧ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-172582, S.J.C.R.
- ⑨ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC PER DN 2021-172583, S.J.C.R.

**NOTES**

- 1 SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4143 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023

## BOUNDARY SHEET CONT.

### NOTES

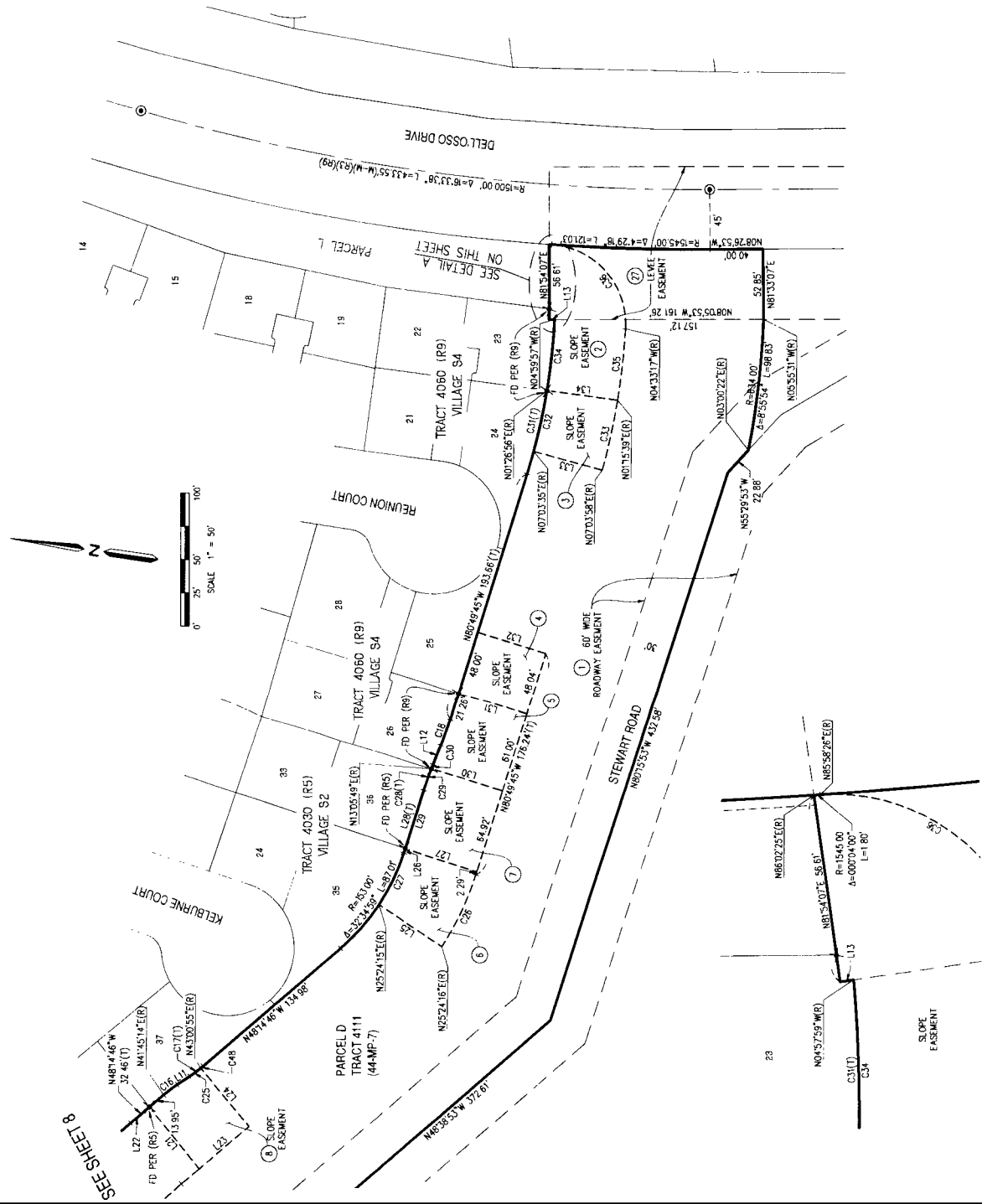
1. SEE SHEET 2 FOR EASEMENT NOTES, REFERENCES, AND LINE AND CURVE TABLES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.

### MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ↖ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION.
- ↗ AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR 333, S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF CAROLYN CAOAGHAN HARR, KENNETH CHRISTIAN CAOAGHAN HARR, AND CHERYL BELGICA DEL ROSARIO PER DN 2021-204628, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF RAV SHANKAR SODAMSETTY AND SRI GEETHA SODAMSETTY PER DN 2021-193441, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF THAI THONG DINH AND DUNG DO THUY PHAM PER DN 2022-007538, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF ANGELA J LEE AND MARK PHILIP DE JESUS PER DN 2022-008121, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF HEATH ALLAN BLAND AND NOVA DONNE BLAND PER DN 2022-105882, S.J.C.R.
- ⑦ SLOPE EASEMENT IN FAVOR OF VIKRATA HARRIKRISHNA AND SRAVANI NALLAMALLI PER DN 2022-101541, S.J.C.R.
- ⑧ SLOPE EASEMENT IN FAVOR OF LENMAR HOMES OF CALIFORNIA, INC PER DN 2021-141544, S.J.C.R.
- ⑨ LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DN 2016-044287



DETAIL A  
FROM THIS SHEET

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

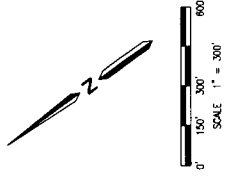
AUGUST 2023



## NOTES

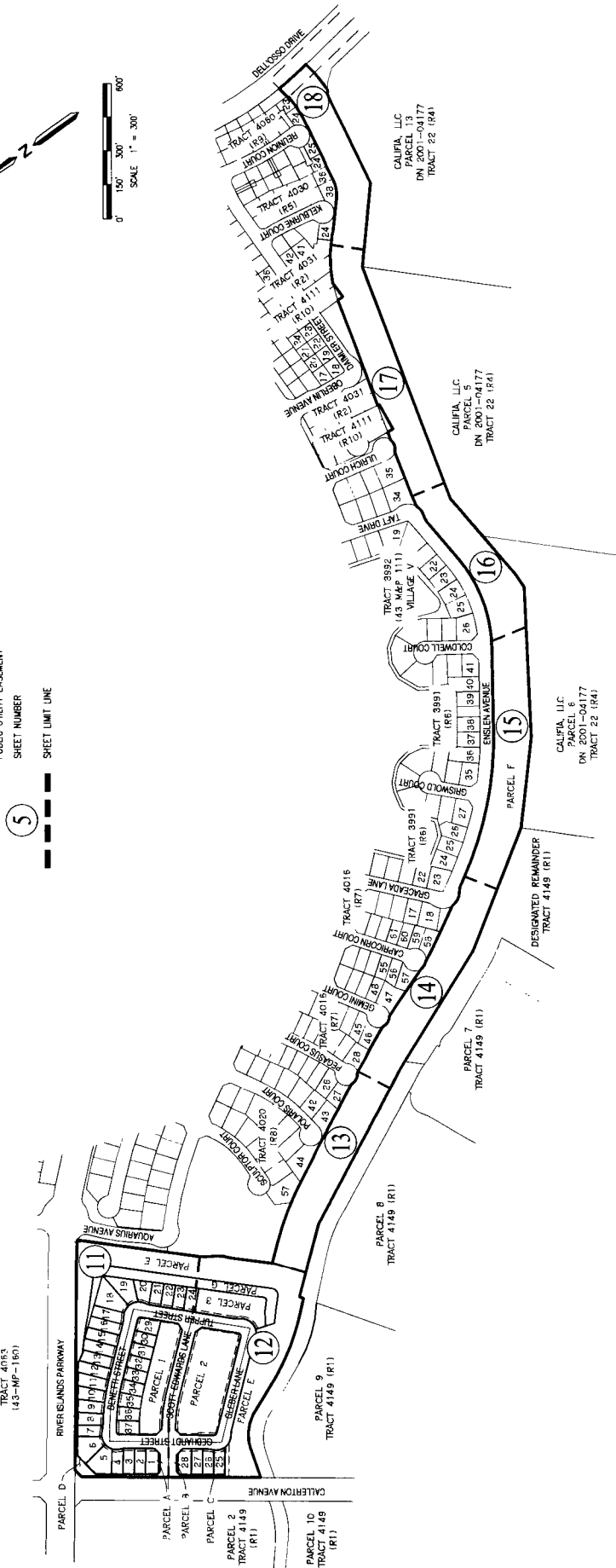
- SEE SHEET 2 FOR EASEMENT NOTES, AND REFERENCES.
- SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.
- SEE SHEET 19 FOR LINE AND CURVE TABLES.

## SHEET INDEX



## LEGEND

- BOUNDARY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE





# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PASADENO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL 1 OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



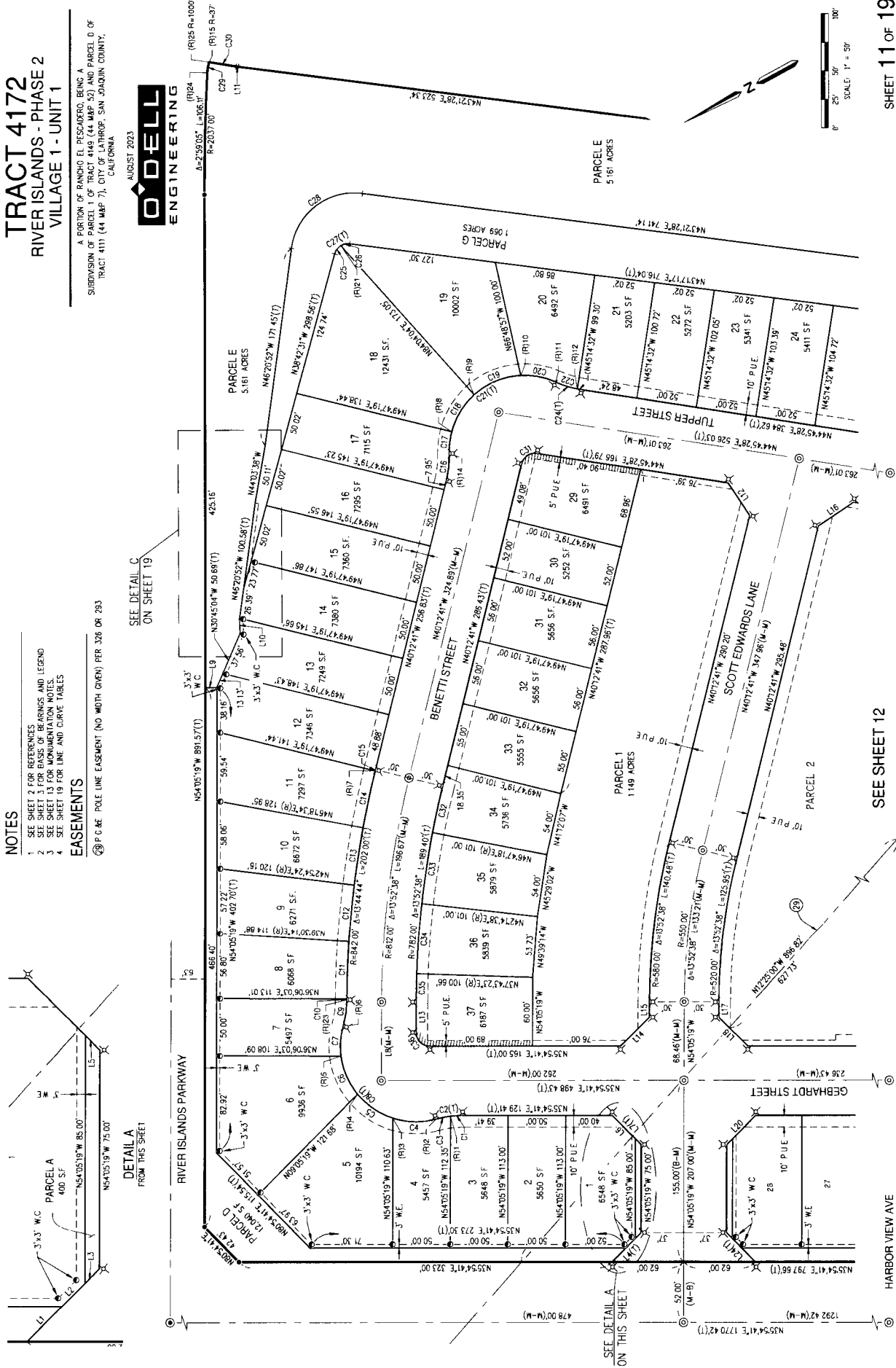
AUGUST 2023

## NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEET 13 FOR MONUMENTATION NOTES
- SEE SHEET 19 FOR LINE AND CURVE TABLES

## EASEMENTS

- 3' P & C POLE LINE EASEMENT (NO WIDTH GIVEN) PER 326 OR 293



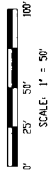
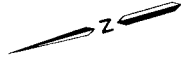
SHEET 11 OF 19

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 1149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2023



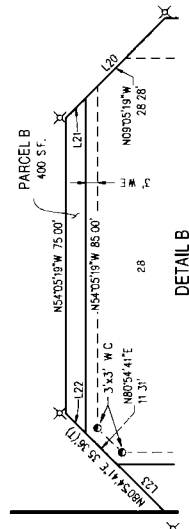
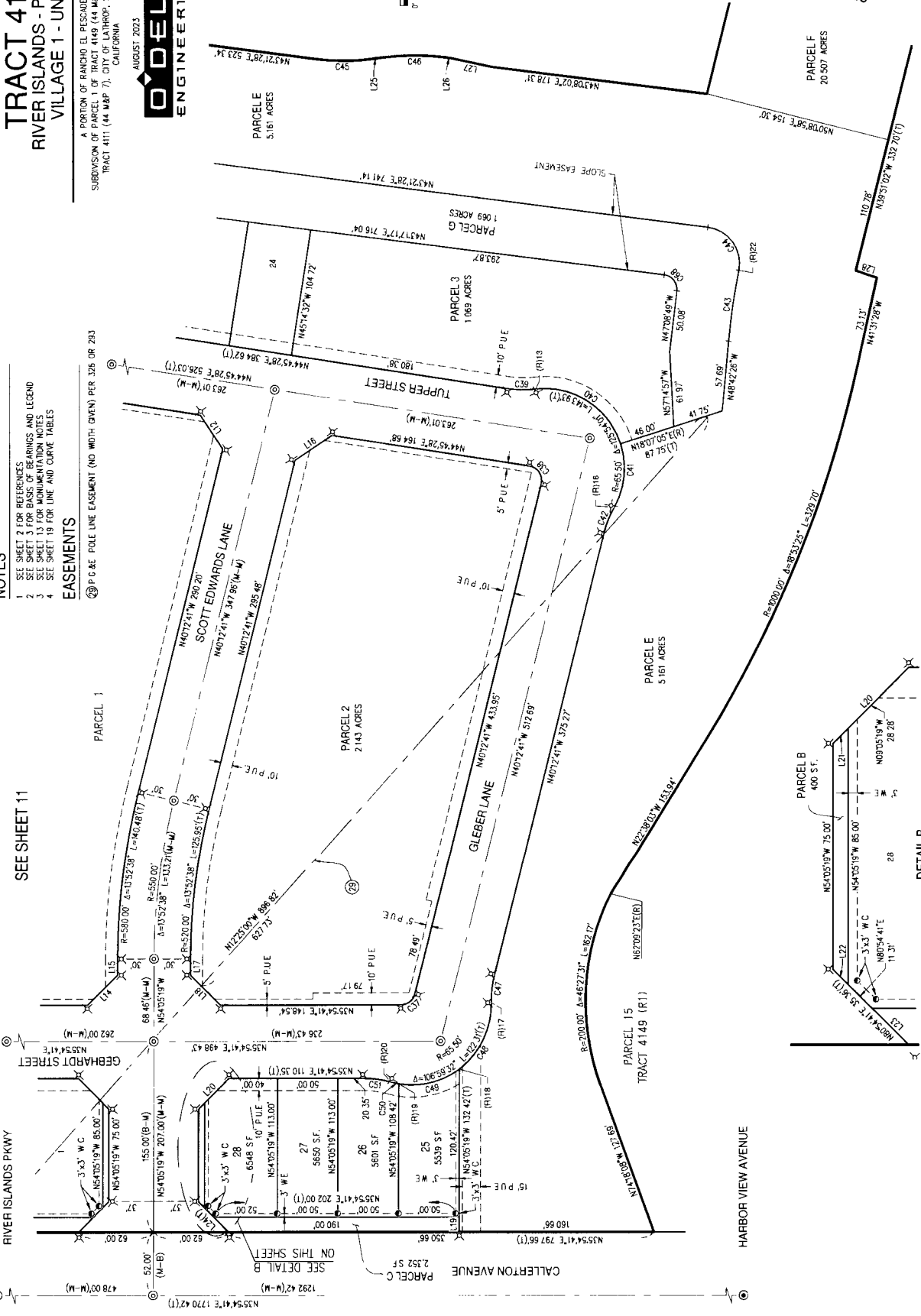
- NOTES**
- 1 SEE SHEET 2 FOR REFERENCES
  - 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
  - 3 SEE SHEET 13 FOR MONUMENTATION NOTES
  - 4 SEE SHEET 19 FOR LINE AND CURVE TABLES

**EASEMENTS**

⊙ P C & E POLE LINE EASEMENT (NO WIDTH GIVEN) PER 226 OR 293

SEE SHEET 11

RIVER ISLANDS PKWY



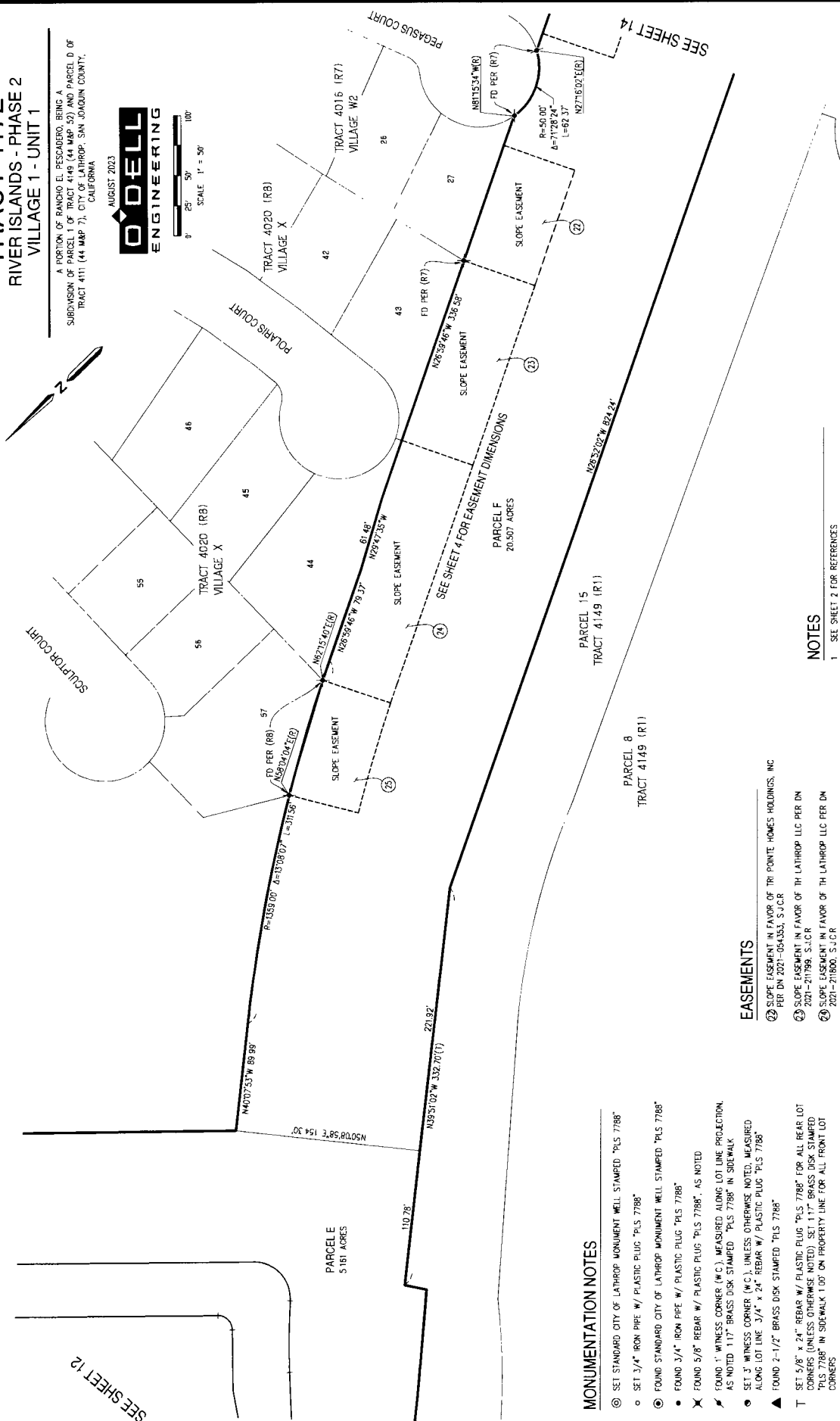
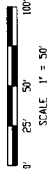
DETAIL B  
FROM THIS SHEET

SEE SHEET 13

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



### NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 19 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 4 FOR SLOPE EASEMENT DIMENSIONS

### EASEMENTS

- ② SLOPE EASEMENT IN FAVOR OF TRI PONTE HOMES HOLDINGS, INC PER DN 2021-054353, S.J.C.R
- ③ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211799, S.J.C.R
- ④ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211800, S.J.C.R
- ⑤ SLOPE EASEMENT IN FAVOR OF TH LATHROP LLC PER DN 2021-211801, S.J.C.R

### MONUMENTATION NOTES

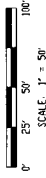
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✕ FOUND 1" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE PROJECTION AS NOTED 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED), SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 117" BRASS DISK STAMPED "PLS 7788"



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 53) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023

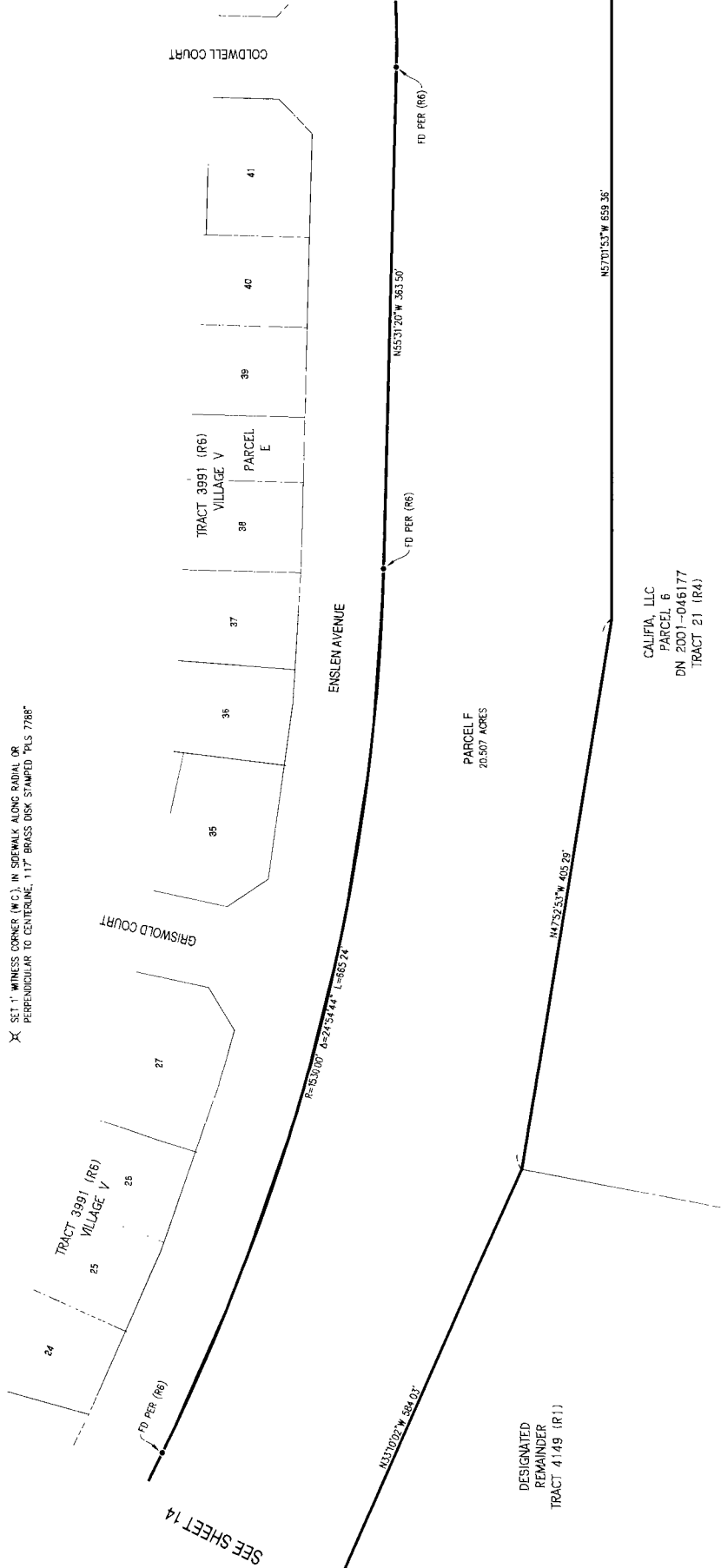


## MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✕ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED. 117" BRASS DISK STAMPED "PLS 7788", IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 117" BRASS DISK STAMPED "PLS 7788"

## NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES



SEE SHEET 16

SEE SHEET 14

DESIGNATED  
REMAINDER  
TRACT 4149 (R.1)

PARCEL F  
20,507 ACRES

CALIFIA, LLC  
PARCEL 6  
DN 2001-046177  
TRACT 21 (R4)

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCAMERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4169 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA

AUGUST 2023



## MONUMENTATION NOTES

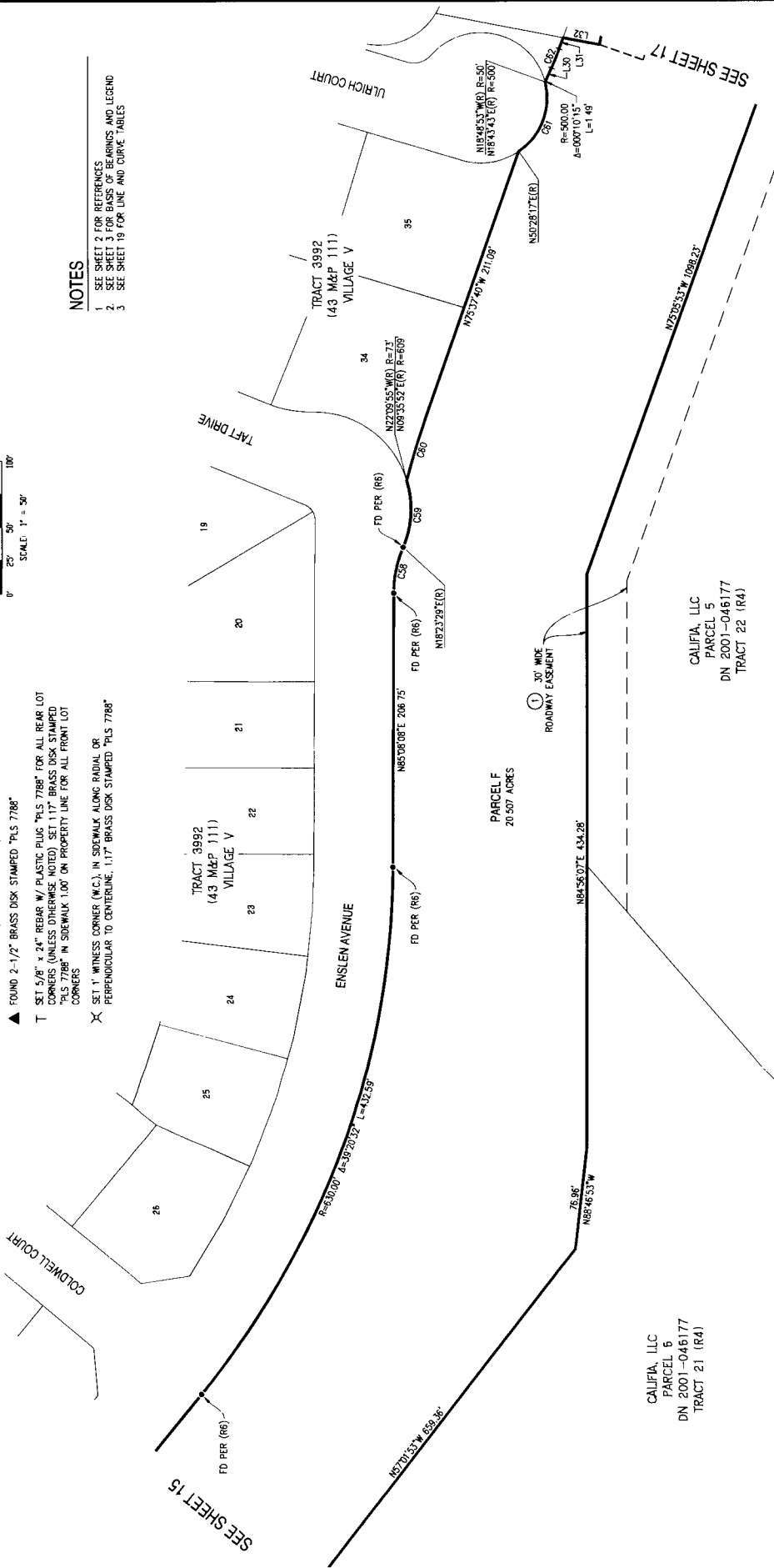
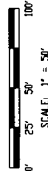
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✎ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 2/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

## EASEMENTS

- ① ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR .335, S.J.C.R. (TO BE ABANDONED)

## NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES



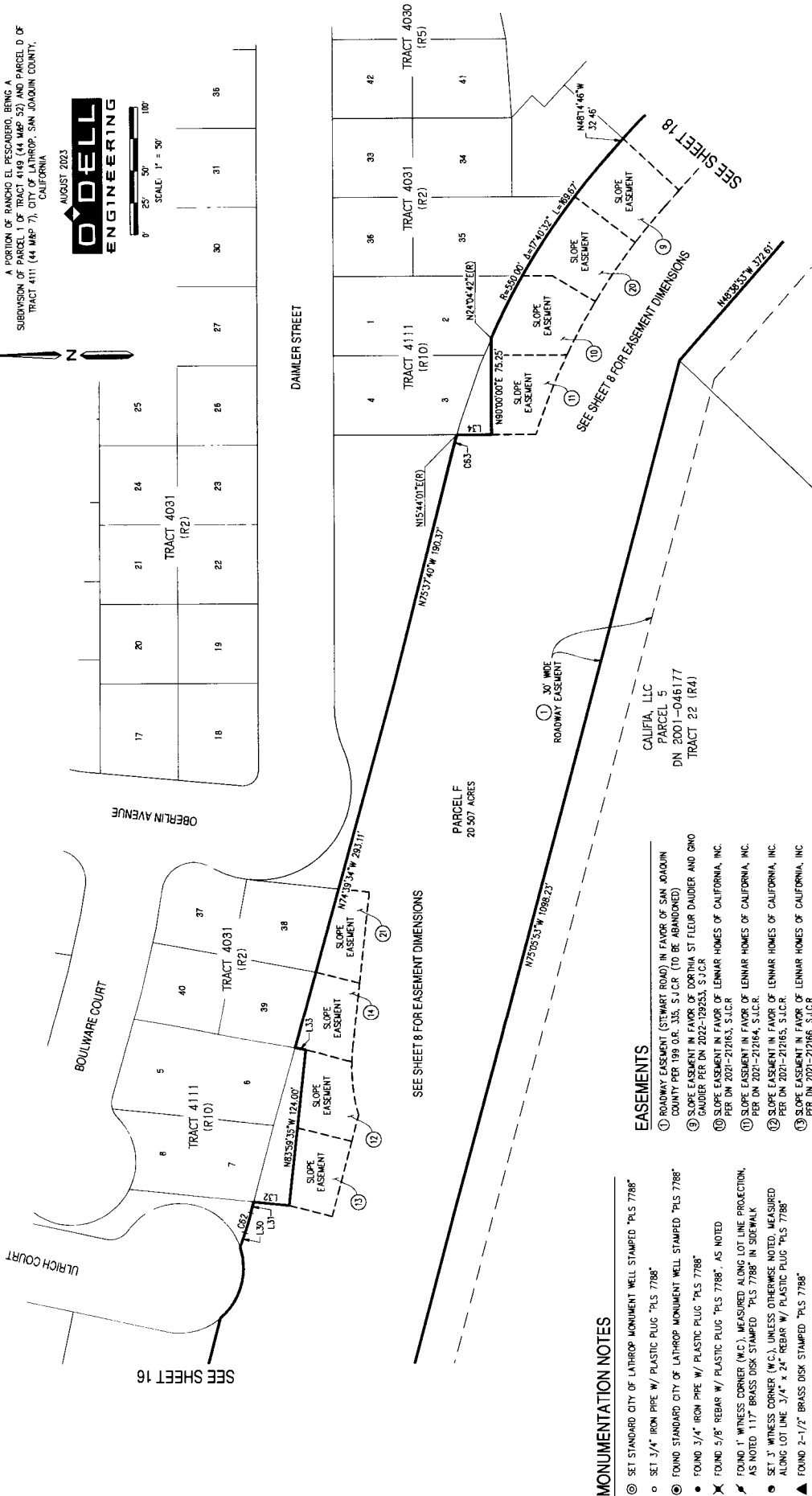
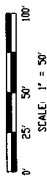
CALIFIA, LLC  
PARCEL 6  
DN 2001-046177  
TRACT 21 (R4)

CALIFIA, LLC  
PARCEL 5  
DN 2001-046177  
TRACT 22 (R4)

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF TRACT 4111 (44 MAP 7), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2023



### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✂ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✂ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 1" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED), SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✂ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

### EASEMENTS

- ① ROADWAY EASEMENT (STUART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 OR. S.J.C.R. (TO BE ABANDONED)
- ② SLOPE EASEMENT IN FAVOR OF DORTHA ST FLEUR DAUDIER AND GHO GAUDIER PER DN 2022-129253, S.J.C.R.
- ③ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-212163, S.J.C.R.
- ④ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-212164, S.J.C.R.
- ⑤ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-212165, S.J.C.R.
- ⑥ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-212166, S.J.C.R.
- ⑦ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-172584, S.J.C.R.
- ⑧ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-172582, S.J.C.R.
- ⑨ SLOPE EASEMENT IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC. PER DN 2021-172583, S.J.C.R.

### NOTES

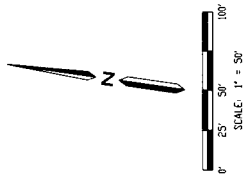
- 1 SEE SHEET 2 FOR REFERENCES TO THIS SHEET'S MARKINGS AND LEGEND
- 2 SEE SHEET 19 FOR THIS SHEET'S MARKINGS AND LEGEND
- 3 SEE SHEET 18 FOR THIS SHEET'S MARKINGS AND LEGEND
- 4 SEE SHEET 8 FOR SLOPE EASEMENT DIMENSIONS

# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL ESCOBAR, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4149 (44 MAP 52) AND PARCEL D OF  
TRACT 4111 (44 MAP 7), CITY OF LAHROP, SAN JOAQUIN COUNTY,  
CALIFORNIA



AUGUST 2023

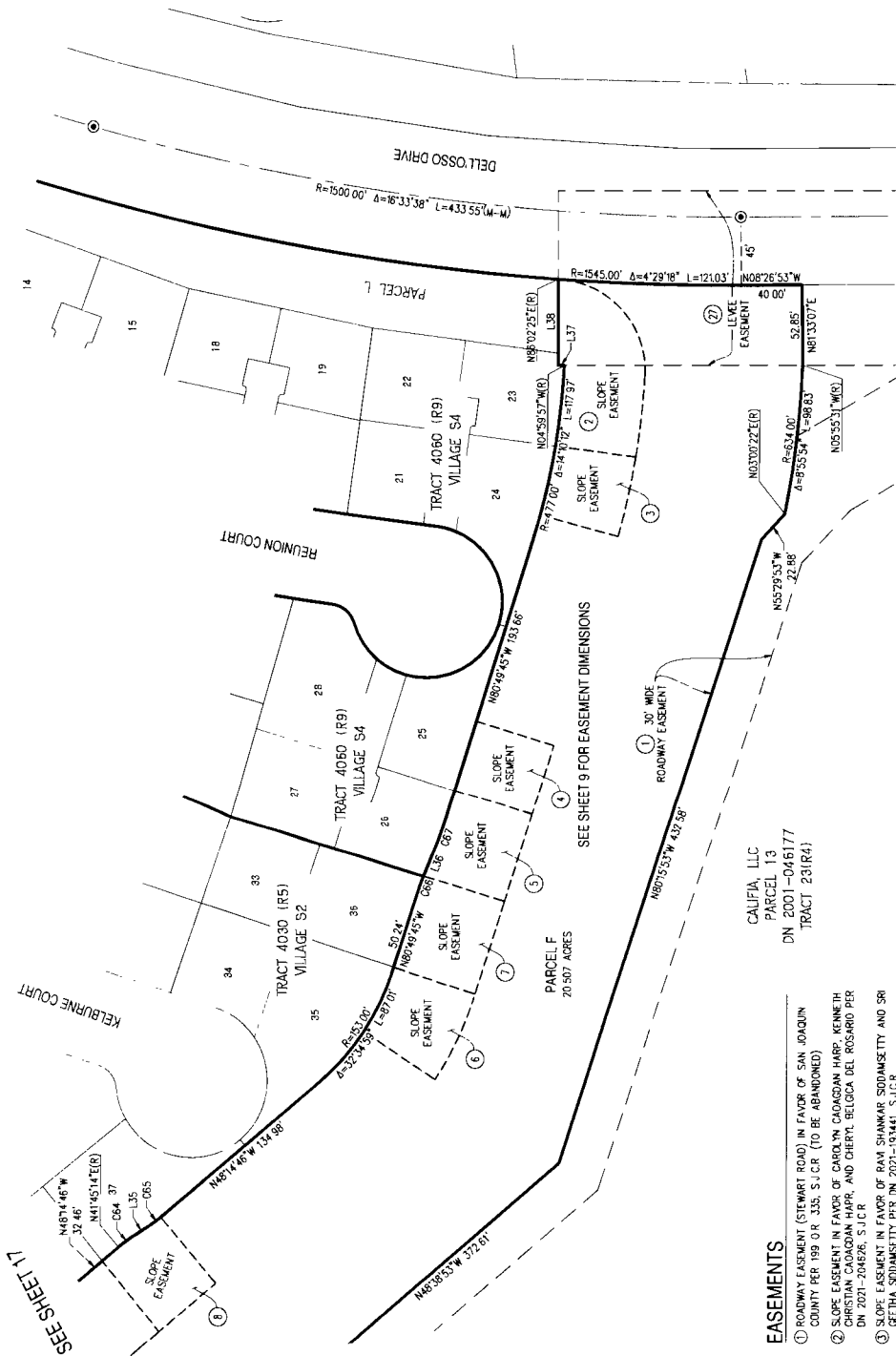


## NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 19 FOR LINE AND CURVE TABLES
4. SEE SHEET 9 FOR SLOPE EASEMENT DIMENSIONS

## MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 5/8" REBAR W/ PLASTIC PLUG "PLS 7788", AS NOTED
- ✓ FOUND 1" WITNESS CORNER (W.C.), MEASURED ALONG LOT LINE PROJECTION, AS NOTED. 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK
- SET 3" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 3/4" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 117" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE FOR ALL FRONT LOT CORNERS
- ✕ SET 1" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 117" BRASS DISK STAMPED "PLS 7788"



## EASEMENTS

- 1) ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER 199 0 R 135, S J C R (TO BE ABANDONED)
- 2) SLOPE EASEMENT IN FAVOR OF CAROL GUADAGNANI HARRIS, KENNETH CHRISTIAN GUADAGNANI HARRIS, AND CHERYL BELGICA DEL ROSARIO PER DN 2021-204926, S J C R
- 3) SLOPE EASEMENT IN FAVOR OF RAN SHANKAR SODASAMSETTY AND SRI GEETHA SODASAMSETTY PER DN 2021-193441, S J C R
- 4) SLOPE EASEMENT IN FAVOR OF THAI THONG DINH AND DUNG DO THUY PHAM PER DN 2022-607526, S J C R
- 5) SLOPE EASEMENT IN FAVOR OF ANGELA J LEE AND MARK PHILIP DE JESUS PER DN 2022-006121, S J C R
- 6) SLOPE EASEMENT IN FAVOR OF HEATH ALLAN BLAND AND NOVA DIONNE BLAND PER DN 2022-105882, S J C R
- 7) SLOPE EASEMENT IN FAVOR OF YEWATA HARRISMANA AND SRIVANI NALLAMALLI PER DN 2022-101641, S J C R
- 8) SLOPE EASEMENT IN FAVOR OF LENNAH HOMES OF CALIFORNIA, INC PER DN 2021-141544, S J C R
- 9) FENCE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2052 PER DN 2016-041287

CALIFIA, LLC  
PARCEL 13  
DN 2001-046177  
TRACT 231R(4)

SEE SHEET 9 FOR EASEMENT DIMENSIONS



# TRACT 4172 RIVER ISLANDS - PHASE 2 VILLAGE 1 - UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A  
SUBDIVISION OF PARCEL 1 OF TRACT 4487 (44 MAP 52) AND PARCEL D OF  
TRACT 4171 (44 MAP 7), CITY OF HUNTINGTON BEACH, SAN JUAN COUNTY,  
CALIFORNIA



AUGUST 2023

## NOTES

- SEE SHEET 2 FOR EASMENT NOTES AND REFERENCES
- SEE SHEET 3 FOR MONUMENTATION NOTES

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 11 THROUGH 18 ONLY

LINE #	DIRECTION	LENGTH
L1	N8°05'19"W	16.97'
L2	N9°05'19"W	11.31'
L3	N9°05'19"W	7.07'
L4	N9°05'19"W	35.36'
L5	N8°54'41"E	7.07'
L6	N8°54'41"E	28.28'
L7	N8°54'41"E	35.36'
L8	N5°40'51"W	68.46'
L9	N3°54'41"E	10.00'
L10	N5°45'12"W	13.39'
L11	N6°58'52"E	1.89'
L12	N8°43'37"W	33.77'
L13	N8°05'19"W	26.46'
L14	N8°05'19"W	13.46'
L15	N2°18'23"E	36.87'
L16	N5°40'51"W	19.46'
L17	N5°40'51"W	12.00'
L18	N8°05'19"W	35.36'
L19	N8°05'19"W	7.07'
L20	N8°05'19"W	7.07'
L21	N8°05'19"W	7.07'
L22	N8°05'19"W	7.07'
L23	N8°05'19"W	16.97'
L24	N8°05'19"W	35.36'
L25	N8°05'19"W	9.78'
L26	N8°05'19"W	2.66'
L27	N8°05'19"W	35.06'
L28	N5°45'12"E	18.47'
L29	N10°36'36"W	37.87'
L30	N7°06'02"W	10.34'
L31	N7°06'02"W	9.05'
L32	N8°05'19"W	28.00'
L33	N10°23'50"E	8.64'
L34	N10°00'00"E	27.25'
L35	N4°05'23"W	10.92'
L36	N7°06'02"W	15.53'
L37	N8°05'19"W	4.14'
L38	N8°15'40"E	56.61'

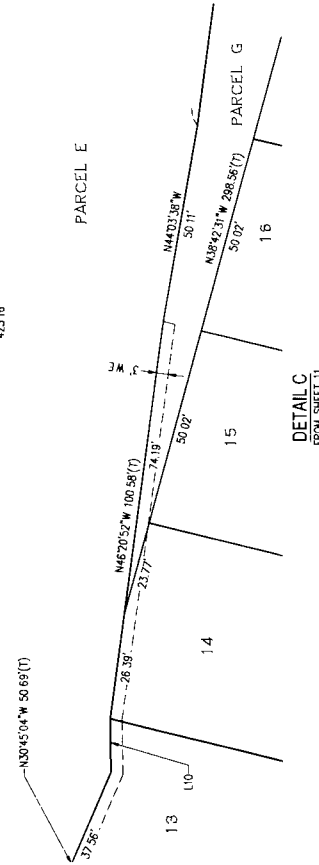
CURVE	RADIUS	DELTA	LENGTH
C1	87.00	639.21°	10.81'
C2	87.00	1526.05°	23.44'
C3	87.00	876.44°	12.82'
C4	65.50	3372.49°	37.97'
C5	65.50	3239.14°	37.33'
C6	65.50	3154.05°	36.47'
C7	65.50	2306.15°	26.41'
C8	65.50	1205.22°	138.18'
C9	87.00	1578.23°	23.24'
C10	842.00	002.26°	0.85'
C11	842.00	324.10°	50.01'
C12	842.00	324.10°	50.01'
C13	842.00	324.10°	50.01'
C14	842.00	324.10°	50.01'
C15	842.00	004.34°	1.12'
C16	87.00	1526.05°	23.44'
C17	65.50	1642.47°	19.11'
C18	65.50	3300.02°	37.73'
C19	65.50	3905.30°	44.69'
C20	65.50	2770.59°	30.90'
C21	65.50	1155.016°	132.43'
C22	87.00	1257.39°	19.68'
C23	87.00	228.26°	3.76'
C24	87.00	1526.05°	23.44'
C25	12.00	4341.56°	9.15'
C26	12.00	3877.51°	6.02'
C27	12.00	8159.46°	17.17'
C28	55.00	8942.21°	86.11'
C29	37.00	1438.09°	9.45'
C30	1000.00	121.10°	23.61'
C31	12.00	8458.08°	17.80'
C32	782.00	3300.02°	40.95'
C33	782.00	432.40°	62.03'
C34	782.00	431.15°	61.70'
C35	782.00	148.42°	24.73'
C36	12.00	9000.00°	18.85'
C37	12.00	7637.22°	15.94'

CURVE	RADIUS	DELTA	LENGTH
C38	12.00	9501.52°	19.90'
C39	87.00	1526.05°	23.44'
C40	65.50	7847.43°	90.08'
C41	65.50	4706.09°	53.85'
C42	87.00	1526.05°	23.44'
C43	570.00	535.31°	58.95'
C44	30.00	9351.36°	49.15'
C45	180.00	1422.27°	45.16'
C46	220.00	1499.01°	54.33'
C47	87.00	1526.05°	23.44'
C48	65.50	5456.47°	62.81'
C49	65.50	4613.24°	52.84'
C50	65.50	5492.1°	6.66'
C51	87.00	1526.05°	23.44'
C52	50.00	6726.34°	58.85'
C53	1095.00	304.05°	58.63'
C54	50.00	4615.55°	40.37'
C55	890.00	2532.3°	49.43'
C56	73.00	5248.00°	67.27'
C57	87.00	2315.22°	35.31'
C58	87.00	2315.22°	35.31'
C59	73.00	4033.94°	51.67'
C60	609.00	446.28°	50.75'
C61	50.00	6917.09°	60.46'
C62	200.00	431.38°	15.80'
C63	550.00	121.40°	13.07'
C64	100.00	717.08°	12.72'
C65	100.00	717.08°	12.72'
C66	250.00	444.47°	20.71'
C67	250.00	444.47°	20.71'
C68	12.00	8933.54°	18.76'

RADIAL BEARINGS	DIRECTION
(R1)	N81°04'40"W
(R2)	N65°31'24"W
(R3)	N36°18'35"W
(R4)	N33°29'21"W
(R5)	N28°14'43"E
(R6)	N51°20'58"E
(R7)	N49°42'45"E
(R8)	N51°04'01"E
(R9)	N84°04'04"E
(R10)	N56°50'26"W
(R11)	N29°48'27"W
(R12)	N42°46'07"W
(R13)	N60°40'37"W
(R14)	N34°21'14"E
(R15)	N55°31'55"E
(R16)	N65°13'24"E
(R17)	N34°21'14"E
(R18)	N88°16'02"E
(R19)	N44°28'35"W
(R20)	N38°38'14"W
(R21)	N85°00'34"W
(R22)	N47°13'05"E
(R23)	N38°02'35"E
(R24)	N38°53'46"E
(R25)	N45°32'18"W

## RIVER ISLANDS PARKWAY

N54°05'19"W 891.57(T)  
425.16'



DETAIL  
FROM SHEET 11

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## ITEM 4.22

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

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

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

---

#### **SUMMARY:**

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

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

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

**CITY MANAGER’S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**RIPFA CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT**

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

**BACKGROUND:**

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

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

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

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

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

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

**CITY MANAGER’S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**RIPFA CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT**

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

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

**REASON FOR RECOMMENDATION:**

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

**FISCAL IMPACT:**


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

**ATTACHMENTS:**

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

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
RIPFA CONSOLIDATED JOINT COMMUNITY FACILITIES AGREEMENT**

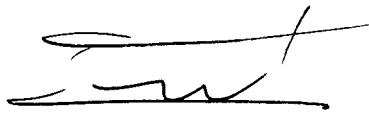
**APPROVALS:**

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

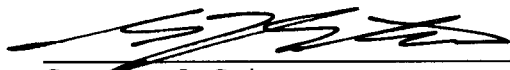
8/29/23  
\_\_\_\_\_  
Date

 FOR  
\_\_\_\_\_  
Brad Taylor  
City Engineer

8.31.2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-30-2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23  
\_\_\_\_\_  
Date

**RESOLUTION NO. 23 - \_\_\_\_\_**

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

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

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

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

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

**WHEREAS**, RIPFA and the City have entered into joint community facilities agreements with respect to the CFDs, currently including a Joint Community Facilities Agreement, dated November 16, 2015, relating to CFD 2015-1; a Joint Community Facilities Agreement, dated as of July 9, 2019, relating to CFD 2019-1; a Joint Community Facilities Agreement, dated as of May 10, 2021, relating to CFD 2020-1 and CFD 2021-1, a Joint Community Facilities Agreement, dated as of June 13, 2022, relating to CFD

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

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

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

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

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

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

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



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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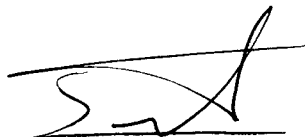
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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Teresa Vargas, City Clerk



---

Salvador Navarrete, City Attorney

**CONSOLIDATED  
JOINT COMMUNITY FACILITIES AGREEMENT –  
CITY OF LATHROP**

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

*RECITALS:*

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

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

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

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

WHEREAS, the Participating Agency owns some of the Improvements that have been conveyed to and accepted by the Participating Agency, and the parties hereto expect that the Participating Agency in the future will own some of the other Improvements if they comply with the standards, and have been completed to the satisfaction, of the Participating Agency, and

certain other of the Improvements are owned or will be owned but not maintained by the Participating Agency as indicated on Exhibit A; and

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

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

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

#### *A G R E E M E N T :*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

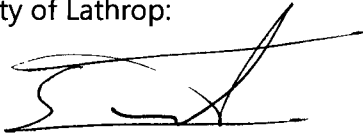
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

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

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

By: \_\_\_\_\_  
Sonny Dhaliwal, Mayor

Approved as to form for the  
City of Lathrop:



\_\_\_\_\_  
Salvador Navarrete, City Attorney

Attest:  
  
\_\_\_\_\_  
Teresa Vargas, City Clerk

RIVER ISLANDS PUBLIC FINANCING  
AUTHORITY (the "Authority")

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

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

18016.54:J19000

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

## EXHIBIT A

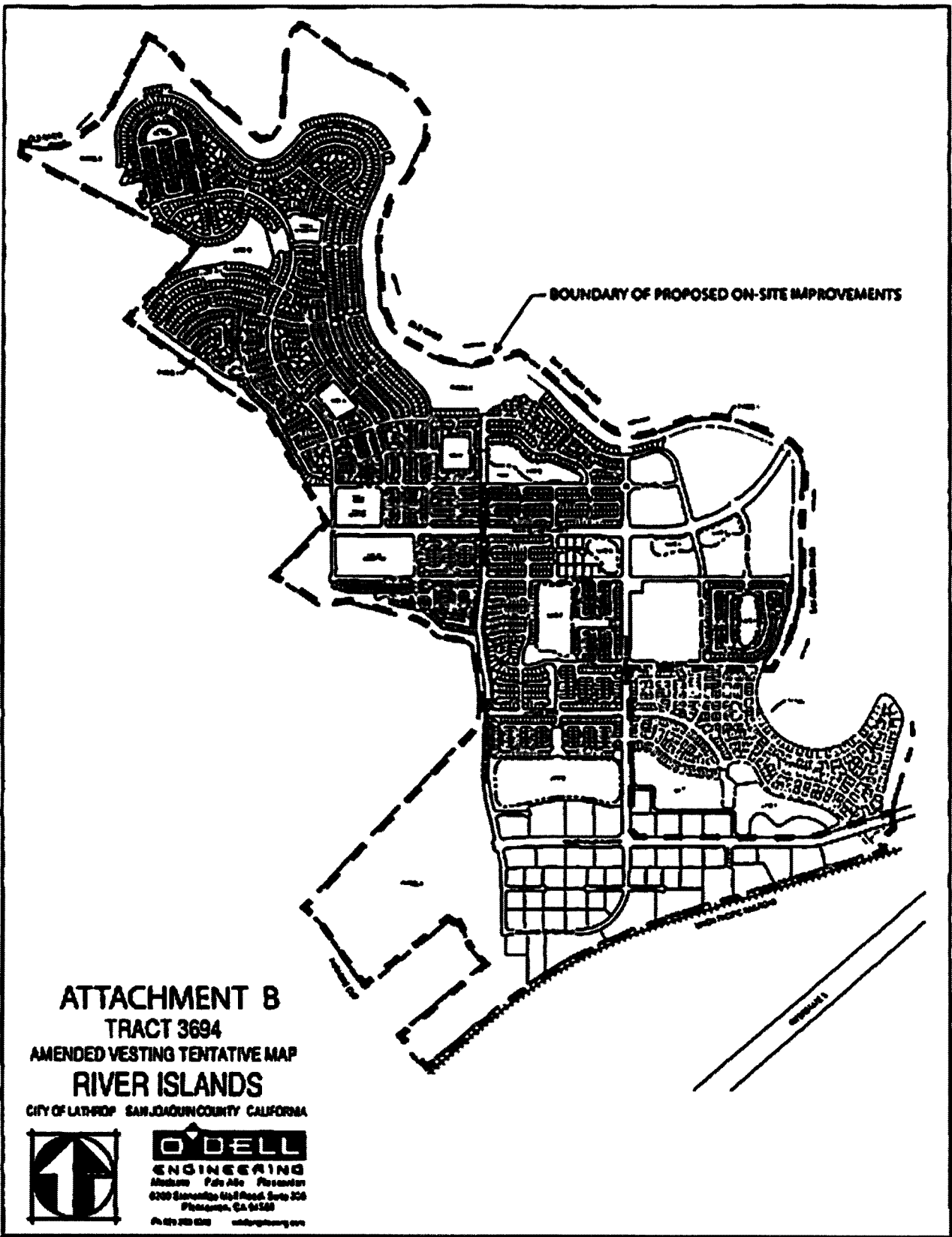
### DESCRIPTION OF THE IMPROVEMENTS TO BE OWNED AND OPERATED BY THE PARTICIPATING AGENCY

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

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

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





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## ITEM 4.23

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

**ITEM:** APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN

**RECOMMENDATION:** Adopt a Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan

**CEQA STATUS:** The Proposed Project Falls Within the Scope of the Previously Certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027) for the River Islands at Lathrop Phase Two Project; therefore, No Further Environmental Review is Required in Accordance with the California Environmental Quality Act

---

#### **SUMMARY:**

The Parks and Recreation Commission approved the revised River Islands Phase Two Parks and Open Space Master Plan at the Parks and Recreation Commission Regular Meeting that was held on August 3, 2023. The Parks and Recreation Commission and City staff recommends the City Council adopt a Resolution to approve the revised River Islands Phase Two Parks and Open Space Master Plan to be aligned with the recent changes to Vesting Tentative Map No. VTM 6716. The Woodlands East District was recently modified which rearranged the street layout, lot configurations, and location and size of neighborhood parks N5 and N7, which increased the total Neighborhood Park acreage by 5 acres.

#### **BACKGROUND:**

The Parks Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development. The park locations along the river provide opportunities to experience the river in multiple ways. Open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation. Several types of sports fields are included as well as ample opportunities to enjoy nature and the water's edge. Pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community. Varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running.

In June of 2021, the City approved the River Islands Phase Two Parks & Open Space Master Plan for the River Islands Modified Phase Two Project. A total of 230.29 acres in the River Islands Modified Phase Two area are devoted to a variety of parks.

**CITY MANAGER REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN**

The parks, in and around the developed areas, include Neighborhood Parks, Community Parks, Linear Parks (trails), and Pocket Parks. There are also over 272 acres of other open space areas, including levees, drainage swales and protected wetlands.

In May of 2022, the City of Lathrop’s Community Development Director approved a Substantial Conformance request from River Islands for the Woodlands East District. The application for Substantial Conformance with VTM 6716 was submitted to include various modifications to the road alignments, lot size, and for the two Neighborhood Parks N5 and N7 to be increased in acreage from 5.39 to 7.8 and 5.12 to 5.4, respectively. This modification increased the total Neighborhood Park acreage of the development by 5 acres and also increased the size of lake L14. Substantial Conformance findings are required to be made pursuant to Condition of Approval #36 of VTM 6716 when modifications are made to the Vesting Tentative Map. The proposed revised Parks Master Plan will account for the increase in neighborhood park acreages.

Additionally, pursuant to Condition of Approval #118 of VTM 6716, the Phase Two Parks and Open Space Master Plan needs to be consistent with the Quimby Act for required park acreage. Pursuant to the Quimby Act, the project is required to provide approximately 161 acres of neighborhood and community parks. The revised Phase Two Parks and Open Space Master Plan shows compliance with the Quimby Act by providing approximately 167 acres of parkland total.

**CEQA REVIEW**

Environmental review for the River Islands project as a whole was completed in the certified Subsequent Environmental Impact Report (SEIR) for the River Islands at Lathrop Phase Two Project (State Clearinghouse No. 1993112027). The SEIR considered the full range of potential environmental effects of urban development of the entire River Islands Project, including planned parks and open space for the Project.

The project would not produce any new significant environmental impacts, and no new mitigation measures are required. The SEIR specified the mitigation measures needed to reduce potentially significant environmental effects of the River Islands project to a less than significant level. The project is required to conform to these mitigation measures.

**RECOMMENDATION:**

Adopt a Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan.

**CITY MANAGER REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN**

**PAGE 3**

**FISCAL IMPACT:**

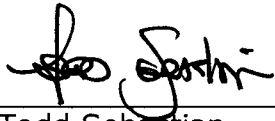
No fiscal impact.

**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop Approving the Revised River Islands Phase Two Parks and Open Space Master Plan
- B. Parks and Recreation Commission Recommendation for City Council to Approve the River Islands Phase Two Parks and Open Space Master Plan
- C. River Islands Phase Two Parks and Open Space Master Plan
- D. Findings of Substantial Conformance with Vesting Tentative Map 6716 dated May 5, 2022

**CITY MANAGER REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN**

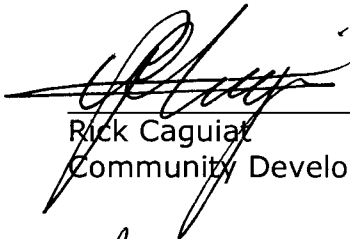
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Parks, Recreation, and Maintenance Services Director

8/25/23

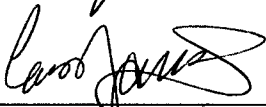
\_\_\_\_\_  
Date



\_\_\_\_\_  
Rick Caguia  
Community Development Director

8/31/2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Cari James  
Finance Director

8/31/2023

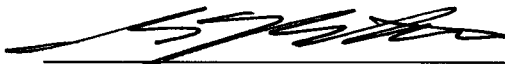
\_\_\_\_\_  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8-30-2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23

\_\_\_\_\_  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN**

**WHEREAS**, the Parks and Open Space Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development; and

**WHEREAS**, the request is to amend the River Islands Phase Two Parks Master Plan to be aligned with recent changes to Vesting Tentative Map No. VTM 6716; and

**WHEREAS**, Neighborhood Parks N5 and N7 increased in acreage from 5.39 to 7.8 and 5.12 to 5.4, respectively; and

**WHEREAS**, various parks located along Paradise Cut, Old River and San Joaquin River provides residents the opportunities to experience the river in multiple ways; and

**WHEREAS**, the open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation; and

**WHEREAS**, several types of sports fields are included as well as ample opportunities to enjoy nature and the water's edge; and

**WHEREAS**, pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community; and

**WHEREAS**, varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running; and

**WHEREAS**, community and neighborhood park acreages for Phase Two were used to calculate and meet the State's minimum parkland dedication requirements; and

**WHEREAS**, neighborhood parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 population; and

**WHEREAS**, environmental review for the River Islands project as a whole was completed in the certified Subsequent Environmental Impact Report (SEIR) for the River Islands at Lathrop Phase Two Project (State Clearinghouse No. 1993112027). The SEIR considered the full range of potential environmental effects of urban development of the entire River Islands Project, including planned parks and open space for the Project.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the Revised River Islands Phase Two Parks and Open Space Master Plan.



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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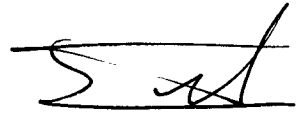
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Teresa Vargas  
City Clerk



---

Salvador Navarrete  
City Attorney

**CITY OF LATHROP  
PARKS AND RECREATION COMMISSION REGULAR MEETING  
THURSDAY, AUGUST 3, 2023, 6:00P.M.  
COUNCIL CHAMBERS, CITY HALL  
390 TOWNE CENTRE DRIVE  
LATHROP, CALIFORNIA 95330**

**MINUTES**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER – Parks and Recreation Commissioner Chair Zien called the meeting to order at 6:06 p.m.
- 1.2 ROLL CALL Present: Chair Zien, Vice-Chair Hopping, Commissioners Smith, Datoc, Sandhu
- 1.3 PLEDGE OF ALLEGIANCE – Chair Zien led the Pledge of Allegiance
- 1.4 ANNOUNCEMENT(S) BY CHAIR OR DIRECTOR - None

**2. PRESENTATIONS**

2.1 PARKS, RECREATION AND MAINTENANCE SERVICES UPDATE

Parks, Recreation and Maintenance Services Director Todd Sebastian reported the following update:

- *Recreation Special Events Update*  
Gave an overview on recent past events including the “Lathrop Birthday Celebration”, “Movies in the Park”, and “Concerts in the Park” which all saw an increase in attendance. Stanford Crossing and the Lathrop Food Plaza were partners for the “Lathrop Birthday Celebration”. Under counter organic waste bins were handed out during the event to all attendees. Upcoming Special Events include “Family Fun Night” on August 11<sup>th</sup>, “Touch a Truck” on September 9<sup>th</sup>, “Comedy Under the Stars” on September 15<sup>th</sup> and “Trunk or Treat” on October 21<sup>st</sup>.
- *Recreation Programs Update*  
Gave an overview on past and upcoming recreation programs. Camp Lathrop and Future Leaders Summer Camp is ending this week and both programs were full. There is a teen Welcome Back Party at the Generations Center on August 18<sup>th</sup>. The popular Senior Summer Camp is returning on August 9<sup>th</sup> where seniors will have an afternoon full of games, songs, water play and more. The 2023 Resource Fair will take place on September 26<sup>th</sup> with 30-35 vendors that can provide resources to the senior

community. Sports is wrapping up the Junior Giants program this weekend with over 300 participants. NFL Flag Football is accepting registration now for ages 5-13. This is a co-ed program.

- *Park Grand Openings*  
On Saturday, July 15<sup>th</sup> there was a tour for three park grand openings: Lions Park, River Park North and Rotary Park. Lions Park is near completion and will be open soon.
- *Parks*  
Milestone Manor Park Revitalization project is underway and should be completed later this this fall. The park will be getting a children's play area, BBQ's, picnic tables, a walking bridge, a perimeter fence and more. There was a grant awarded for this project for \$192,620. The City-standard park furniture and signs have arrived and have been installed in several parks. The installation will continue in parks citywide.

### **3. CITIZEN'S FORUM - None**

Persons who wish to speak to the Commission regarding an item that is not on today's agenda may do so at this time. All public comment must be made in compliance with the Lathrop City Council Handbook of Rules & Procedures.

### **4. CONSENT CALENDAR**

Items on the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the Chair, Co-Chair, or citizen so requests, in which event the item will be removed from the Consent Calendar and considered separately.

#### **4.1 APPROVAL OF MINUTES FOR THE PARKS AND RECREATION COMMISSION REGULAR MEETING ON FEBRUARY 2, 2023 AND THE SPECIAL MEETING ON MARCH 23, 2023.**

On a motion made by Chair Zien, seconded by Vice-Chair Hopping, the Parks and Recreation Commission accepted the February 2, 2023 Regular Meeting Minutes and the March 23, 2023 Special Meeting Minutes.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu  
Noes: None  
Absent: None  
Abstain: None  
Motion Carries: 5-0-0-0

## 5. SCHEDULED ITEMS

### 5.1 REVIEW AND RECOMMEND COUNCIL APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN

Parks, Recreation and Maintenance Services Director Todd Sebastian introduced Principal Landscape Architect for O'Dell Engineering Chad Kennedy and River Islands, LLC. Representative Ramon Batista. Parks, Recreation and Maintenance Services Director Todd Sebastian gave a presentation regarding the Revised River Islands Phase Two Parks and Open Space Master Plan.

On a motion made by Chair Zien, seconded by Commissioner Sandhu, the Parks and Recreation Commission recommends the approval of the Revised River Islands Phase Two Parks and Open Space Master Plan.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu  
Noes: None  
Absent: None  
Abstain: None  
Motion Carries: 5-0-0-0

### 5.2 REVIEW AND RECOMMEND COUNCIL APPROVAL OF THE LATHROP LIONS CLUB REQUEST FOR A FEE WAIVER

Parks, Recreation and Maintenance Services Director Todd Sebastian presented the Facility Fee Waiver that was submitted by the Lathrop Lions Club for the use of the Valverde Park Picnic Shelter on Saturday, October 21, 2023 for a Breast Cancer Walk. They will be partnering with the Police Officers Association. The total amount of the fee waiver request is \$85.

On a motion made by Chair Zien, seconded by Vice-Chair Hopping, the Parks and Recreation Commission recommends the approval of the Lathrop Lions Club Fee Waiver.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu  
Noes: None  
Absent: None  
Abstain: None  
Motion Carries: 5-0-0-0

## 6. COMMISSION COMMUNICATIONS

Commissioner Smith reported posts he has seen recently on some River Islands Facebook pages about children not having access to water in the parks.

Parks, Recreation and Maintenance Services Director Todd Sebastian reported that the parks do have drinking fountains available for the public to use.

Parks, Recreation and Maintenance Services Director Todd Sebastian asked the Commissioners if they are interested in getting new Commission shirts. Commissioners answered yes. Staff will be sending out examples for the Commissioners to select which style and color they would prefer.

- 7. ADJOURNMENT** – There being no further business, Chair Zien adjourned the meeting at 6:28 p.m.

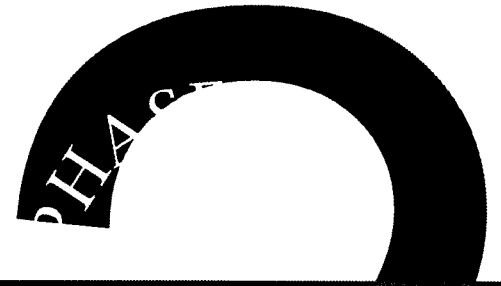
*Todd Sebastian*

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Todd Sebastian  
Director – Parks, Recreation & Maintenance Services



# RIVER ISLANDS PARKS & OPEN SPACE MASTER PLAN



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# **RIVER ISLANDS Phase 2 Parks & Open Space Master Plan**

08.02.2023  
AMENDMENT

Prepared for:  
River Islands at Lathrop  
73 W. Stewart Road  
Lathrop, California 95330  
(209) 879 - 7900

Prepared by:  
O'Dell Engineering  
1165 Scenic Drive, Suite A  
Modesto, CA 95350  
(209) 571-1765





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**CHAPTER 1**  
**INTRODUCTION**

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## INTRODUCTION

The Parks Master Plan lays out a network of neighborhood and community parks, trails, and paseos for River Islands Phase 2 development. In addition, this Master Plan will continue to highlight the relationship between the community and the surrounding river system by providing opportunities to experience the river in multiple ways. The park system celebrates its location along the rivers and offers a variety of recreational amenities for the community to interact with this amazing natural resource. Locations of parks and open spaces ensure that recreational amenities are accessible to all community members. Pedestrian and bicycle connections are laid out to facilitate safe non-vehicular circulation between the community and park sites.

### 1.1 PURPOSE OF DOCUMENT

The Phase 2 Parks Master Plan will provide inventory, assessment and recommendations regarding River Islands park and open space network. This master plan builds upon the 2015 Phase 1 Parks and Open Space Master Plan, as well as the Phase 1A-2B Neighborhood Development Plans, and continues to provide a system of valuable community assets and recreational opportunities throughout the development.

### 1.2 ROLE OF PARKS AND OPEN SPACE

Parks and open spaces are invaluable parts of a vibrant community. Studies continue to demonstrate the benefits of public parks for individual and community health. An investment in expanding parks and open space amenities can ensure the long-term health of both individuals and the community. As a new waterfront master-planned community, River Islands strives to provide residents an idyllic lifestyle through the expansion of recreational and environmental services. Opportunities to foster community and sense of place may be created through recreational programming, and incorporating historical themes throughout the design.



### 1.3 PARKS MASTER PLAN OVERVIEW

#### Chapter 1: Introduction

This chapter introduces the purpose of the Master Plan, and reviews the process of preparation of the Parks Master Plan.

#### Chapter 2: Project Context

This chapter includes a survey of existing parks and open space that were previously laid out in Phase 1 Parks Master Plan and the Neighborhood Development Plan.

#### Chapter 3: Phase 2 Park System Guidelines

This chapter provides a review of best practices associated with design and construction of future parks and recreational facilities.

#### Chapter 4: Proposed Parks Master Plan And Parks Concepts

This chapter includes an overview of the Proposed Parks Master Plan, preliminary park design concepts, as well as recommendation of future parks and recreational facilities.



# Chapter 2

## PROJECT CONTEXT



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The content of this section covers existing parks and open space amenities that were laid out in the River Islands Phase 1 Master Parks and Open Space Plan and have either been developed or are in various phases of development.

### 2.1 CONTEXT

The City of Lathrop is located in the northern half of California’s Central Valley west of the San Joaquin River. It is approximately 70 miles east of San Francisco and within a 30 minute commute of many central valley and East Bay cities (Tracy, Manteca, Stockton, Lodi, Modesto, Livermore, and Pleasanton). The 23-square-mile city is at the intersection of I-5 and SR 120 freeways. It is part of the lowland region with elevations close to sea level and has natural runoff into the adjacent San Joaquin River.

Based on 2019 information from the U.S. Census Bureau, the estimated current population is 24,483. About 45% of the city population is Caucasian, 26% is of Asian descent, and 6.6% are African Americans. Lathrop has a population density of 1,242, people per square mile, with a population growth rate of about 2.8% annually. The median household income is \$82,658 with a poverty rate of 10.9%. Approximately 78.6% of the population age 25 or above have obtained a high school degree or higher.

The City of Lathrop boasts an inventory of approximately 84 acres of parks and open space and 18 park and recreation facilities together comprising a growing, robust parks system. Current recreational amenities range from athletic fields and courts, a skate park, an amphitheater, playgrounds, outdoor fitness equipment, dog parks, and other recreational amenities, such as open space, pedestrian paths, and picnic facilities. The City runs programs out of a Community Center, Generations Center, and Senior Center facilities. The City of Lathrop currently provides recreational programs for youth, adults, and seniors including summer camps, kid’s clubs, exercise classes, sports lessons, craft classes, etc., and hosts many community events throughout the year from weekly Zumba classes to a tree lighting ceremony in December.

### 2.2 PHASE 1 EXISTING FACILITIES

Condition 116 of Vesting Tentative Map 3694 required a minimum number and size (in acres) of various recreational facilities for the Phase 1 River Islands development. Parks that were designed and built as a part of Phase 1 development include elements required by Condition 116. A list of the require facilities is listed in Table 2.1 for reference.

Other related community scale facilities are planned for inclusion within the phase 1 area.

TABLE 2.1 - PHASE 1 MINIMUM FACILITY REQUIREMENTS-CONDITION 116

DESIGN ELEMENT	POPULATION STANDARD	ACREAGE GUIDELINES
Basketball Courts	1 per 3,750 residents	0.7 acres per court
Tennis Courts	1 per 3,750 residents	0.2 acres per court
Volleyball Courts	1 per 5,000 residents	0.2 acres per court
Baseball Diamonds	1 per 15,000 residents	3.0 acres per field
Lighted Diamonds	1 per 15,000 residents	3.0 acres per field
Softball Diamonds	1 per 2,500 residents	2.3 acres per field
Lighted Diamonds	1 per 15,000 residents	2.3 acres per field
Football Fields	1 per 10,000 residents	1.5 acres per field
Soccer Fields		
Adult	1 per 5,000 residents	2.2 acres per field
Youth	1 per 3,000 residents	1.3 acres per field
Multi-Play Courts	1 per 10,000 residents	0.46 acres per court
Public Swimming Pool	1 per 20,000 residents	1.5 acres per pool

## 2.3 EXISTING PARKS AND OPEN SPACES

River Islands parks and open space can be classified into several categories that indicate size and amenities provided. The following list is color-coded to indicate the type of park. The same color-coding is used in the following inventory sheets to enable quick identification of park type. As can be seen in the Phase 1 Parks Master Plan, only some of these facilities are intended to satisfy Quimby Act requirements.

Phase one includes approximately 85 acres of Quimby Act qualified parks and open space. As phase 1 is not completely built out to date, these spaces are at various levels of completion and planning. Table 2.2 has been provided to clarify the typology of the open spaces, Quimby Act status, and level of completion. Phase 1 also includes privately maintained and operated facilities that service the needs of the community such as Islander's Field, and Sunset Point/ the Boathouse.

TABLE 2.2 - PHASE 1 PARKS & OPEN SPACE

<b>PHASE 1 PARKS &amp; OPEN SPACE DESIGNATIONS &amp; STATUS</b>			
<b>PARK #</b>	<b>Park Name</b>	<b>Quimby Act Designated</b>	<b>Completion Status</b>
C1	Lathrop Landing Community Park	Yes	Early Planning
C2	Champion Fields Community Park	Yes	Bidding
C3	STEAM Academy Community Park	Yes	Construction
C4	Levee Trail	Yes	
<b>NEIGHBORHOOD PARK - (APPROX. 26 ACRES)</b>			
N1	Michael Vega park	Yes	Completed
N2	Somerston Park	Yes	Completed
N3	Reflections Park	Yes	Completed
N4	Crystal Cove Park	Yes	Completed
N6	Summer House Park	Yes	Completed
N7	Tidewater Park	Yes	Completed
N8	Old River Neighborhood Park	Yes	Construction Document Phase
N9	Nototomne Park	Yes	Construction Document Phase
<b>POCKET PARK - (APPROX. 32 ACRES)</b>			
P1-P49	n/a	No	Varies (planning-completed)
<b>WATER RELATED OPEN SPACE - (APPROX. 9 ACRES)</b>			
W1&W2	n/a	No	Completed
<b>GENERAL OPEN SPACE - (APPROX. 33 ACRES)</b>			
n/a	n/a	No	Varies (planning-completed)

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**Chapter 3**  
**PHASE 2 PARK SYSTEM GUIDELINES**



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## PHASE 2 PARK SYSTEM GUIDELINES

The following chapter provides a review of parks and recreation guidelines and planning as they pertain to this phase of development at River Islands. This chapter reviews standards and trends in parks and recreation usage, design guidelines, and sustainable practice which will inform a basis of design for the master planning of this park system.

### 3.1 TRENDS IN PARKS

#### Health Trends

In its "Healthy Parks Healthy People" guide, the National Park Service specifically mentions that connection to local parks will help children "lead healthier, happier, more fulfilled lives" in addition to connecting them to natural resources. Efforts such as these by the National Park Service and others by the State and local entities have made the dialogue surrounding health and parks mainstream. It is now widely acknowledged that increasing exposure to nature and exercise encourages physical and mental health for users of all ages. River Islands enthusiastically integrates this concept into its development by encouraging recreation throughout all aspects of the development. Best practices for parks and recreation development include maximizing opportunities to engage users in creative forms of exercise. The focus must be on engaging the entire community to participate more actively in parks and recreation. Parents and grandparents engaged in active pursuits will likely encourage the same values and habits in children and youth. Communities with varying demographics must feel comfortable using their public parks and recreation system. Existing cultural and hobby-related community groups provide a desire to participate in a number of activities such as little leagues, futbol clubs, etc.

Current trends show an increase in including opportunities for community gardens. The positive impact of gardening is far-reaching and proves to be beneficial for all members in the community. Community gardens support a sense of community pride and build connections amongst neighbors. They provide the opportunity for people of different cultures to share and build upon cultural connections from farming to food.

#### Level of Service

National Parks and Recreation organizations, including the National Recreation and Park Association, began to scale back from issuing national standards for facilities level of service per population about twenty years ago. Rather it was deemed appropriate that level-of-service standards should be determined by individual municipalities and tailored to the unique needs of each city. Since the 1975 Quimby Act (California Government Code §66477) was passed, cities and counties in the state of California have had the power to establish land dedication ordinances and require that developers contribute in one of several ways to dedicating land for park improvements. Quimby Act standards include dedication of 3-5 acres per 1,000 residents in a given jurisdiction to ensure adequate park land is developed along with housing construction. While five acres does not constitute a maximum allowable park acreage, it does represent in the Quimby Act the maximum park acreage per 1,000 residents that may be required for developers. The City of Lathrop has further defined these acreages by requiring three (3) acres of Community Park per 1,000 residents and two (2) acres of Neighborhood Park per 1,000 residents. Per the City's General Plan, minimum acreages apply to the sizes of individual community and neighborhood parks. The minimum size for a community park is 15 acres, the minimum size for a neighborhood park is 4 acres.



## 3.2 PARK DESIGN GUIDELINES

Each park, regardless of size, provides varying unique services to target user groups. The following section categorizes parks by size and summarizes the types of amenities typical of each park typology. For clarity and consistency, these categories reflect those found in the Phase 1 Parks Master Plan and the Neighborhood Development Plan: Community Park, Neighborhood Park, Pocket Park, and Linear Parks. The following typology sections provide an overview of each type of park within the River Islands park and open space system and include typical features which may be appropriate for the separate categories.

### Recreation Goals

River Islands echoes the recreational goals of the City of Lathrop by embracing the following:

- Provisions for diverse recreational spaces and opportunities that can support music, dance, arts and crafts, sports, drama, nature study, games, special events, and educational learning activities;
- provisions for opportunities regardless of an individual's age, religion, ethnic background, economic status, sex, or level of abilities;
- opportunities for fostering of leadership skills in the community through safe outdoor environments that allow for social interaction, creative expressions, and community involvement;
- options for year-round engagement in active and passive recreation whether programmed or not;
- and, education of the community on how to recreate in positive and community building ways.

### Community Parks

Community parks often incorporate a variety of recreational programming to provide active and passive recreational opportunities for all. Most residents should be able to access a community park within ½ to 1 mile from their home. An ideal Community Park connects residents to outdoor recreation options, fosters public growth and establishes collective identity. Per the City of Lathrop, community parks are primarily intended to serve the needs of organized sports and active recreation.

Community Parks are recommended for development on land greater than fifteen (15) acres; exceptions to the this are acceptable but require approval from the City. The service area for Community Parks is measured as ½ mile from the boundaries of the park, approximately 10-20 minute walk for pedestrians.

Typical features include those found in a Neighborhood Park (see Neighborhood Parks description) with the addition of any number of other features. These may include sports fields (lighted and unlighted depending on programming), sport courts, concession stands, restrooms, and amphitheater or performing arts facilities, nature education opportunities, splash pads or other water-play features, dog parks, and fitness courses. The design may also include areas for specialty athletics and recreation. Each design will attempt to provide the highest level of accessibility and safety possible for the benefit of the community and the for the park's continued success.

Unique to River Islands, community park space also includes miles of non-motorized levee trails that circle the development providing safe access to anywhere within the development. These parks are located near schools to maximize recreational space and programming. These open spaces may also include storm water quality features and facilities accessory to the park.

On-site parking facilities are important within community parks to service patron heavy activities that typically occur in these parks. During the design phases of each community park, the necessary number of parking stalls to accommodate users will be identified based on specific park amenities included in the design. The number of parking stalls will vary at each park site.

### Neighborhood Parks

Neighborhood parks serve as an extended back yard for local residents and provide both passive and active recreation opportunities. An ideal Neighborhood Park connects residents to outdoor recreation and increases residents' sense of ownership of their own community. Neighborhood parks are generally a minimum of four acres and are recommended for new neighborhoods as amenities that may be accessed within a 5-10 minute walk.

Neighborhood Parks are recommended for development on land greater than four (4) acres. The design of each park will take into

consideration the unique needs and demographics of the neighborhood within which it is placed. Each design will attempt to provide the highest level of accessibility and safety possible for the benefit of the community and the for the park's continued success. Parks should be as centrally located as possible within new developments, and not located along high speed roads.

Neighborhood Parks typically include a mixture of active and passive recreational opportunities and more variety of amenities than pocket parks. Playground structures, fitness equipment, and shaded benches and/or table are typical. BBQ facilities may be appropriate, and provision of waste stations (trash, recycling, and dog waste) will help support maintaining a clean neighborhood. Fenced dog parks located within neighborhood parks are designed to serve communities within the immediate neighborhood vicinity. The dog parks should be strategically located near levee access points to encourage pedestrian use between parks and levee trail. Open lawn areas large enough to provide spaces for youth team sport practices are encouraged. Sports courts are also appropriate and maybe include bocce, horseshoes, volleyball, basketball, or multi-sport courts.

#### Pocket Parks

Pocket Parks are geared toward serving residents within the immediate adjacent neighborhood. The standard measurement to determine park service coverage is measured as a quarter-mile radius from the park border, which is roughly a 5-10 minute walk. The park design should consider the unique needs and the demographics within its service radius. Each design should attempt to provide the highest level of accessibility and safety possible for the benefit of the community and for the parks continued success. Parks will be as centrally located as possible within new developments, and not located along high speed roads.

Pocket parks typically include a mixture of active and passive recreational opportunities. These are essentially extended "backyards" of the neighborhood and so provide play opportunities as well as social space for residents. Typical features include, fitness equipment, shaded benches, and tables. BBQ facilities may be appropriate, and provision of waste stations (trash, recycling, and dog waste) will help support maintaining a clean neighborhood amenity. Pocket Parks may also support community garden initiatives. Pocket parks do not qualify for Quimby Act credit.

#### Linear Parks

Linear parks can be designed for multiple functions and purposes. They may function to connect park spaces with safe non-motorized paths that can be used by individuals and families to navigate the network of trails and parks while avoiding automobile traffic. They may be a combined vehicle and pedestrian parkway, they may even act as a buffer between residential and commercial areas, or combine storm water conveyance infrastructure with non-motorized trails. In general, these trails also encourage pedestrian movement throughout the community while improving visibility and increasing observant "eyes" on the community.

Linear parks typically include a mixture of active and passive recreational opportunities, but with less amenities than neighborhood parks. Typical features include fitness equipment, benches, and tables. Linear parks do not qualify for Quimby Act credit.

### 3.3 SUSTAINABILITY

There is a common misconception that sustainable building alternatives are inherently more expensive than traditional planning and building practices. In a 2009 survey by the National Recreation and Park Association, Parks and Recreation leaders noted concerns about keeping up with funding environmental improvements while struggling with budget cuts and reductions in water supply. Fortunately, water-saving technology and practices have improved such that conforming with state-mandated water usage restrictions is now widely achievable across even the most arid parts of California. Integration of modern irrigation equipment and selection of low-water using plant material will save funds on irrigation water for its parks as well as demonstrate to residents the accessibility of low water using landscapes.



Sustainability practices are being incorporated into all River Islands parks development. Best practice guidelines outlining the potential strategies that should be included are listed below.

- Implement Low Impact Development (LID) stormwater management technology into designs. Vegetated swales capture all water on site and clean it prior to discharging it into the many lakes within the community. The lake water is then used to irrigate the many public open spaces.
- Install hardy, native and adapted plant varieties, avoiding invasive or water-intensive plant varieties.
- Recycled water is being used with all irrigation systems to the maximum extent feasible.
- Central control irrigation system controllers utilizing weather-based sensors, flow sensors, master valves, and point source irrigation help to minimize over-watering and avoid catastrophic losses of water due to breaks and vandalism.
- Consider incorporating community gardens to foster community ownership of park space and educate the public about food security.

### 3.4 SAFETY AND SECURITY

The most important aspect of monitoring and providing safe parks and open space is maintaining an existing partnership with municipal law enforcement. Law enforcement agencies provide “boots on the ground” throughout parks and open space assets, and are therefore uniquely able to advise on the unique needs and proven methods for various locations. Parks will be designed with security in mind. Similarly, surveillance cameras located in particularly problematic areas may be the best option for certain locations. A variety of wireless, cloud-based security camera technology is currently available to streamline installation and monitoring of the equipment. Local law enforcement feedback will be central to any decisions related to security at public parks.

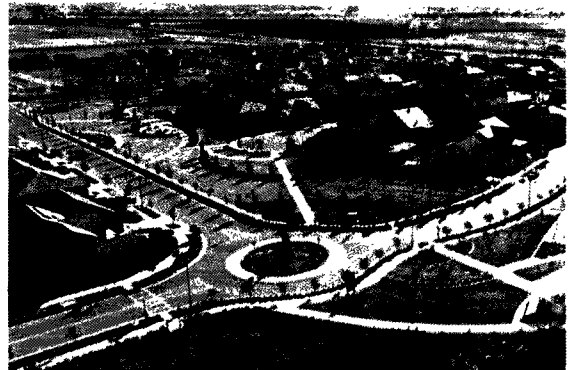


The most widely recognized set of best practice standards relating to safety in parks are Crime Prevention Through Environmental Design (CPTED) principles include:

#### Natural Surveillance

The overall goal of CPTED is the idea that a person will be less likely to commit a crime if there is risk of being seen. This principle encourages “see and be seen” quality in public spaces.

- New parks will, when feasible be designed such that there are buildings or roads fronting all sides of the park for maximum surveillance.
- Where feasible homes and businesses should face toward the park.
- Design and maintain safe pedestrian routes to the park and clear lines of sight from these routes into major activity zones within the park.
- Encourage neighbors to keep an eye on the park by keeping nighttime lighting pleasant and non-obtrusive and by enforcing hours or park usage to avoid nuisances that could cause neighbors to close doors and windows facing the park.
- Where feasible use pleasant, dimmer lighting rather than bright, blinding lighting to avoid creating the excessively dark areas that form just outside the reach of the bright lights.
- Security cameras may be installed on a case-by-case basis as deterrent to crime and vandalism.
- Where feasible, use of motion sensor lighting to alert others when movement in the park is registered.



This CPTED principle encourages use of creative access control using pathway alignment, landscape/ topographic features, signage or other features to direct the flow of user traffic, rather than traditional but intimidating mechanisms such as fences and wire.

- Avoid using control mechanisms such as barbed wire fences. This aesthetic supports the perception that the facility is dangerous.
- A combination of eyes-on-the-park, sufficient lighting and patrolling, and other measures may be used where possible.
- Incorporate clear, bilingual signage at the major pedestrian entrance(s) to the park. This signage may include information about park hours, maintenance/littering, and emergency contact information.
- Avoid landscape features that create blind spots and prevent adequate surveillance.
- Select plant materials to groundcover height (less than 2') and maintain tree canopies to a minimum of 6' above ground level. Keeping the 2'-6' visual range open will increase surveillance capabilities and reduce perceptions of possible criminal activity areas.

### Territorial Reinforcement

Use of visual cues, such as consistent types of pavement, plant materials, or signage to encourage specific usage of park space and to delineate public/private divisions is an important part of CPTED. In the case of public parks, this territorial reinforcement will:

- Encourage community ownership of and presence at parks.
- Use varied plant materials to encourage activity in some areas and to discourage unwanted activities.
- Support the formation of community service group adoption and maintenance programs.

### Maintenance

Maintenance is of high importance of CPTED safety guidelines. Consider the "broken window" theory, which is the theory that poorly maintained properties will breed criminal activity. Well-maintained places indicate that there is regular human presence which monitors the site and that the community cares about that park, which can deter criminals and deviants from that space. River Islands is dedicated to consistent maintenance practices:

- Dedicated maintenance staff to low-hanging maintenance needs, including regular clean-up of litter and graffiti.
- Adequate staff and funding to maintain and prune trees and shrubs. This is important in order to keep the trees healthy and make the parks safer and cleaner without excess dead landscape material.
- Scheduled periodic repairs of site amenities such as benches, tables, playground equipment, barbeque's and garbage receptacles.
- Scheduled regular maintenance of ball field surfaces where the field is "closed" to repair and replace turf/ clay as needed.
- Regular interaction with City staff who interact with scheduled user groups. Coordinate with City Staff as well.
- Staffing of enough maintenance personnel to visit each park on a regular rotation.
- Determined maintenance schedules based upon regular review of park needs with maintenance staff.
- Outcome-based maintenance standards for landscape maintenance. Outcome-based standards emphasize "expected end result" maintenance standards.

## 3.5 NON-MOTORIZED CIRCULATION

Safe pedestrian and bicyclist connections, linking parks, open spaces, and schools throughout the community is a priority. To this end, a complex non-motorized circulation system has been developed to accomplish this goal. The circulation typology (as reflected in Figure 4.5 - Phase 2 Circulation Map) consists of elevated (levee) trails, classes 1, 2 & 3 bicycle lanes, pedestrian trails, and pedestrian connections. Also included as Figure 4.6 (Phase 2 Safe Routes To Schools) is a highlight of the routes which may be used by children to walk or bike to school safely. These typology designations are described below.

### Elevated (Levee) Trails

Phase 2 elevated trails are designed to encircle the development following the levees that protect the development from flood events. They are designed for pedestrians, bicyclists, and equestrian riders. They are also designed for maximum safety by avoiding conflicts with automobile traffic. The trail cross section is 40' wide, with 30' designed for recreational use. The 30' is intended to include a 12' wide paved path with a class II aggregate base shoulder on one side, a class II equestrian trail on the other side (per California State Parks Trail Handbook, and an aggregate base shoulder for other trail amenities. See Section 3.6 for more detailed trail information. Within the 30' recreational use space other trail related amenities will be included to enhance the value of the trail system. Those amenities may include features such as: exercise stations at strategic access locations, scenic overlooks, kiosk stations, interpretive/ education signage about the river and surrounding habitat, benches/tables for resting, bike racks at rest locations, mile markers, directional signage, etc.

### Class I Bike Path

Class I paths are paved rights-of-way completely separated from streets. Bike paths will have a limited number of cross streets and driveways. These paths are typically shared with pedestrians and often called mixed-use paths. The Highway Design Manual (HDM) standards define these paths as 8'-10' wide paths with 2' aggregate base shoulders on either side.

**Class II Bike Lane**

Class II lanes are on-street facilities designated for bicyclists using stripes and stencils. Bike lanes may include buffer striping to provide greater separation between bicyclists and parked or moving vehicles. Bike lanes are the preferred treatment for all arterial and collector streets on the bikeway network, and not typically installed on low-volume, low-speed residential streets. The HDM standards define these paths as minimum 4'-6' wide paths.

**Class III Bike Route**

Class III routes are streets designated for bicycle travel and shared with motor vehicles. While the only required treatment is signage, streets are designated as bike routes because they are suitable for sharing with motor vehicles and provide better connectivity than other streets. The HDM notes that minimum widths for Class III bikeways are represented, in the minimum standards for highway lanes and shoulders.

**Pedestrian Trails**

Pedestrian trails are designated walkways for travel by pedestrian and are not wide enough for traversing with bicycles. These paths vary in width, but are never narrower than 4' wide.

**Pedestrian Connections**

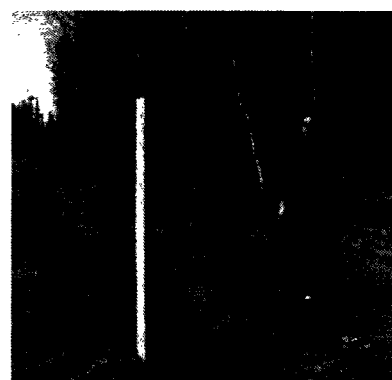
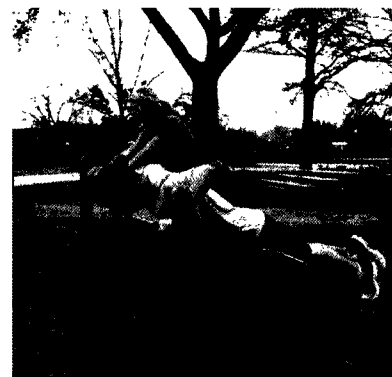
Pedestrian connections are designated walkways for travel by pedestrian and typically connect two other circulation path designations. These paths vary in width, but are never narrower than 4' wide.

**3.6 ELEVATED LEVEE TRAILS**

The River Islands Community has a unique recreational opportunity as it is surrounded with a 200 yr. flood levee that not only protects the community, but also affords the residents a trail system loop longer than most City-wide trail systems. The following paragraphs describe this nearly 18 mile trail system in detail with supporting figures for clarity.

**Trail Design**

Roughly eight miles of planned levee trails will follow along the top of the levee, generally centered on the center line of the levee alignment. Access point will be provided from the development side of the levee at intervals to allow for recreational and maintenance uses. The levee trails are maintained and overseen by Reclamation District 2062. The levee trails exceed Highway Design Manual (HMD) standards for two directional class I trails, with a total paved width of 12' and unimproved aggregate base shoulders totaling 10' in width: 4' wide class II aggregate base shoulder, and 6' wide class II equestrian trail. The remaining 8' wide path shall be set aside for trail amenities such as overlooks, educational/interpretative signage, benches and/or exercise equipment. Figures 3.1 depicts the standard trail design for River Islands levee trails.

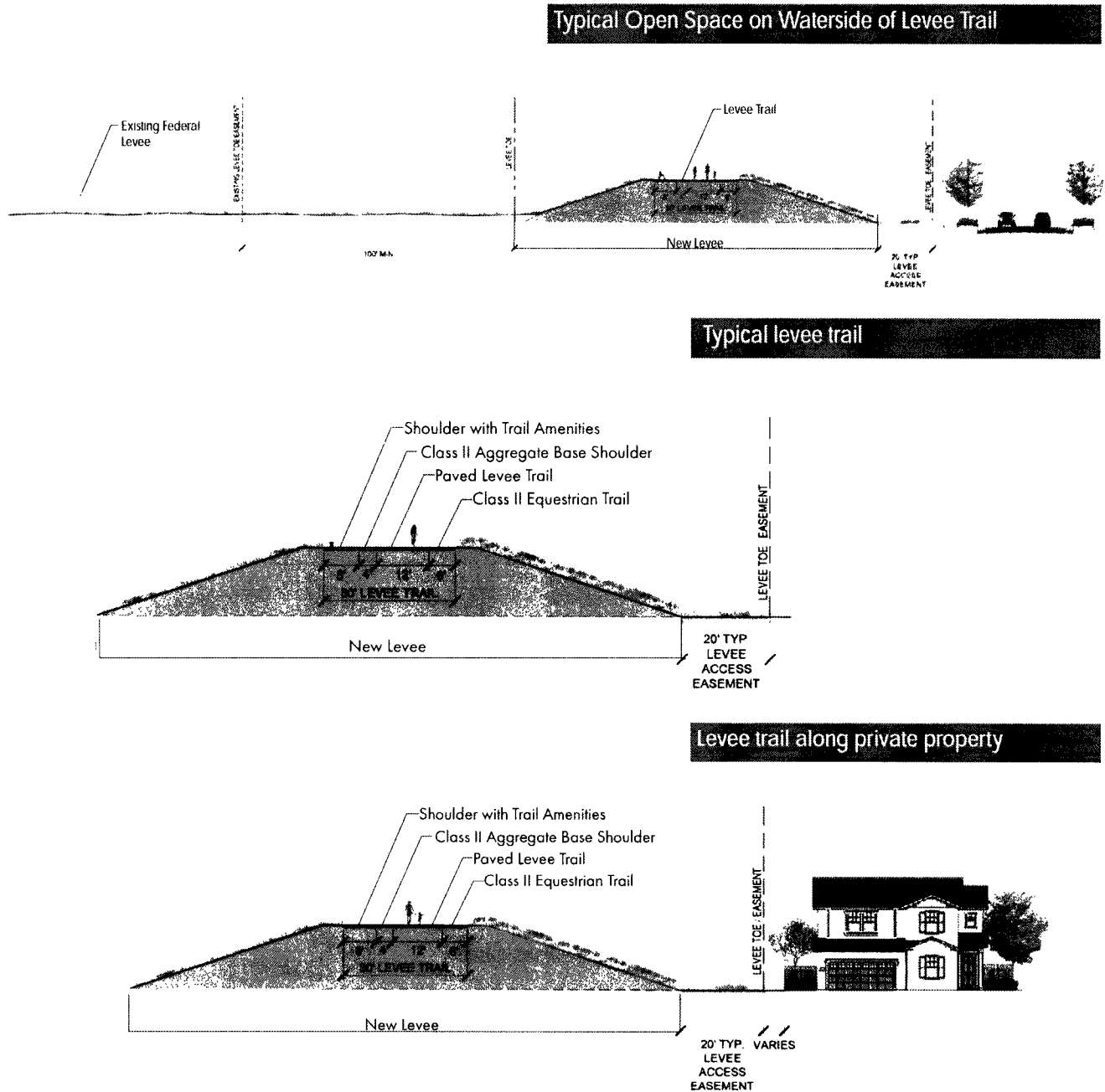




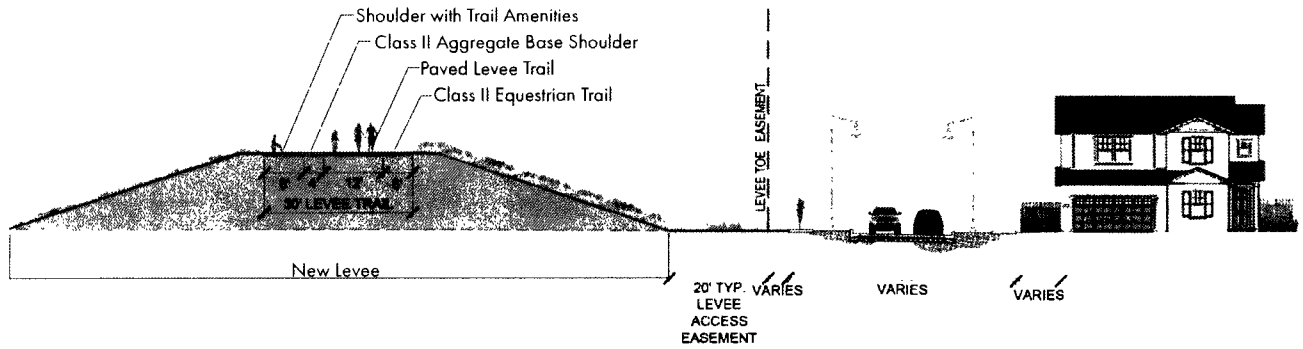
Open Space On Waterside of Levees

The open space areas on the waterside of elevated levees are maintained and overseen by Reclamation District 2062. The open space will be maintained to remain in a natural state as much as possible, using hydro-seeding and erosion control methods. Public access is allowed along the 30' wide elevated levee trails for recreational and maintenance uses. No permanent barriers are planned to restrict public access to the waterside open spaces. However, there will be no recreational trails or amenities in these areas to encourage public access.

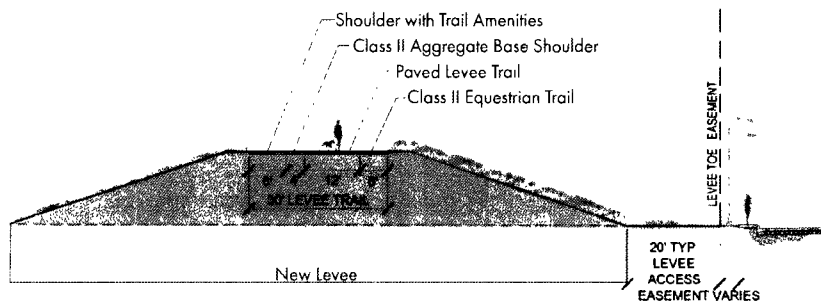
FIGURE 3.1 - TYPICAL TRAIL SECTIONS (ILLUSTRATIVE ONLY)



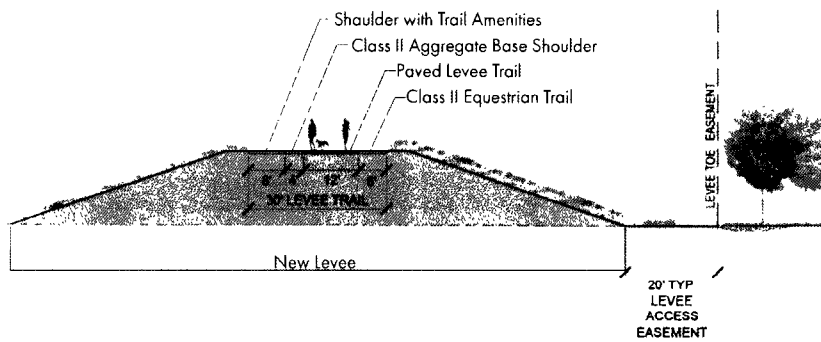
Levee trail along a street frontage



Levee trail along a cul-de-sac



Levee trail along a park



Levee trail along open space

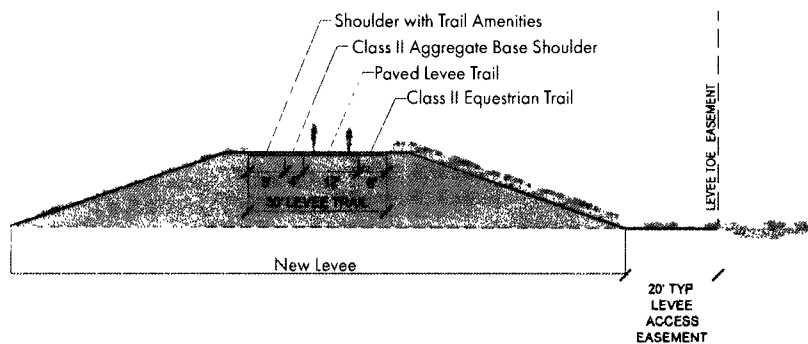


FIGURE 3.2 - TYPICAL TRAIL PLAN VIEW

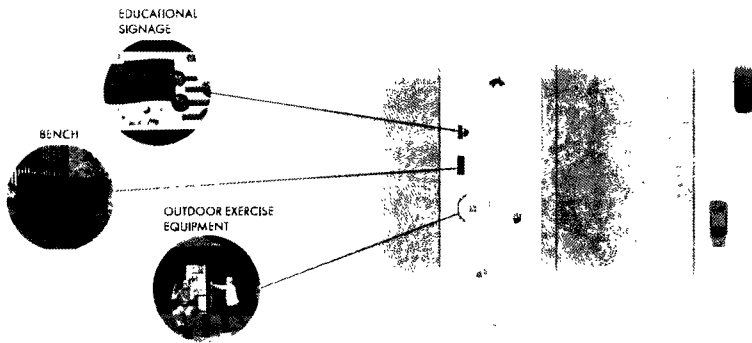
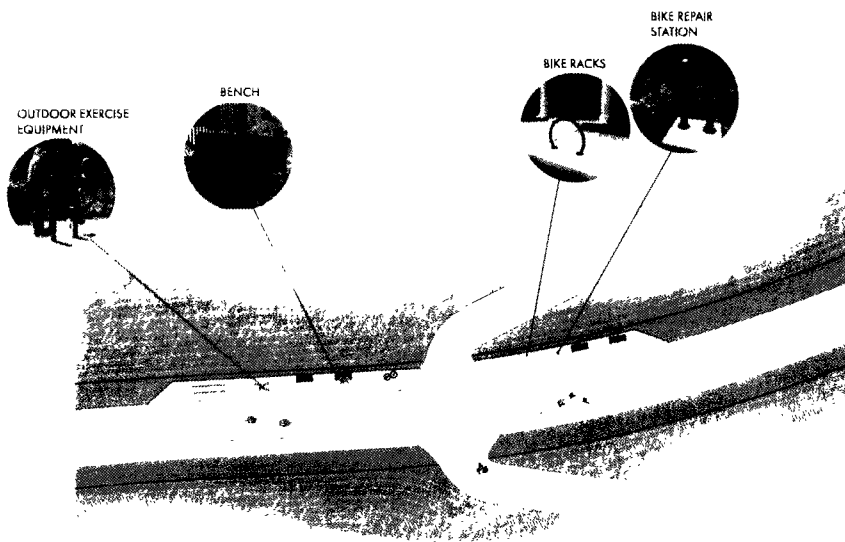


FIGURE 3.3 - CONCEPT FOR A TYPICAL TRAIL REST NODE



RIVER ISLANDS TRAIL SIGN PROGRAM  
PROPOSED TOPICS

- Historic Mossdale Crossing Bridge, last link of the Transcontinental Railroad, circa 1869.
- Discover a California Treasure: the San Joaquin River
- The San Joaquin River Delta by the numbers (length, depth, number of islands, etc.—statistical overview)
- Salute to Bennie and Joyce Gatto
- Understanding the Primary Zone of the San Joaquin Delta
- The story behind Bradshaw's Crossing Bridge
- Mail delivery along the San Joaquin River
- Recreation among the Delta Waterways
- Indigenous people of the San Joaquin: The Yokuts and the Miwoks
- Fishing in the San Joaquin River
- The Pacific Flyway: a natural pathway for migratory birds
- Animal life along the San Joaquin
- Building a 200-year levee- a feat of modern engineering
- Crawdads!
- The Dell'Osso brothers start farming in the 1920s
- Lathrop's naming and prominence as a railroad town
- Ferry boats on the San Joaquin, circa 1848
- Tracts of the Delta, including the Stewart Tract
- 1906 San Francisco earthquake survivors came to Lathrop
- Understanding the Paradise Cut flood bypass
- Lathrop's incorporation in 1989—a new city in an historic setting
- Open space and protected species at River Islands
- River Islands' vision of land stewardship

Trail Surfacing

The paved section of trail will be constructed of 3" of asphalt over 6" of road base of the trail. Shoulders of the trail will be constructed with 6" of compacted Class II aggregate base. Slopes of the levee will be stabilized with erosion control hydroseed. There will be no ornamental landscape or irrigation systems constructed in conjunction with any permanent levee trails.

Trail Access

The following figure highlights pedestrian and non-motorized access to the levee trail, which is crucial to the concept of a walkable community. To this end, the levees have been designed with multiple access points at strategic neighborhood locations and to facilitate required levee maintenance. In order to accommodate bike groups, equestrian riders, and other groups that require staging areas, strategic off-site parking locations will be available for access to the trail. These off-site access locations, designated with appropriate signage, won't necessarily coincide with parks or open spaces, but are more closely associated with trail access points and adjacent uses with adequate parking. These sites may include Community Park C1, the transit oriented development area, the employment center, and the high school site. The transit oriented development area has been identified as a potential equestrian

FIGURE 3.4 - LEVEE TRAIL CONCEPT SIGNAGE AND TRAIL MARKERS



staging area location due to its proximity and access to the levee trail. If equestrian access is required prior to development of the staging area, an interim location can be determined to provide parking, potable water access and other amenities necessary.



● Levee trail access points

### 3.7 PLANTING

Plant materials for all parks and open spaces will be selected from Table 3.1- Parks & Open Space Plant Species List. Alternative species may be substituted or added and will be considered on a project by project basis by the agency listed in Table 4.3 - Agency Review Table. Substitutions will be based on the suitability of the species in terms of similarity of theme, characteristics, size, form, tolerance of climatic conditions, soil requirements and water usage. Plant species have been selected to mimic existing characteristics and habitat of the delta waterways and vegetated agricultural hedgerows. Plant material selection will strongly consider the use of drought-tolerant, durable and long-lived species that give the appearance and imagery of the Delta Valley. Species are well adapted to the climatic conditions and soil types typical of the River Islands Development. Large naturally shaped flowering shrubs species

should be selected to mimic the image of traditional hedgerows typical of the surrounding agricultural region. Flowering species that create year-round interest are of high preference. Plant and tree selections do not include invasive characteristics, such as: surface roots that can spread, creating trip hazards or that can be destructive to surrounding curbs and walks, species that produce large wind blown seed varieties that become invasive or destructive, varieties that are extremely allergenic and varieties with toxic properties that can be digested by humans or animals.

While fruiting varieties of trees or shrubs may hearken to the true agricultural use of the River Islands project, the use of such species can create maintenance challenges and become problematic as litter creating rodent or pest problems. These species will be avoided except in specific locations where maintenance and control can be exercised. Plant selections have been determined based upon natural shape of species with minimal pruning or maintenance. Shrubs will be used as a screen for fences or utility structures in parks and open spaces. Evergreen plant material as a background is preferable to maintain year-round screening, however, the usage of decorative deciduous plant species is desirable and recommended with care being taken to maintain year-round interest and structure. Spacing of plant material will be made based upon the species being utilized to create fullness and allow for ultimate growth impact.

The use of traditional "lawn" species and spaces will be limited to parks and public open spaces that encourage active recreational use. When "lawn" species are utilized, varieties will include deep rooting species that use less water than traditional varieties. The use and application of "lawn" species will follow the guideline and requirements set for in AB1881. Where bio-swales will be incorporated, species will be selected that filter and slow the movement of water from curb inlets to drain inlets. Species will be tolerant of flooding and will be irrigated to maintain an alternative appearance year-round.

Tree varieties have been selected to imitate a rural Delta Valley aesthetic. Evergreen varieties will be used to frame and give additional interest year-round to selected areas. Flowering or accent trees will be selected for year-round interest through flower characteristics, branching patterns, bark color and shape.

TABLE 3.1 - PARKS & OPEN SPACE PLANT SPECIES LIST

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
Trees							
	✓	<i>Acer negundo</i> var. <i>californica</i>	California Box Elder	30'-50'		M	
✓		<i>Acer rubrum</i> 'Armstrong', 'October Glory', Redpointe'	Armstrong Red Maple	40'-50'	15'	H	
✓		<i>Aesculus carnea</i>	Red Horsechestnut	40'	30'	M	
	✓	<i>Alnus rhombifolia</i>	White Alder				
✓		<i>Arbutus unedo</i>	Strawberry Tree	8'-25'	8'-25'	L	
✓		<i>Arbutus</i> 'Marina'	Marina' Strawberry Tree	20'-30'	20'-30'	L	
✓		<i>Arbutus marina</i> - 'Multi-trunked'	Strawberry Tree	15'-30'	15'-20'	L	Dark green oblong foliage with rosy pink fall flowers
✓		<i>Betula jacquemontii</i> ( <i>Betula utilis jacquemontii</i> )	White Barked Himalyan Birch	40'-60'	25'-30'	H	
✓		<i>Carpinus betulus</i> 'Fastigiata'	European Hornbeam	40'	30'	M	
✓		<i>Catalpa speciosa</i>	Western Catalpa	40'-60'	20'-40'	M	
✓		<i>Cercidium</i> x 'Desert Museum'	Desert Museum Palo Verde	20'	20'	?	
✓		<i>Cercis canadensis</i> 'Oklahoma'	Eastern Redbud	25'-35'	25'-35'	M	
✓		<i>Cercis occidentalis</i>	Western Redbud	10'-20'	10'-20'	VL	
	✓	<i>Cercocarpus betuloides</i>	Island Mountain Mahogany	5'-20'	5'-20'	VL	
✓		<i>Chilopsis linearis</i> 'Monhews'	Timeless Beauty Desert Willow	15'-20'	15'-20'	VL	Fragrant showy purple flowers
✓		<i>Cupressus arizonica</i>	Arizona Cypress	40'	20'	VL	
✓		<i>Ginkgo biloba</i> 'Autumn Gold' (Male only)	Ginkgo, 'Autumn Gold'	35'-40'	25'-35'	M	Use male only varieties
✓		<i>Koelreuteria paniculata</i>	Goldenrain Tree	20'-35'	25'-40'	M	
✓		<i>Lagerstroemia indica</i> 'Dynamite'	Crape Myrtle	15'-25'	15'-20'	L	Red Flowers
✓		<i>Lagerstroemia</i> x <i>fauriei</i> 'Natchez'	Crape Myrtle	20'-30'	15'-20'	L	
✓		<i>Lagerstroemia</i> x <i>faurei</i> 'Natchez' - 'Multi-Trunked'	Natchez Crape Myrtle	15'-20'	12' Wide	L	White flowers
✓		<i>Lagerstroemia</i> x <i>fauriei</i> 'Muskogee'	Crape Myrtle	20'-30'	15'-20'	L	
✓		<i>Magnolia soulangiana</i> 'D.D. Blanchard'	Tulip Magnolia	50'	25'-35'	M	
✓		<i>Olea europaea</i> 'Swan Hill'	Swan Hill Olive	25'-30'	25'-30'	VL	
✓		<i>Parkinsonia aculeata</i>	Mexican Palo Verde	15'-20'	10'-20'	VL	
✓		<i>Pinus pinea</i>	Stone Pine			L	
✓		<i>Pinus radiata</i>	Monterey Pine	80'-100'	25'-35'	M	
✓		<i>Pistacia chinensis</i> 'Pearl Street', 'Red Push' or 'Keith Davey'	Chinese Pistache Varieties	30'-60'	50'	L	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Platanus acerifolia 'Bloodgood'	London Plane	40'-50'	25'-30'	M	
✓		Platanus X acerifolia 'Columbia'				M	
✓		Platanus racemosa	California Sycamore	50'-90'	30'-50'	M	
	✓	Populus alba 'Pyramidalis'	Seedless Bolleana Poplar	50'	15'	M	
	✓	Populus fremontii	Fremont Cottonwood	40'-60'	30'-40'	M	
	✓	Populus nigra 'Italica'	Lombardy Poplar	100'	15'-30'	M	
✓		Prosopis glandulosa 'Maverick'	Texas Mesquite	25'-30'	25'-30'	L	
✓		Quercus agrifolia	Coast Live Oak	20'-70'	40'-80'	VL	
✓		Quercus coccinea	Scarlet Oak	60'-80'	40'-60'	M	
✓		Quercus douglasii	Blue Oak	30'-50'	40'-70'	VL	
✓		Quercus ilex	Holly Oak	40'-60'	40'-60'	L	
✓		Quercus lobata	Valley Oak	50'-75'	50'-80'	L	
✓		Quercus muehlenbergii	Quinkpin Oak			?	
✓		Quercus robur	English Oak	50'-60'	30'	M	
✓		Quercus suber	Cork Oak	30'-60'	30'-60'	L	
✓		Quercus virginiana	Southern Live Oak	40'-80'	60'-90'	M	
✓		Quercus wislizenii	Interior Live Oak	30'-70'	30'-70'	VL	
✓		Robinia 'Purple Robe'				L	
	✓	Salix goodingii	Gooding's Black Willow	10'-25'		H	
	✓	Salix laevigata	Red Willow	15'-30'		H	
	✓	Salix lucida var. lasiandra	Pacific Willow			H	
✓		Schinus molle	California Pepper tree	25'-40'	25'-40'	L	
✓		Tilia cordata 'Greenspire'	Littleleaf Linden	30'-50'	15'-30'	M	
✓		Ulmus parvifolia 'Drake'	Chinese Elm	50'-70'	30'-50'	M	
✓		Ulmus wilsoniana 'Frontier'		20'		M	
✓		Ulmus wilsoniana 'Patriot'		30'		L	
✓		Ulmus wilsoniana 'Emerald Sunshine'				L	
✓		Ulmus wilsoniana 'Prospector'				L	
✓		Umbellularia californica	California Laurel	20'-35'	20'-35'	M	
✓		Zelkova serrata 'Green Vase'	Zelkova, Green Vase	50'	50'	M	
Shrubs (Large Background)							
✓		Abelia grandiflora	Glossy Abelia	8'	5'	M	
	✓	Agave filifera				L	
✓		Anisodonteia x hypomandarum	Cape Mallow	4'	4'	M	Purple/pink flowers
✓		Arbutus u. 'Oktoberfest'	Strawberry Tree	6'-8'	6'-8'	L	Dark green foliage

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Berberis thunbergii</i>	Japanese Barberry	4'-6'		L	
✓		<i>Buddleja davidii</i>	Butterfly Bush	6'-10'	6'-10'	M	
✓		<i>Carpenteria californica</i>	Bush Anemone	3'-6'		L	
	✓	<i>Cephalanthus occidentalis</i>	Button Willow	3'-15'	3'-15'	M	
✓		<i>Cistus hybridus</i> ( <i>Cistus corbariensis</i> )	White Rockrose	2'-5'	2'-4'	L	
✓		<i>Cistus ladanifer</i> ( <i>Cistus ladaniferus maculatus</i> )	Crimson-Spot Rockrose	3'-5'	3'-5'	L	
✓		<i>Cistus x purpureus</i>	Orchid Roserock	4'	4'	M	Dark pink flowers
	✓	<i>Cornus stolonifera</i> ( <i>sericea</i> ) 'Bailey'	Red-Twigged Dogwood	6'-8'	6'-8'	H	
✓		<i>Cotinus coggygria</i> ( <i>Rhus cotinus</i> ) 'Purpureus'	Smoke Bush	15'	15'	L	
✓		<i>Dodonaea viscosa</i> 'Purpurea'	Purple Hopseed Bush	10'	8'-10'	L	Red/burgundy foliage
✓		<i>Elaeagnus pungens</i>	Silverberry	6'-15'		L	
	✓	<i>Eriogonum fasciculatum</i>	California Buckwheat	1'-3'	4'	L	
✓		<i>Fremontodendron californicum</i>	California Flannelbush			VL	
✓		<i>Grevillea x 'Noell'</i>	Noell Grevillea	5'	6'	L	Glossy lime green needle-like foliage with pink and white flowers
✓		<i>Heteromeles arbutifolia</i>	Toyon	6'-10'		VL	
✓		<i>Laurus nobilis</i>	Bay Laurel	12'-40'		L	
✓		<i>Lavatera maritima</i>	Tree Mallow	6'	6'	L	Gray-Green foliage with light pink/purple flowers
✓		<i>Lavatera thuringiaca</i> 'Mrs Barnsley'	Mallow			L	
✓		<i>Leucophyllum frutescens</i> 'Compactum'	Texas Ranger	4'-5'	4'-5'	L	
✓		<i>Lupinus arboreus</i>	Yellow Bush Lupine	5'-8'	5'-8'	L	
✓		<i>Mahonia aquifolium</i>	Oregon Grape	6'		M	
✓		<i>Nerium oleander</i> 'Little Red'	Dwarf Red Oleander	4'	4'	L	Red flowers
✓		<i>Nerium oleander</i> 'Petite Pink'	Dwarf Pink Oleander	4'	4'	L	Pink flowers
✓		<i>Osmanthus fragrans</i>	Sweet Olive	10'	10'-12'	M	
✓		<i>Osmanthus x fortunei</i>	Hybrid Tea Olive	6'-20'	10'-12'	M	
	✓	<i>Philadelphus lewisii</i>	Wild Mock-orange	4'-10'	6'-10'	M	
	✓	<i>Philadelphus</i> 'Belle Etoile'	Purple Spot Mock Orange	5'-7'	5'-7'	M	
✓		<i>Phormium tenax</i> 'Atropurpureum'	New Zealand Flax	4'-5'	4'-5'	L	Burgundy-bronze bladed foliage
✓		<i>Phormium</i> 'Yellow Wave'	Yellow Wave New Zealand Flax	4'-5'	4'-5'	M	Yellow and lime green bladed foliage
✓		<i>Rhaphiolepis indica</i>	India Hawthorn	4'-5'		L	



APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Raphiolepis indica 'Clara'	India Hawthorn	3'-5'	3'-5'	L	
✓		Raphiolepis indica 'Springtime'	India Hawthorn	4'-6'		L	
✓		Raphiolepis umbellata	Yeddo Hawthorn	4'-6'	4'-6'	L	
✓		Rhamnus californica 'Mound San Bruno'	San Bruno Coffeberry	3'-15'	8'	L	
✓		Rhamnus californica 'Eve Case'	Dwarf Coffeberry	4'-8'	4'-6'	L	
✓		Rhamnus crocea	Redberry				
✓		Rhamnus tomentella	Hoary Coffeberry			L	
	✓	Ribes aureum (var. gracillimum)	Golden Currant	3'-6'		L	
✓		Ribes sanguineum	Pink Flowering Currant	4'-12'		M	
	✓	Rosa californica 'Plena'	California Wild Rose			L	
✓		Teucrium fruticans	Bush Germander	5'-6'	5'-6'	L	Gray leaves, lavender flowers
✓		Teucrium fruticans	Bush Germander	4'-8'	4'-10'	L	
✓		Viburnum t. 'Spring Bouquet'	Spring Bouquet Viburnum	4'-6'	4'-6'	M	Deep green leathery foliage with tight clusters of pink buds and white flowers
✓		Xylosma congestum	Shiny Xylosma	8-10'	8-10'	L	
Shrubs (Medium Foreground)							
✓		Berberis thunbergii 'Cruzam'	Crimson Ruby Japanese Barberry	2'	2'	M	Deep red/burgundy foliage
✓		Callistemon citrinus 'Compacta'	Bottlebrush			L	
✓		Callistemon citrinus 'Little John' or 'Captain Cook'	Dwarf Bottlebrush	3'	3'	L	
✓		Coleonema pulchrum	Pink Breath of Heaven	3'-4'	4'	M	Light green foliage with tiny pink flowers
✓		Mahonia aquifolium 'Compacta'				M	
✓		Myrsine africana	African Boxwood	3'-8'	3'-6'	L	
✓		Punica granatum 'Nana'	Dwarf Pomegranate	3'	5'	L	Orange flowers
✓		Raphiolepis indica 'Ballerina'	Dwarf Pink Indian Hawthorne	2'	4'	L	Pink flowers
✓		Salvia greggii / Salvia x jamensis	Autumn Sage	3-4'	2'	L	
✓		Salvia greggii 'Alba'		1'-4'	1'-4'	L	
✓		Salvia microphylla	Mint Bush Sage	3-5'	4'-8'	M	
✓		Spiraea bumalda	Spiraea	2'-3'	3'-4'	M	
✓		Spiraea x bumalda 'Goldflame'	Goldflame Spirea	3'-4'	4'	M	Yellow-green foliage with pink/red flowers
✓		Viburnum davidii	David Viburnum	3'	3'	M	Large glossy green deep veined foliage, pink buds and white flowers

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Zauschneria californica	California Fuschia	3'	3'-4'	L	Gray leaves w/ red flowers
Shrubs (Accents)							
	✓	Achillea millefolium californica	Yarrow	1-3'	1-3'	L	
	✓	Achillea millefolium rosea 'Island Pink'	Pink Yarrow	1'-3'		L	
	✓	Achillea tomentosa	Woolly Yarrow	6"		L	
	✓	Aloe species		varies		L	
	✓	Amsonia tabernaemontana	Blue Star Flower	2'-3'		?	
	✓	Aquilegia eximia	Serpentine Columbine	2'	1-3'	L	
✓		Artemisia 'Powis Castle'	Powis Castle Sagebrush	3'	6'	L	
	✓	Asclepias fascicularis	Narrow-leaved Milkweed	1'-3'	1'	?	
✓		Dietes bicolor	Fortnight Lily, Bicolor Iris			L	
✓		Erigeron karvinskianus	Santa Barbara Daisy	1'-2'	3'-5'	L	White with some pink flowers
✓		Helleborus x hybridus	Lenten Rose			M	
✓		Hemorcallis x 'Stella de Oro'	Stella De Oro Dwarf Daylily	2'	2'	M	Heavy clusters of large yellow flowers
✓		Hesperaloe parviflora	Coral Yucca	2'	2'	/	
✓		Heuchera 'Lillian's Pink'	Lillian's Pink Coral Bells			/	
✓		Heuchera 'Rosada'	Rosada Coral Bells			?	
✓		Heuchera sanguinea	Coral Bells			M	
	✓	Iris 'Canyon Snow'	Canyon Snow Pacific Iris			?	
✓		Kniphofia uvaria	Red Hot Poker			M	
✓		Lavandula angustifolia	English Lavender	8"-2'	8"-2'	L	
✓		Lavandula a. 'Buena Vista'	English Lavender	2'	2'	L	Gray-green foliage with deep violet blue flowers
✓		Lavandula 'Goodwin Creek Grey'	Goodwin Creek Lavender			L	
✓		Lavandula stoechas 'Otto Quast'	Otto Quast Spanish Lavender	18"-3'	2'	L	
✓		Liriope muscari	Lily Turf			M	
✓		Lupinus albifrons	Bush Lupine	3-5'	2-3'	L	
✓		Penstemon heterophylus 'Margarita'	Foothill Penstemon	1'-3'	1'-2'	L	Lavender flowers
✓		Penstemon species				M-L	
✓		Penstemon spectabilis	Showy Penstemon	3'		M-L	
✓		Perovskia a. 'Little Spire'	Russian Sage	2'	2'	L	Vertical spikey gray-green foliage with lavender-blue flowers

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Phormium tenax 'Apricot Queen'	New Zealand Flax	3'	4'	L	Yellow wit green margined bladed foliage
✓		Phormium tenax 'Dusky Chief'	New Zealand Flax	5'-6'	4'-5'	L	Reddish brown bladed foliage
✓		Phormium tenax 'shirazz'	New Zealand Flax			L	
✓		Salvia				L-M	
✓		Salvia 'Bee's Bliss'	Bee's Bliss Salvia	1'-2'	8'	M	
✓		Salvia m. 'Hot Lips'	Hot Lips Sage	3'	3'	L	Red/white flowers
✓		Salvia 'Mrs. Beard'	Mrs. Beard Salvia	2'	3 - 6'	L	
✓		Salvia sonomensis	Creeping Sage			L	
✓		Salvia spathacea	Hummingbird Sage			L	
	✓	Solidago californica	California Goldenrod	1-3'	18"-3'	L	
	✓	Symphyotrichum chilense	California aster	1-3'		L	
✓		Tulbaghia violacea	Society Garlic	18"	18"	L	Purple flowers
✓		Tulbaghia v. 'Silver lace'	Variegated Society Garlic	18"	18"	L	Silver/white blades w/ purple flowers
✓		Zauschneria californica 'Catalina'	Island California Fuschia	1-3'	1-3'	L	
✓		Zauschneria cana	California Fuschia	2-3'	18"-3'	L	
Shrubs (Grasses)							
✓		Bouteloua gracilis	Blue Grama Grass	6"-18"	6"-1'	L	
✓		Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster's Feather Reed Grass	2'	2'	L	Stunning vertical feathery plumes, turn golden in fall
✓		Carex barbarae	White Root Sedge	1'-3'	1'-3'	M	Deep green native meadow grass
✓		Carex divulsa	Berkeley Sedge			L	Deep green clumping evergreen grass
✓		Carex pansa	California Meadow Sedge	3'-4"		M	
✓		Carex praegracilis	Clustered-field Sedge	1'	6"	M	
✓		Carex testacea	Orange Sedge	18"-24"	18"-24"	M	Evergreen, green and orange spring / summer, vibrant orange in winter
✓		Deschampsia caespitosa	Tufted Hair Grass	1'-3'	1'-3'	L	
✓		Deschampsia elongata	Slender Hair Grass	3'		L	
✓		Eleocharis macrostachys	Spike Rush	3'	2'	L	
✓		Elymus glaucus 'Anderson'	Blue Wild Rye	2-3'	2'	L	
✓		Elymus triticoides	Creeping Wildrye			L	
✓		Eschscholzia californica	California Poppy	1'	1.5'	VL	
✓		Festuca californica	California Fescue	2'-3'	2'-3'	M	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Festuca idahoensis</i> 'siskiyou blue'	Blue Bunch Grass	14"	10"	L	
✓		<i>Festuca mairei</i>	Atlas Fescue	2'-3'	2'-3'	L	Evergreen clumping yellowish gray-green foliage
✓		<i>Festuca occidentalis</i>				M	
✓		<i>Festuca ovina</i> 'Glauca'	Elijah's Blue, Blue Festuca	4"-10"	6"	M	
✓		<i>Festuca rubra</i>	Red Fescue	3"-12"	6"	M	
✓		<i>Grindelia camporum</i>	Gum Plant	1'-3'	1'-3'	L	
✓		<i>Helictotrichon sempervirens</i>	Blue Oat Grass	2'-3'		L	
✓		<i>Hordeum brachyantherum</i> 'Californicum'	Meadow Barley			VL	
	✓	<i>Imperata cylindrica</i> 'Rubra'	Japanese Blood Grass	1'-2'		H	
	✓	<i>Juncus balticus</i> ( <i>balticus</i> ?)	Baltic Rush	3'		H	
	✓	<i>Juncus effusus</i>	Pacific Rush	3'-6'	3'	H	
	✓	<i>Juncus patens</i>	CA Gray Rush	2'	2'	H	
	✓	<i>Leersia oryzoides</i>	Rice Cutgrass			M	
✓		<i>Leymus condensatus</i> 'Canyon Prince'	Canyon Prince Wild Rye	2'-4'	2'	VL	
✓		<i>Leymus triticoides</i> 'Grey Dawn'	Creeping Wild Rye	2'	18"	VL	
✓		<i>Lomandra l.</i> 'Breeze'	Dwarf Mat Rush	2'-3'	2'-4'	L	
✓		<i>Melica imperfecta</i>	Coast Melic Grass, Oniongrass	1'-2'	1'-2'	VL	
✓		<i>Melica californica</i>	Melica	4'		?	
✓		<i>Miscanthus sinensis</i>	Japanese Silver Grass	5'-6'	3'-4'	H	
✓		<i>Miscanthus sinensis</i> 'Morning Light'		5'-6'	3'-4'	H	
✓		<i>Muhlenbergia capillaris</i>	Hairy Awn Muhly	3'	6'	L	
✓		<i>Muhlenbergia dubia</i>	Mexican Deergrass	2'-3'	2'-3'	L	
✓		<i>Muhlenbergia rigens</i>	Deer Grass	3'	3'	L	
✓		<i>Nasella pulchra</i> 'Yolo'	Purple Needle Grass	2'	2'-3'	L	
✓		<i>Pennisetum alopecuroides</i> 'Little Bunny'	Dwarf Fountain Grass	18"	18"	L	Trim to ground in winter
✓		<i>Pennisetum alopecuroides</i> 'Moudry'	Black Fountain Grass	18"-2'	18"-2'	L	
✓		<i>Pennisetum orientale</i>	Oriental Fountain Grass	12"-18"	12-18"	L	
✓		<i>Pennisetum setaceum</i> 'Rubrum'	Red Fountain Grass	3'-4'	3'-4'	L	
✓		<i>Scirpus americanus</i>	Three-square Bulrush	5'	5'	H	
✓		<i>Scirpus actus</i> var. <i>occidentalis</i>	Hardstem Bulrush	5'-8'	5'-8'	H	
✓		<i>Scirpus californica</i>	California Bulrush	6"-10"	6"-10"	H	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Scirpus microcarpus</i>	Small-fruited Bulrush	6"-10"	6"-10"	H	
	✓	<i>Sporobolus airoides</i>	Alkali Sacaton	1'-3'	3'	VL	
✓		<i>Stipa cernua</i>	Nodding Feather Grass	2'-3'	2'-3'	VL	
✓		<i>Stipa pulchra</i>	Purple Needle Grass	1'-2'	1'-2'	L	
✓		<i>Stipa gigantea</i>	Giant Feather Grass	2'-3'	2'-3'	VL	
✓		ETY Mix ( <i>Carex Divulsa</i> , <i>Eschscholzia californica</i> , <i>Festuca Idahoensis</i> , <i>Layia platyglossa</i> , <i>Salvia l.</i> "Bee's Bliss", <i>Sysynchium idahoensis</i> )	Entry Mix	1'-2'	1'-2'	L	
✓		Native Mow Free Mix ( <i>Festuca idahoensis</i> , <i>Festuca rubra</i> , <i>Festuca occidentalis</i> )	No Mow Fescue	12"-18"		M	
Shrubs (Groundcovers)							
✓		<i>Acacia r.</i> 'Desert Carpet'	Desert Carpet Acacia	1'-2'	10'-12'	L	Leathery gray green foliage with puffy yellow ball shaped flowers
✓		<i>Arctostaphylos</i> 'Pacific Mist'		2 1/2'	4'	L	
✓		<i>Artemisia californica</i> 'Montara'	California Sagebrush	18"-5'		L	
✓		<i>Artemisia</i> 'Powis Castle'	Powis Castle Artemesia	3'	5'	M	gray green foliage
✓		<i>Baccharis pilularis</i>	Coyote Bush			L	
✓		<i>Baccharis pilularis</i> 'Pigeon Point'	Dwarf Coyote Brush	6'	6'	L	
✓		<i>Ceanothus griseus horizontalis</i> 'Yankee Point'	Shrub Ceanothus	2'-3'	8'	L	Blue flowers
✓		<i>Ceanothus maritimus</i> 'Valley Violet'	Valley Violet Maritime Lilac			L	
✓		<i>Ceanothus thrysiflorus</i> 'Skylark'	Blueblossom	3'-6'	5'	L	
✓		<i>Ceanothus</i> 'Concha'				L	
✓		<i>Ceanothus</i> 'Dark Star'	Dark Star California Lilac	5'-6'	8'-10'	L	
✓		<i>Ceanothus</i> 'Joyce Coulter'	Wild California Lilac	3'-5'	8'-10'	L	
✓		<i>Ceanothus</i> 'Ray Hartman'	Ray Hartman California	12'-20'	15'-20'	L	
✓		<i>Cistus salvifolius</i>	Sageleaf Rockrose	2'	6'	L	
✓		<i>Coprosma kirkii</i>	Kirk's Coprosma	2-3'		L	
✓		<i>Cotoneaster dammeri</i> 'Eichholz'	Bearberry Cotoneaster	8"	6'-8'	L	White flowers, red berries
✓		<i>Cotoneaster lacteus</i> ( <i>Cotoneaster parneyi</i> )		8'	10'	L	
✓		<i>Cotoneaster microphyllus</i>	Rockspray Cotoneaster	2-3'	6'	L	
✓		<i>Erigeron</i> 'Wayne Roderick'	Wayne Roderick Seaside Daisy	8"	1 1/2'	M	
✓		<i>Erigeron karvinskianus</i>	Santa Barbara Daisy	10"-20"	3'	L	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
	✓	<i>Eschscholzia californica</i>	California Poppy	1'	1.5'	VL	
✓		<i>Hypericum calycinum</i>	Aaron's Beard	1'		M	
✓		<i>Hypericum moserianum</i>	Gold Flower	1'		M	
✓		<i>Lessingia filaginifolia</i> var. <i>californica</i> 'Silver Carpet'	Silver Carpet California-Aster			M	
	✓	<i>Lobularia maritima</i>	Sweet Alyssum	2"-12"	8"-12"	M	
	✓	<i>Lupinus microcarpus</i>	Chick Lupine	2 1/2'		M	
	✓	<i>Myoporum parvifolium</i>	Myoporum	6"	9'	L	
✓		<i>Oenothera hookeri</i>	Evening Primrose	1'-3'	1'-3'	L	
	✓	<i>Ribes viburnifolium</i>	Evergreen Currant	3'-6'	12'	L	
✓		<i>Rosa</i> 'Noamel'	Apple Blossom Flower Carpet Rose	2'	3'	M	White/pink flowers
✓		<i>Rosa</i> 'Noare'	Red Flower Carpet Rose	2'	3'	M	Red flowers
✓		<i>Rosa</i> 'Noaschnee'	White Flower Carpet Rose	2'	3'	M	White flowers
✓		<i>Rosa</i> 'Noatraum'	Pink Flower Carpet	2'	3'	M	Pink flowers
✓		<i>Rosmarinus</i> o. 'Irene'	Rosemary	1'-1 1/2'	2"-3"	L	Blue flowers
✓		<i>Rosmarinus</i> o. <i>Prostratus</i>	Dwarf Rosemary	2'	4'	L	Blue flowers
	✓	<i>Sisyrinchium bellum</i>	Blue-eyed Grass	4"-12"	6"-24"	L	
✓		<i>Trachelospermum asiaticum</i>	Asian Jasmine	2'	10'	M	
✓		<i>Trachelospermum jasminoides</i>	Star Jasmine	2'	10'	M	
Vines							
	✓	<i>Aristolochia californica</i>	California Pipevine			L	
✓		<i>Clematis armandii</i> 'Snow Drift'	Evergreen clematis	15-20'		M	
✓		<i>Clytostoma callistegioides</i>	Violet Trumpet Vine			M	
✓		<i>Distictis buccinatoria</i>	Trumpet Vine	20'-30'		M	
✓		<i>Ficus pumila</i>	Creeping Fig	10'		M	
✓		<i>Hardenbergia violacea</i> 'Happy Wanderer'	Hardenbergia Vine	10'		M	
✓		<i>Jasminum polyanthum</i>	Pink Jasmine	20'		M	
✓		<i>Lonicera hispidula</i>	Honeysuckle	3-10'		L	
✓		<i>Macfadyena unguis-cati</i>	Cats Claw	20-40'		L	
	✓	<i>Vitis californica</i>	California Wild Grape	12-30'		VL	
✓		<i>Wisteria sinensis</i> 'Alba' or 'Cooke's Special'				M	

\* Trails near waterways, bioswales, or other stormwater related infrastructure

Note: Current conditions and regulations do not allow irrigation, and thus horticultural plantings, to be installed on the levee and within 20' of the levee toe. It is possible that regulations may change, and that other design features such as "fat levees" will be allowed to include irrigation and planting. If conditions and regulations are revised by the State, modifications to landscaping will be considered.

### 3.8 SITE FIXTURES

CPTED principles emphasize the importance of lighting and overall park maintenance as contributors to perceptions of safety in parks. Investment in basic maintenance and community ownership can change usage patterns for the better. The following guidelines provide best practices for provision of site fixtures to support community goals for safe usable parks.

#### Lighting

Lighting of public spaces should conform to the Illuminating Engineering Society's guidelines. These include provision of sufficient lighting for users to discern changes in topography and surface type as well as physical details of approaching figures.

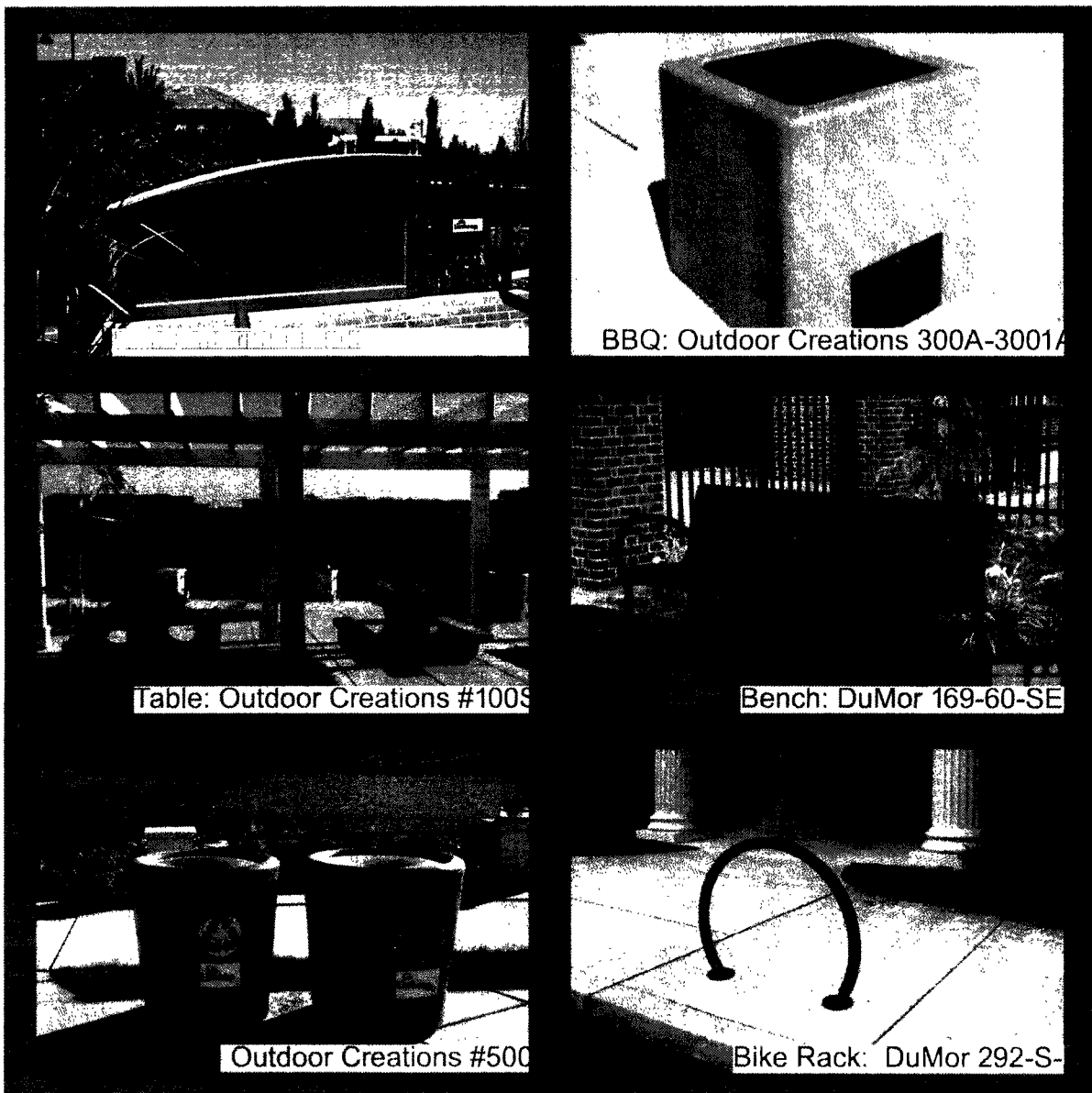
- Motion sensor activated security lighting may be considered for all new park construction and existing park renovation as method of security lighting.
- Parks may be evaluated for feasibility of dimming or motion sensor activated lighting complaint with California Energy Commission Title 24 on a case-by-case basis.
- The Project for Public Spaces emphasizes the importance of not "over-lighting" and area. This creates a harsh adjustment for the eye and deeper shadows just outside the lighting candle for park users.
- Light fixtures will be installed to appropriate heights for usage. In general, Neighborhood parks will not be lighted. Lighting in larger parks may be required for safety and to light sports fields and large areas.
- Neighborhood parks may require lights installed to an appropriate pedestrian height, while sports field lighting will require greater height.
- LED and solar lights offer benefits of low energy consumption with a minimum of construction disruption to the surrounding area. Solar lighting is appropriate for providing light for pedestrian areas and pathways, not large-scale night lighting of parks.
- Though not utilized in most parks, some parks may include decorative bollard lighting and railings as is found throughout the River Islands Development. Typically these have been used along lake frontages, along River Islands Parkway, and at trailhead pocket parks.



### Site Furniture

- Site furniture should be attractive and inviting, yet durable enough to withstand heavy use.
- Site furnishings will be manufactured to include River Islands and City logo to reinforce consistent community sense of place.
- Post concise, bilingual signage requiring dog owners to clean up after their animals.
- Add dog waster bag dispensers at prominent entrances and at intervals along pedestrian pathways at park facilities.
- Ensure all playgrounds receive regular safety inspections by a Certified Playground Safety Inspector (CPSI)
- Fixtures should be selected that will discourage lying down. Handrail-divided or curvilinear benches are options.
- Site furniture and other fixtures should discourage skateboarding and activities in non-designated areas.
- Select fixtures that will not create visual obstructions or potential blind spots which could impair surveillance.
- Provide trash receptacles at locations that may be easily monitored and emptied by maintenance staff.
- Park signs will include River Islands logo and City of Lathrop logo to reinforce the commitment to the community.
- Site furniture will be approved by City. Drinking fountains should include an option for dog watering stations where appropriate.

### River Islands Standard Furnishings





### 3.9 CONNECTIVITY

Connecting parks to their users is an important piece of increasing community investment and use of parks facilities. Best practices typically involve locating new parks centrally within a neighborhood or adjacent to other community amenities, such as schools or community centers, in order to increase visibility and use. Alternately, locating walkable streets and bicycle paths to connect parks with other community hot spots provides alternative access for users who cannot or do not prefer to drive. The same efforts may be made to align public transportation stops with parks, in an effort to coordinate parks and trail heads adjacent to public transit.

In the case of River Islands, geographically adjacent amenities such as schools, town center, lakes, and the rivers are opportunities for establishing walkable, bike-able connections. A non-vehicular option to navigate these sites and others within the community might encourage users to walk or bike between natural and cultural amenities firsthand rather than driving between each. Establishing and utilizing levee trails and connecting them to park locations helps establish a non-vehicular connection in River Islands.

Easy pedestrian and non-motorized access to the levee trail is crucial to the concept of a walkable community. Multiple off-site parking options will be available for access to the trail for those who need to travel to an access point for vehicle or horse off-load. An equestrian staging area is proposed near the transit oriented area due to its ample space and access to the levee trail. These off-site access locations, designated with appropriate signage, may be included at Community Park C1, the transit oriented development area, the employment center, and at the high school site.



### 3.10 ACCESS AND INCLUSION

#### ADA and Beyond Planning for inclusion

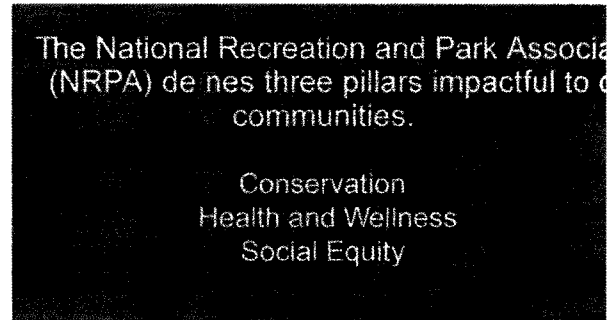
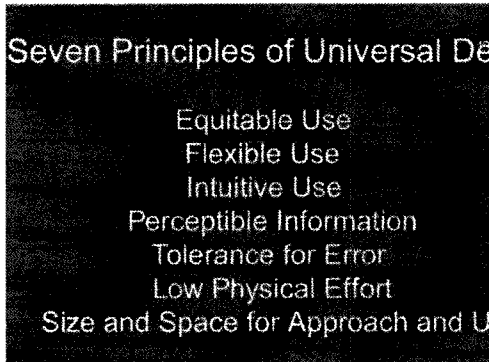
Trends in park development nationwide are beginning to include varied recreation opportunities such that all members of a community may enjoy public recreation facilities. It is standard best practice to comply with all local and federal guidelines for universal accessibility in public spaces per the Americans with Disabilities (ADA) regulations. New projects and retrofits to existing parks and facilities must seek to include all members of the community. In addition to complying with ADA standards for basic accessibility, park designs may include standards from the California State Parks Accessibility Guidelines in order to increase accessibility to its facilities for all users.

Recreation amenities such as walking paths may include signage and wayfinding for persons with visual impairment, while play areas may include accessibility options for caregivers with varied levels of physical ability. Play areas should include solid impact-attenuating surfaces in order to ensure a safe path of travel for all users.

#### Universal Design and Social Inclusion

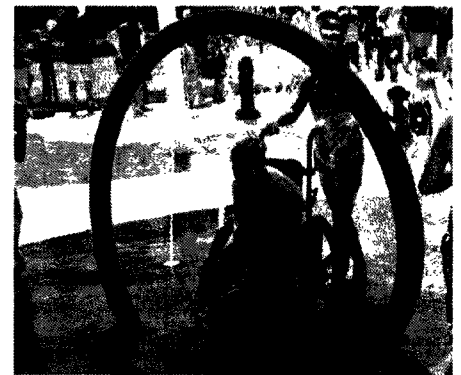
In more recent years, park features have moved toward including universal access, social inclusion, and sensory integration to include everyone. Incorporating these elements increases the parks' ability to attract many unique users and increases the functionality of the amenity. Parks and recreation amenities which encourage participation by all residents and visitors, regardless of physical or mental ability, demonstrate investment in the public.

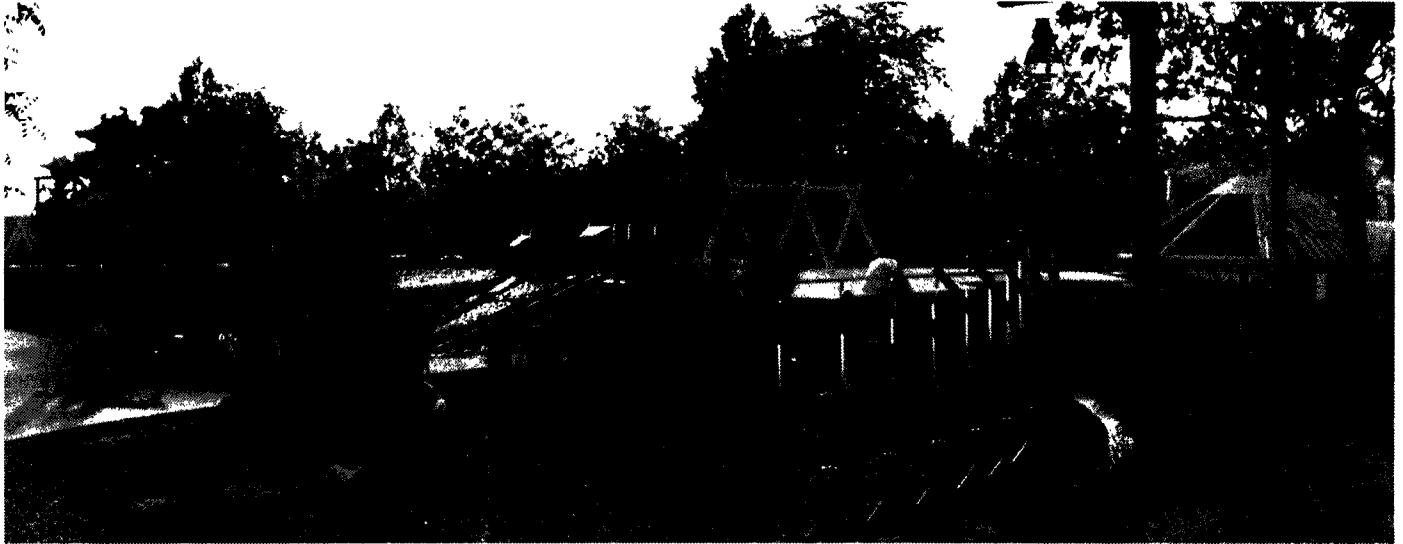
Playground areas provide children space to develop essential emotional, social and physical skills. Therefore, these spaces should include elements appropriate for supporting all facets of childhood development in a safe environment. Cutting-edge studies of children and nature suggest a myriad of benefits in integrating opportunities for spontaneous learning with natural systems into playgrounds. Examples may include non-programmed areas consisting of varied topography and surface materials, planting of trees within the playground space, flexible play space edges to encourage play to extend to other natural areas of the park. As a valuable experience in childhood development, nature play may be explored as a signature resource to be developed.



Social equity in parks refer to a person’s ability to access health and wellness benefits associated with using the park. Universal design enables groups in society who struggle with physical or mental abilities to fully access and utilize parks and recreational spaces. The following six areas of park design contribute to creating socially inclusive spaces with universal accessibility and sensory integration.

1. Facilities: parking areas, pathways, restrooms, public buildings, and access to water.
2. Parking: provide more than the minimum ADA requirements for parking spaces. Provide accessible parking throughout the park and located near inclusive play areas. This provides numerous access points available to all users.
3. Pathways: Exceed ADA width guidelines Wider pathways allow for easier group access and multiple wheeled devices like wheelchairs and strollers.
4. Restrooms Locate restrooms near ball fields and inclusive play areas. Include family restrooms large enough to house a full-size changing table, and large enough for a caregiver to attend to a full-size adult.
5. Splash Pads: Access to pools and water areas can benefit individuals with different disabilities. Splash pads are a great way to provide easy access to water. Actuators should be planned for locations and heights that are accessible.
6. Playgrounds: Children with disabilities are one of the largest under served minority groups in our nations. 8.9% of children between the ages of 3 and 21 years old have a disability. Of these, approximately 1.1% will have a physical disability, 1.1% will have a sensory disability, 19.1% will have a communicative disability, 11.2% will have a social/emotional disability, and 53.9% will have an intellectual disability. Additionally, 2.2% will have multiple disabilities and 10.1% will have chronic health impairment such as cancer. Disability is often misconstrued as inability to experience play because of limitation form impairment. With over 16% of the local population of





children 5 and up having some sort of disability, and over 27% of the local population aged 18 and under, the need for a place to play together regardless of physical or mental limitations is evident. When feasible and when budgets allow socially inclusive and sensory integrated play principals as noted below will be used.

- Comprehensive and Balances Sensory Play opportunities: Sight, Smell, Sounds, Touch, Taste, Interoceptive, Vestibular, and Proprioceptive.
- Cozy spaces: Areas designed to escape sensory overload and re-engage after self-regulation.
- Unitary System Impact Attenuating Surfaces: For unimpeded access to recreation
- Shade Play: Areas must have ample shade to provide respite from heat.
- Diversity: Provide diversity in play opportunities that exceed ADA minimums (i.e. types, materials, grasping requirements, level of difficulty, elevated vs ground level)
- Cognitive Simplicity: Play spaces should be easy to navigate with recognizable landmarks and wayfinding.
- Social Play Opportunities: For social interaction and play that promote multi-users.
- Intergenerational Play: Activities that encourage multiple generations to play together and interact.
- Fencing: Some children on the autism spectrum and with disabilities have a tendency to bolt from the playground. The playground should be fenced to keep children from running onto nearby roads, canals, and/or other hazards.
- Allergens: Select plant species that will be plant near playgrounds and parks that produce low levels of allergens and are not irritant to skin when touched. The Ogren's Allergy Scale or OPALS Scale can be used to determine this.

### Playground Surfacing

The primary safety surfacing system used in the River Islands Development is rubberized surfacing.

### Resources

California State Parks. "The Health and Social Benefits of Recreation." 2005.

Recreation Management. "A Look at Trends in Parks and Recreation." 2009.

Westrup, Laura. "Quimby Act 101: An Abbreviated Overview." May 2002. [www.parks.ca.gov/pages/795/files/quimby101.pdf](http://www.parks.ca.gov/pages/795/files/quimby101.pdf)

CPTED Guidelines: [www.cptedsecurity.com](http://www.cptedsecurity.com)

Project for Public Spaces. "Lighting Use and Design." 2015. [www.pps.org/reference/streetlights](http://www.pps.org/reference/streetlights)

The Center for Universal Design (1997). *The Principles of Universal Design*. Version 2.0 Raleigh, NC: North Carolina State University

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## **CHAPTER 4**

### **PROPOSED PARKS MASTER PLAN & PARK CONCEPT PLANS**

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## 4.1 CITY OF LATHROP PARKS AND OPEN SPACE GENERAL PLAN REQUIREMENTS

The Lathrop General Plan calls for a network of open spaces which include neighborhood parks, community parks, and recreation corridors that run along waterbodies or connect major components of the overall park system. This system will in part follow along boundary levees and sloughs as well as the river system, and be made up of pedestrian and bike trails, open space and formal parks. Irrigation of open spaces will implement recycled water distributed through a purple pipe system to reduce the amount of potable water used. Some parks will be adjacent to schools to maximize their usefulness for the community, while others will be standalone parks separate from educational facilities. Wildlife habitat including wetlands have been created to enhance natural habitat, which will aid in resource management of the planning area.

## 4.2 PARK ACREAGE & SERVICE AREA STANDARDS

Condition 116 of Vesting Tentative Map 3694 requires a minimum number and size (in acres) of various recreational facilities for Phase 1 of River Islands. The City of Lathrop has had the discretion to substitute certain facilities to provide more flexibility in programming. For instance, a multi-use field may be constructed to accommodate both softball and baseball, but credit could be given for the specific facility shown in Condition 116. Parks that were designed and built as a part of Phase 1 development included mandatory elements required by Condition 116 or otherwise required by the City, and "additional recreational facilities", facilities that were not required by condition of approval. Phase 2 acreages and facilities/ amenities have been calculated and determined separately from the Phase 1 development and will stand apart from any Phase 1 development requirements. Phase 2 requirements are outlined below in Tables 4.1 and 4.2.

Community and neighborhood park acreages for Phase 2 were used to calculate and meet the State's minimum parkland dedication requirements. Neighborhood Parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 populations. The population is estimated by using 3.0 persons per household. The following table summarizes the minimum acreage requirement and shows that the minimum requirement has been met for Phase 2.

QUIMBY ACT CALCULATION				
	STANDARD	REQUIREMENT	PHASE2 CALCS	DIFFERENCE
DWELLING UNITS			10,726	
POPULATION	3.0 per DU		32,178	
COMMUNITY PARKS (C)	3 acres/ 1000	96.53 acres	97.44 acres	+0.91 acres
NEIGHBORHOOD PARKS (N)	2 acres/ 1000	64.36 acres	68.05 acres	+3.69 acres
TOTAL C & N PARKS	5 ACRES/ 1000	160.89 ACRES	165.49 ACRES	+4.6 ACRES



### 4.3 DISTRIBUTION OF EXISTING PARKS AND FACILITIES

Current maps of River Islands parks were studied based upon established measurements of user walkability and recommended park programming to determine new park locations for Phase 2. Smaller neighborhood parks service the immediate surrounding neighborhood with the minimum being ¼ mile radius up to ½ mile radius. Larger community parks have a larger service radius with the range of ½ mile to 1 mile radius.

Figure 4.1 shows most areas within Phase 1 and Phase 2 are covered within the ¼ mile radius, and all areas are serviced within ½ mile. As can be seen all areas within Phase 2 fall within the ½ mile service range for neighborhood parks, most areas falling within a ¼ mile radius.

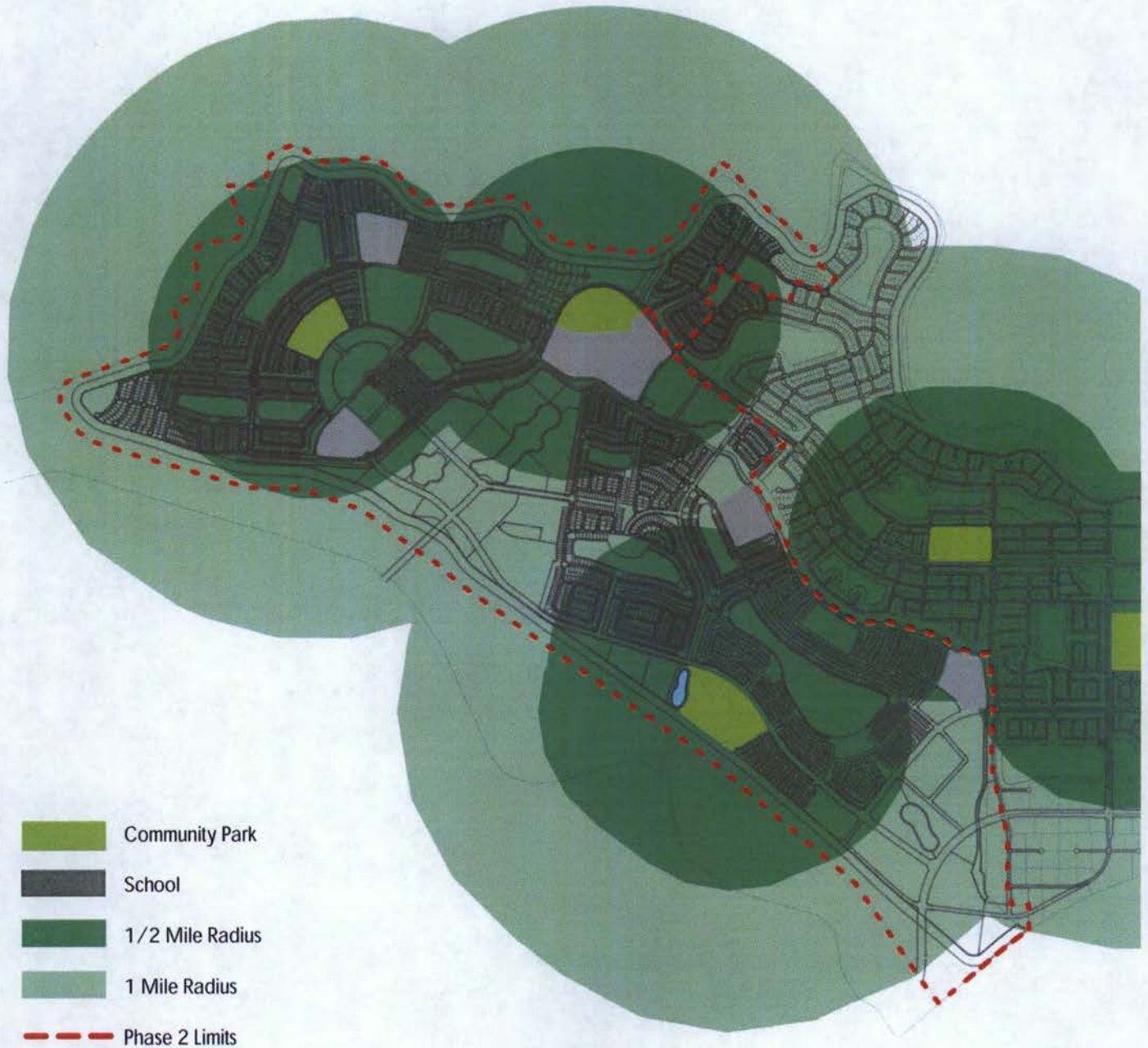
FIGURE 4.1 - NEIGHBORHOOD PARK SERVICE AREA MAP





Figure 4.2 shows a more even distribution of community parks within Phase 1 than in Phase 2. A small area within the transit oriented development (TOD) areas falls outside the community park buffer. This area will primarily be parking and infrastructure related to the Valley Link train station. With this exception, all areas within the development fall within a 1 mile radius of a Community Park and most areas fall within a ½ mile service area.

FIGURE 4.2 - COMMUNITY PARK SERVICE AREA MAP



### 4.4 PARK AMENITY BENCHMARKS

The National Recreation and Park Association (NRPA) has long been an organization relied on for guidelines and instruction regarding best practices for parks and open spaces. In 2019 the NRPA published an Agency Performance Review document providing benchmarks for suggested amenity counts based on residents per square mile. Table 4.2 reflects the number of amenities proposed for phase 2 based on the NRPA’s published recommendations and Table 4.4 reflects which parks they are located in.

### 4.5 PROPOSED PARKS & OPEN SPACE SYSTEM

The parks and open space system depicted in this chapter were developed following multiple meetings and reviews of park system components with City of Lathrop staff. In order to clearly identify the components of the system maps were created and are included in this chapter as follows:

- Figure 4.3 - Phase 2 Park Designation Map
- Figure 4.4 - Phase 2 Quimby Act Park Designation Map

TABLE 4.2 - PHASE 2 PROJECTED FACILITY REQUIREMENTS

OUTDOOR PARK AND RECREATION FACILITIES PER NRPA PERFORMANCE BENCHMARKS				
	Population	SQ Mile	Residents/SQ Mile	
<b>Phase 2 Population:</b>	<b>32,178</b>	<b>5.17</b>	<b>6,224</b>	
Design Element	Population Standard (1 per shown population)	Design Element Standard for RI Phase 2 Development	Phase 2 Facilities Proposed	Required Standard Met
<b>Court Sports</b>				
Basketball Courts	7,400	4.35	6	✓
Tennis Courts	4,858	6.62	8	✓
Multiuse courts (basketball/volleyball/other)	16,250	1.98	2	✓
<b>Diamond Fields*</b>				
Baseball (Youth)	7,369	4.37	4	✓
Baseball (Adult)	25,834	1.25	1	✓
Softball Adult	13,773	2.34	2	✓
Softball Youth	15,000	2.15	2	✓
<b>Rectangular Fields</b>				
Multi Purpose	9,000	3.58	4	✓
Soccer Youth	8,784	3.66	4	✓
Soccer Adult	15,000	2.15	2	✓
Football	35,572	0.90	1	✓
<b>Other</b>				
Dog Park	55,675	0.58	2	✓
Skate Park	62,325	0.51	0	✓

- Figure 4.5 - Phase 2 Circulation Map
- Figure 4.6 - Phase 2 Safe Routes To Schools

#### 4.6 PRELIMINARY PARK CONCEPT PLANS

In order to identify intended locations of required and additional park elements throughout the development, preliminary concept plans have been developed for all Quimby Act related community parks and neighborhood parks. In addition examples of potential pocket parks, and linear parks have also been shown which will be built by River Islands, but not intended to be built in order to meet Quimby Act requirements. All concepts are simple concepts to convey basic park ideas and are not to be misconstrued as final designs. As each neighborhood is developed the park designs will be revisited and adjusted to meet specific neighborhood, budget, and recreational needs. Any changes to the park locations, acreages, or amenities must be approved by the City of Lathrop prior to construction. Modifications to park locations, acreages and/or planned amenities shall be reviewed and approved by the City of Lathrop prior to construction. Amendments to this Parks & Open Space Plan shall be reviewed and approved by the City of Lathrop.

#### 4.7 CITY OVERSIGHT & DEVELOPMENT PROCESS

There are many types of open spaces and recreational facilities incorporated into the River Islands Phase 2 development. While the development is located within the City boundaries, portions of these open spaces are owned by Reclamation District 2062 (RD2062) and all parks and open space are maintained by the River Islands Public Finance Authority (RIPFA). The following table has been provided to clearly delineate the required reviews to be completed by each agency, for each open space type.

The following descriptions describe the review typology listed in Table 4.3.

- Comprehensive Review - Comprehensive review refers to plan review for construction level improvement plans. Prior to Improvement Plans, a Site Plan for Neighborhood Parks and Community Parks shall be reviewed and approved by the City and Parks & Recreation Commission. These plans are typically reviewed and signed by the Public Works Department, Parks & Recreation Department, and the Lathrop Manteca Fire District. The City may determine which departments are required for review based on a project by project basis.
- Courtesy Review - A courtesy review of construction level improvement plans by the Public Works Department for open spaces owned and maintained by RD2062 and/or RIPFA but not in the public right of way.
- Utility Only Review - A review by the Public Works Department of construction level utility plans only, for spaces owned and maintained by RD2062 and/or RIPFA.

TABLE 4.3 - AGENCY REVIEW TABLE

OPEN SPACE TYPE	TYPE OF REVIEW				
	City of Lathrop Comprehensive Review	City of Lathrop Utility Only Review	RD 2062	Parks & Recreation Commission	City Council
Community Park	✓			✓	
Levee Trail	✓		✓		
	✓		✓	✓	
Linear Trail	✓		✓		
Water Rtd Open Space (non-park)		✓	✓		
Open Space (outside ROW)			✓		
Open Space (ROW Related)	✓		✓		
Parks & Open Space Master Plan	✓			✓	✓

TABLE 4.4 - PHASE 2 PARK FACILITIES BY LOCATION

OUTDOOR PARK AND RECREATION FACILITIES PER NRPA PERFORMANCE BENCHMARKS BY PARK *															
				Park N1	Park N2	Park N3	Park N4	Park N5	Park N6	Park N7	Park N8	Park N9	Park N10	Park N11	Total
Basketball Courts		2	1	1					1			1			6
Tennis Courts	6		2												8
Multiuse courts	1											1			2
Baseball (Youth)	4														4
Baseball (Adult)		1													1
Softball Adult		2													2
Softball Youth		2													2
Multi Purpose							1		2		1				4
Soccer Youth			3					1							4
Soccer Adult							1				1				2
Football			1												1
Dog Park					1				1						2

\*Lighted fields are required for (2) adult softball, (1) adult baseball, and (1) lighted soccer/multi purpose field.



FIGURE 4.3 - PHASE 2 PARK DESIGNATION MAP



PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
<b>NEIGHBORHOOD PARK</b>				
N1	Neighborhood Park 1	48.05	X	RD 2062
N2	Neighborhood Park 2	12.87	X	CITY
N3	Neighborhood Park 3	4.0	X	CITY
N4	Neighborhood Park 4	5.4	X	CITY
N5	Neighborhood Park 5	7.8	X	CITY
N6	Neighborhood Park 6	5.2	X	RD 2062
N7	Neighborhood Park 7	5.4	X	RD 2062
N8	Neighborhood Park 8	5.3	X	CITY
N9	Neighborhood Park 9	4.0	X	CITY
N10	School Site	10	X	SCHOOL

PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
<b>POCKET PARK</b>				
P-EV1	Pocket Park - East Village - 1	22.46		
P-EV2	Pocket Park - East Village - 2	0.47		
P-EV3	Pocket Park - East Village - 3	0.31		
P-EV4	Pocket Park - East Village - 4	0.80		
P-LH1	Pocket Park - Lake Harbor - 1	0.94		
P-LH2	Pocket Park - Lake Harbor - 2	0.34		
P-LH3	Pocket Park - Lake Harbor - 3	0.29		
P-LH4	Pocket Park - Lake Harbor - 4	0.19		
P-LH5	Pocket Park - Lake Harbor - 5	0.37		
P-LH6	Pocket Park - Lake Harbor - 6	0.37		
P-LH7	Pocket Park - Lake Harbor - 7	0.49		
P-LH8	Pocket Park - Lake Harbor - 8	0.12		
P-LH9	Pocket Park - Lake Harbor - 9	0.33		
P-LH10	Pocket Park - Lake Harbor - 10	0.51		
P-W1	Pocket Park - Woodland - 1	0.28		
P-W2	Pocket Park - Woodland - 2	0.32		
P-W3	Pocket Park - Woodland - 3	0.97		
P-W4	Pocket Park - Woodland - 4	0.30		
P-W5	Pocket Park - Woodland - 5	0.36		
P-W6	Pocket Park - Woodland - 6	0.36		
P-W7	Pocket Park - Woodland - 7	0.22		
P-W8	Pocket Park - Woodland - 8	0.32		
P-W9	Pocket Park - Woodland - 9	0.40		
P-W10	Pocket Park - Woodland - 10	0.68		
P-W11	Pocket Park - Woodland - 11	0.73		
P-W12	Pocket Park - Woodland - 12	0.22		
P-W13	Pocket Park - Woodland - 13	0.42		
P-W14	Pocket Park - Woodland - 14	0.27		
P-W15	Pocket Park - Woodland - 15	0.22		
P-W16	Pocket Park - Woodland East - 1	0.36		
P-W17	Pocket Park - Woodland East - 2	0.36		
P-W18	Pocket Park - Woodland East - 3	0.39		
P-W19	Pocket Park - Woodland East - 4	0.52		
P-W20	Pocket Park - Woodland East - 5	0.4		
P-W21	Pocket Park - Woodland East - 6	0.3		
P-W22	Pocket Park - Woodland East - 7	0.73		
P-W23	Pocket Park - Woodland East - 8	0.38		
P-W24	Pocket Park - Woodland East - 9	0.22		
P-W25	Pocket Park - Woodland East - 10	0.68		
P-W26	Pocket Park - Woodland East - 11	0.3		
P-W27	Pocket Park - Woodland East - 12	0.66		
P-W28	Pocket Park - West Village - 1	1.19		
P-W29	Pocket Park - West Village - 2	0.37		
P-W30	Pocket Park - West Village - 3	0.57		
P-W31	Pocket Park - West Village - 4	0.64		
P-W32	Pocket Park - West Village - 5	0.46		
P-W33	Pocket Park - West Village - 6	0.65		
P-W34	Pocket Park - West Village - 7	0.33		

PARK #	PARK NAME	ACREAGE	QUIMBY ACT	MILE	OWNERSHIP
<b>COMMUNITY PARK**</b>					
C1	Community Park 1	97.44	X	X	CITY
C2	Community Park 2	22.5	X	X	CITY
C3	Community Park 3	15.00	X	X	CITY
C4	Levee Trail	28.00	X	X	RD 2062
C4	Levee Trail***	77 Mile	X	X	RD 2062
<b>LINEAR PARK</b>					
L1	Linear Park 1	43.99			
L2	Linear Park 2	14.01		1.5	RD 2062
L3	Linear Park 3	2.57		0.28	
L4	Linear Park 4	1.40		0.18	RD 2062
L5	Linear Park 5	0.70		0.04	RD 2062
L6	Linear Park 6	5.61		0.46	RD 2062
L7	Linear Park 7	0.95		0.14	RD 2062
L8	Linear Park 8	0.73		0.09	RD 2062
L9	Linear Park 9	0.69		0.11	RD 2062
L10	Linear Park 10	2.28		0.18	RD 2062
<b>OPEN SPACE</b>					
		480.36			

\*\*Community Park 1 acreage does not include wetland areas. When a park is adjacent to the levee a 20' zone from the toe of levee is not included in park acreage calculations.  
 \*\*\*The 70' wide levee trail has been used to calculate acreage of the Quimby Act and does not include the levee slopes or 20-foot levee toe.  
 The applicant intends to upgrade the federal levee into a waterwise bench which will be maintained by Reclamation District 2062. There will be no public access to the levee, only the waterwise bench.

FIGURE 4.4 - PHASE 2 QUIMBY ACT PARK DESIGNATION MAP

PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
<b>Neighborhood Parks</b> ----- 68,005				
N1	Neighborhood Park 1	7.98	X	80 2062
N2	Neighborhood Park 2	12.47	X	CITY
N3	Neighborhood Park 3	5.4	X	CITY
N4	Neighborhood Park 4	5.4	X	CITY
N5	Neighborhood Park 5	2.8	X	CITY
N6	Neighborhood Park 6	6.5	X	80 2062
N7	Neighborhood Park 7	5.4	X	80 2062
N8	Neighborhood Park 8	5.3	X	CITY
N9	Neighborhood Park 9	4.0	7	CITY
N10	School Sites	10.0	X	
<b>Community Parks</b> ----- 9744				
C1	Community Park 1*	31.93	1	CITY
C2	Community Park 2	22.50	1	CITY
C3	Community Park 3	22.50	1	CITY
C4	Green Field†	20.00	X	80 2062

Phase 2 Light



\*School Site Calculation: # of Schools x 2.5 acres = total acres  
 \*\*Community Park 1 acreage does not include wetland area  
 †When a park is adjacent to the levee, a 20' distance from the toe of levee is not included in park acreage calculations  
 ‡Levee Easement Calculation: Total Levee Feet x 20' width = total sq ft (43,560 sq ft = 1 acre)  
 Total Miles = 77 Miles  
 The 20' wide levee has been used to calculate acreage of the Quimby Act and does not include any levee slopes or 20' wide levee base  
 The applicant intends to upgrade the Federal levee into a separate park which will be maintained by Reclamation after 2022. There will be no public access to the levee, only the wetlands levee.

QUIMBY ACT CALCULATION			
STANDARD	REQUIREMENT	PHASE 2 CALC.	DIFFERENCE
DWELLING UNITS	10,726	12,178	
POPULATION	3,000/DU	36,534	
COMMUNITY PARKS (C)	96.53 acres	97.44 acres	+0.91 acres
NEIGHBORHOOD PARKS (N)	2 acres / 1,000	64.36 acres	-3.69 acres
TOTAL C & N PARKS	98.53 acres / 1,000	166.87 acres	-4.6 acres

Sizes and locations of parks subject to change through Neighborhood Development Plan process subject to City review and approval.

FIGURE 4.5 - PHASE 2 CIRCULATION MAP

ELEVATED TRAIL Hikers and Bicyclists	.....
CLASS I BIKE PATH Separated from Automobile traffic	—————
CLASS II BIKE LANE Striped and Signed Lane on Roadway	- - - - -
CLASS III BIKE ROUTE Signage on Roadway	.....
PEDESTRIAN TRAIL	—————
PEDESTRIAN CONNECTION	- - - - -
BIKE SIGNAGE	●
WAYFINDING	●
EQUESTRIAN STAGING AREA	●
PHASE 2 LIMITS	- - - - -

All bike signage and wayfinding will include City logo

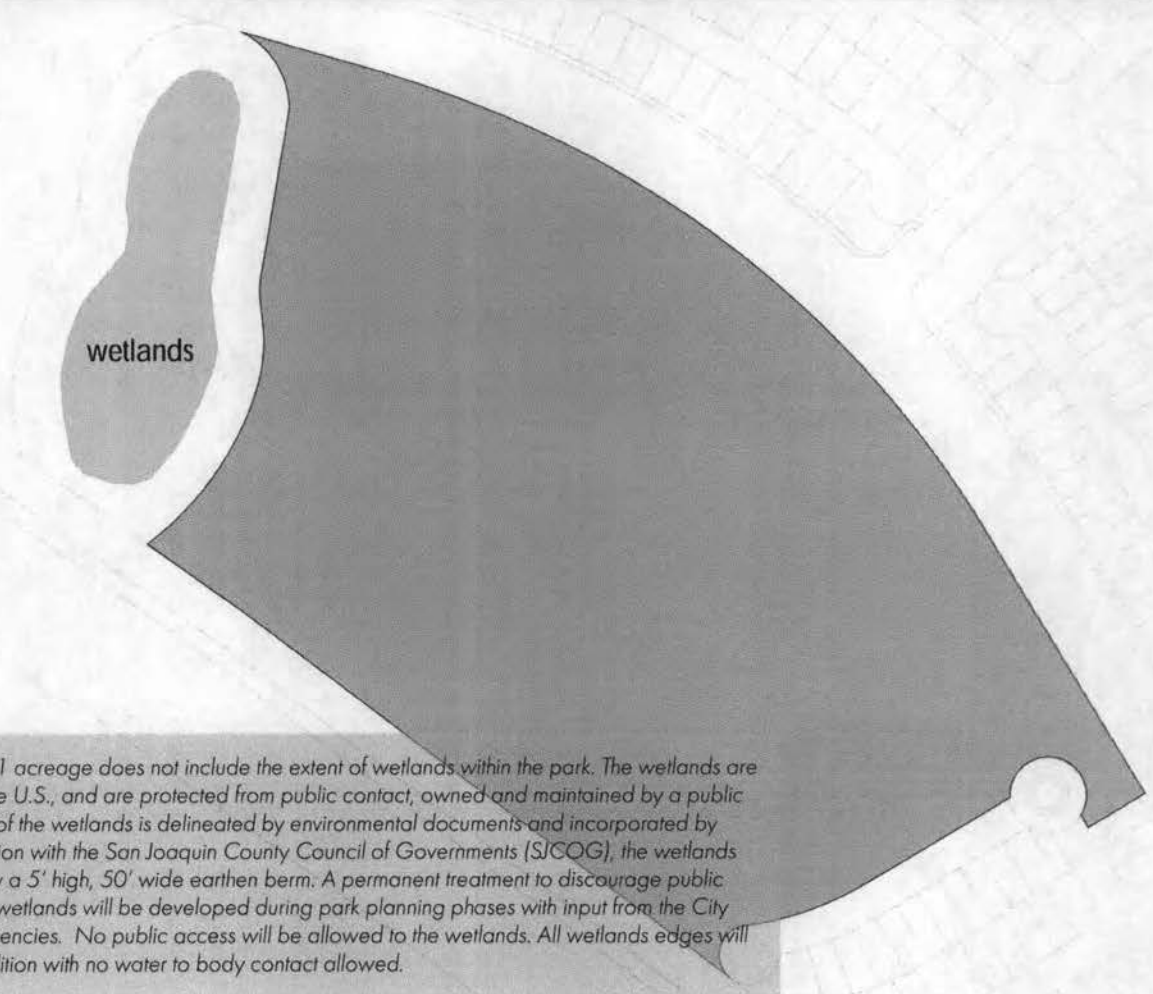


FIGURE 4.6 - PHASE 2 SAFE ROUTES TO SCHOOLS





**COMMUNITY PARK 1**



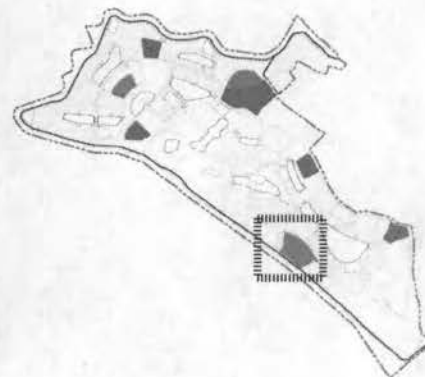
*Note: Community Park 1 acreage does not include the extent of wetlands within the park. The wetlands are considered waters of the U.S., and are protected from public contact, owned and maintained by a public agency. The boundary of the wetlands is delineated by environmental documents and incorporated by reference. In collaboration with the San Joaquin County Council of Governments (SJCOCG), the wetlands have been protected by a 5' high, 50' wide earthen berm. A permanent treatment to discourage public access and protect the wetlands will be developed during park planning phases with input from the City and other governing agencies. No public access will be allowed to the wetlands. All wetlands edges will be left in a natural condition with no water to body contact allowed.*

For illustrative purposes only

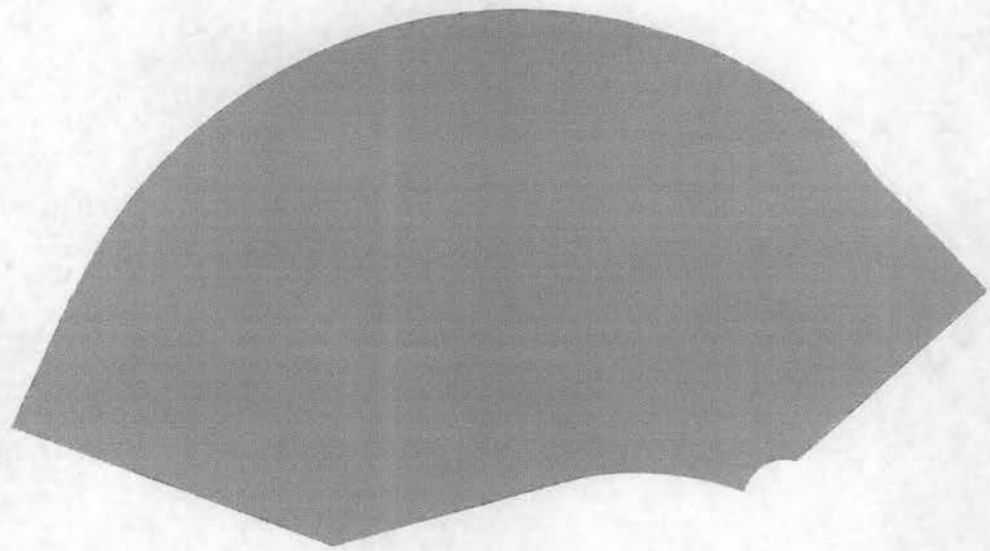
**PARK AMENITIES**

- (4) Baseball Fields
- (6) Tennis Courts
- (1) Multi-court
- On-Site Parking Lot
- Restroom
- Main Playground with Splash Pad
- Wetland Overlook
- Shade Structures, Benches, Tables and BBQ's
- Picnic Areas & Open Space
- Access to Levee Trail with Exercise Equipment
- Spraypad

**COMMUNITY PARK:  
31.9 ACRES**



## COMMUNITY PARK 2

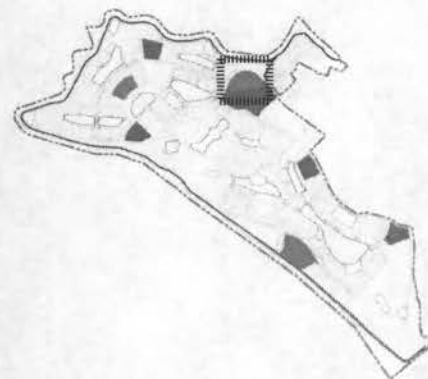


For illustrative purposes only only

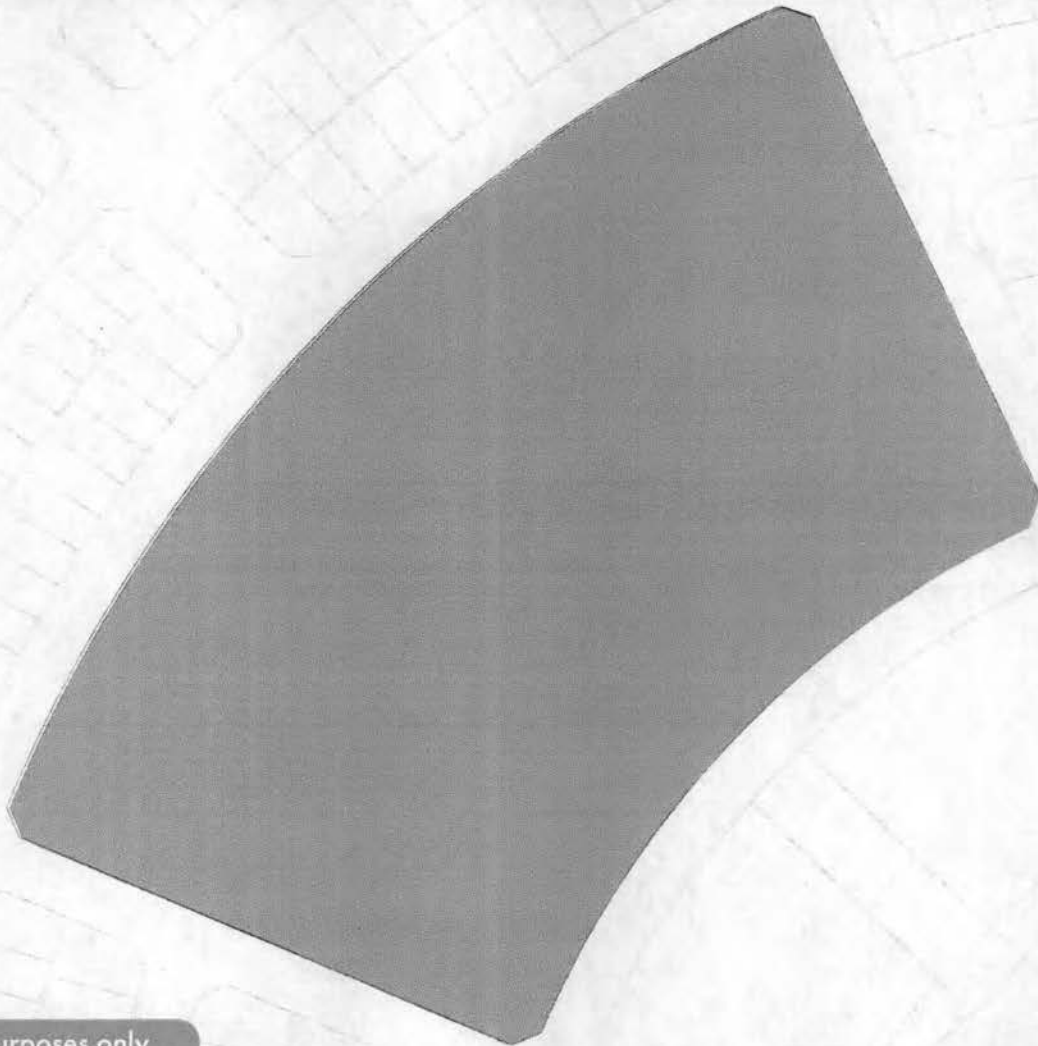
### PARK AMENITIES

- (4) Softball Fields
- (1) Baseball Fields
- (2) Basketball Courts
- Storage Space for Sports Equipment
- Concessions/Restroom Building
- On-Site Parking Lot
- Main Playground with Splash Pad
- Shade Structures, Benches, Tables and BBQ's
- Access to Linear Trail
- Spraypad

COMMUNITY PARK:  
22.5 ACRES



## COMMUNITY PARK 3

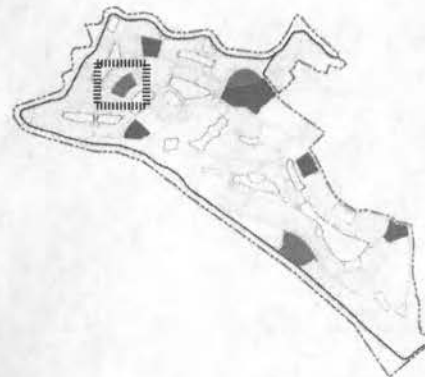


For illustrative purposes only

### PARK AMENITIES

- (3) Soccer Fields
- (1) Football sized sports field
- (2) Pickleball Courts
- (2) Tennis Courts
- (2) Bocce Ball Courts
- (1) Basketball Court
- On-Site Parking Lot
- Playground
- Restroom Building
- Benches
- Shade Structures and Picnic Tables

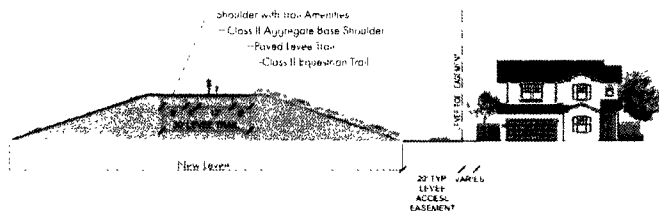
COMMUNITY PARK:  
15.0 ACRES



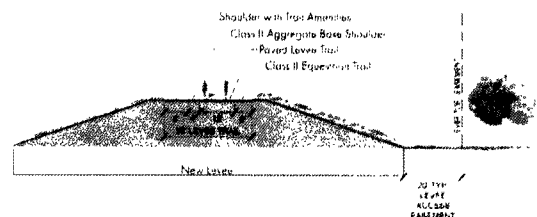


Levee trail along a public street

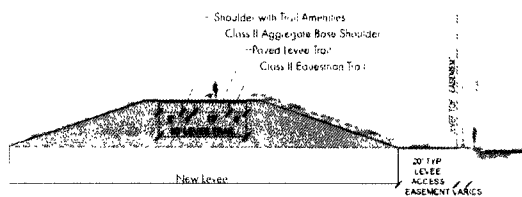
**Levee trail along private property**



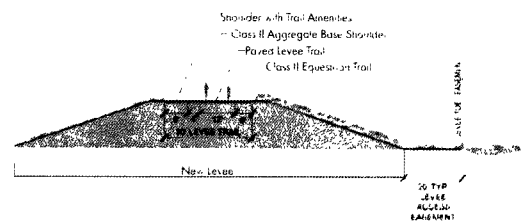
**Levee trail along a park**



**Levee trail along a cul-de-sac**



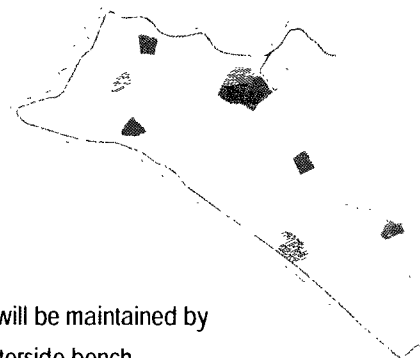
**Levee trail along open space**



**PARK AMENITIES**

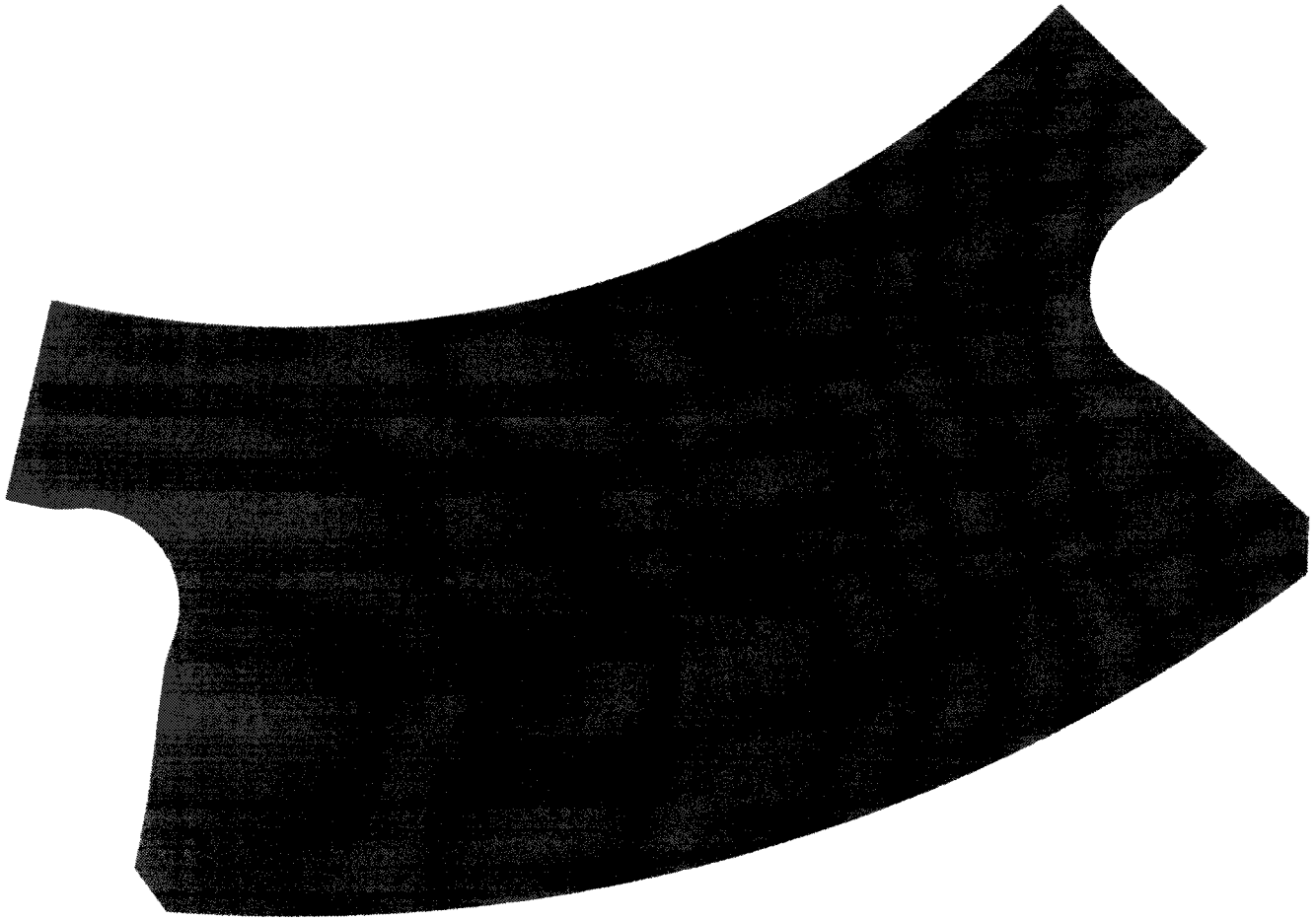
- All-weather Paving (12' paved trail with 4' shoulder)
- Informational Kiosks
- Overlook Views
- Site furnishings and exercise equipment
- Equestrian Trail (6' class II aggregate base on edge of paved trail)

**LEVEE TRAILS:  
28.0 ACRES**



\*The applicant intends to regrade the federal levee into a waterside bench which will be maintained by Reclamation District 2062. There will be no public access to the levee, only the waterside bench.

## NEIGHBORHOOD PARK 1

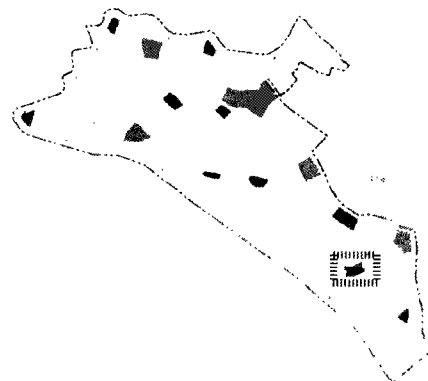


For illustrative purposes only

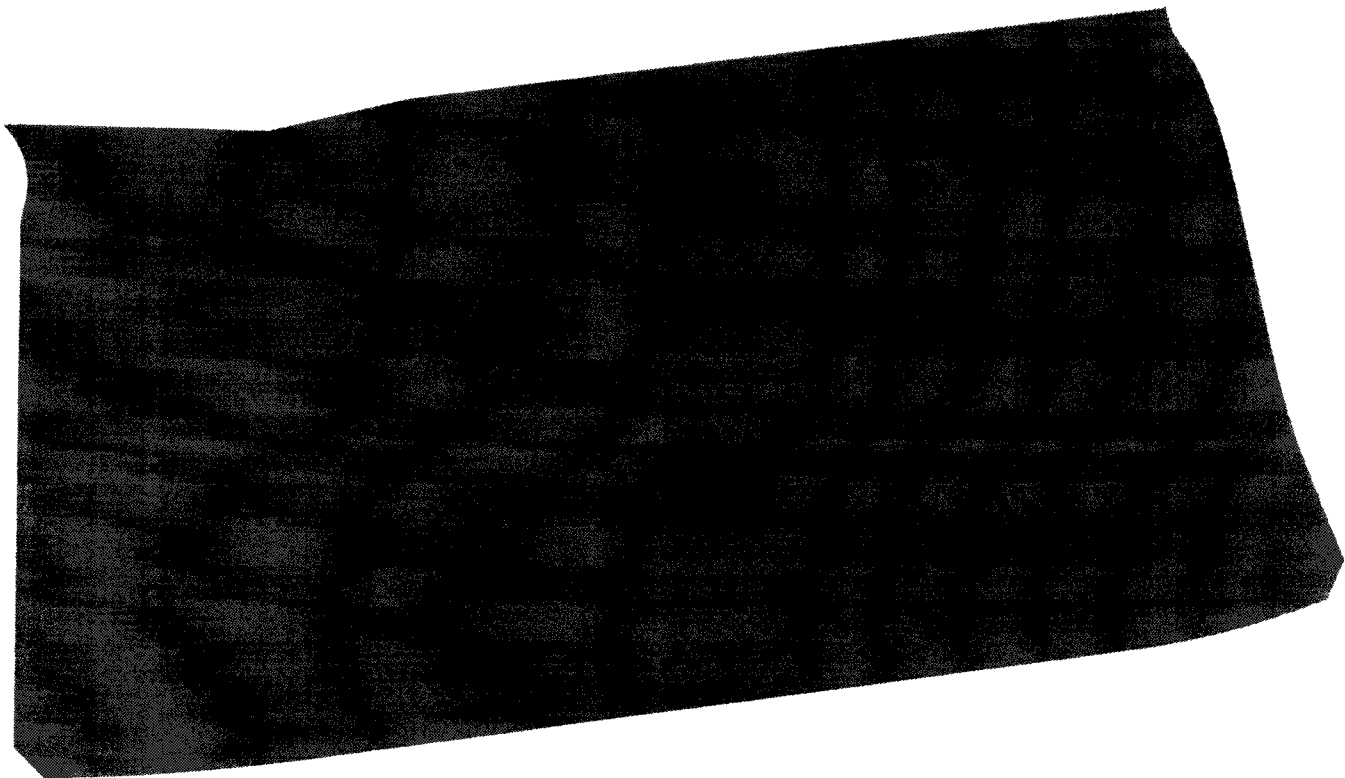
### PARK AMENITIES

- (1) Basketball Court
- Sensory Play Equipment & Playground - "Touch"
- Aromatic/Herb Garden - "Smell & Taste"
- Lake Overlook & Access with Wind Chimes - "Hear"
- Labyrinth Path- "Sight"
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:  
7.18 ACRES



# NEIGHBORHOOD PARK 2

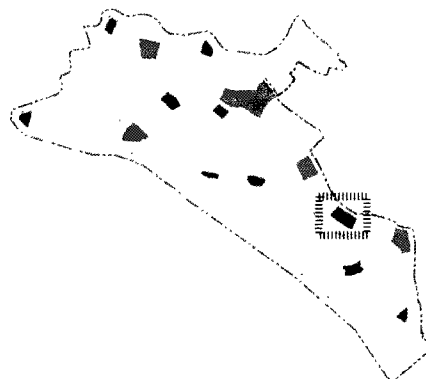


For illustrative purposes only

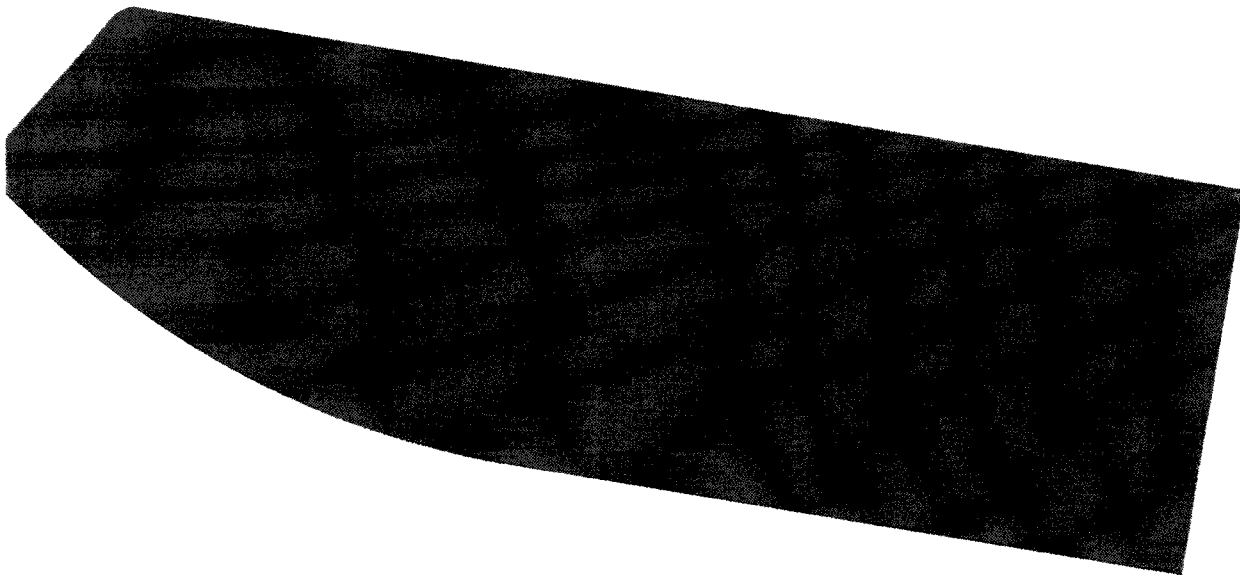
### PARK AMENITIES

- Sensory Garden
- Agility Training
- Small and Large Dog Park
- Pet Wash Stations
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:  
12.47 ACRES



# NEIGHBORHOOD PARK 3

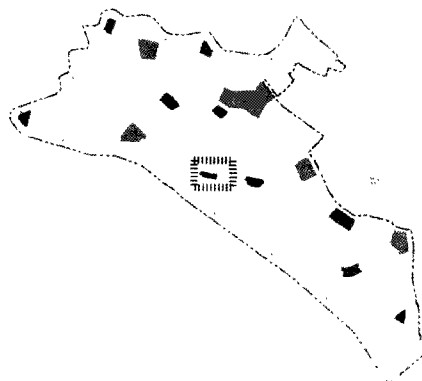


For illustrative purposes only

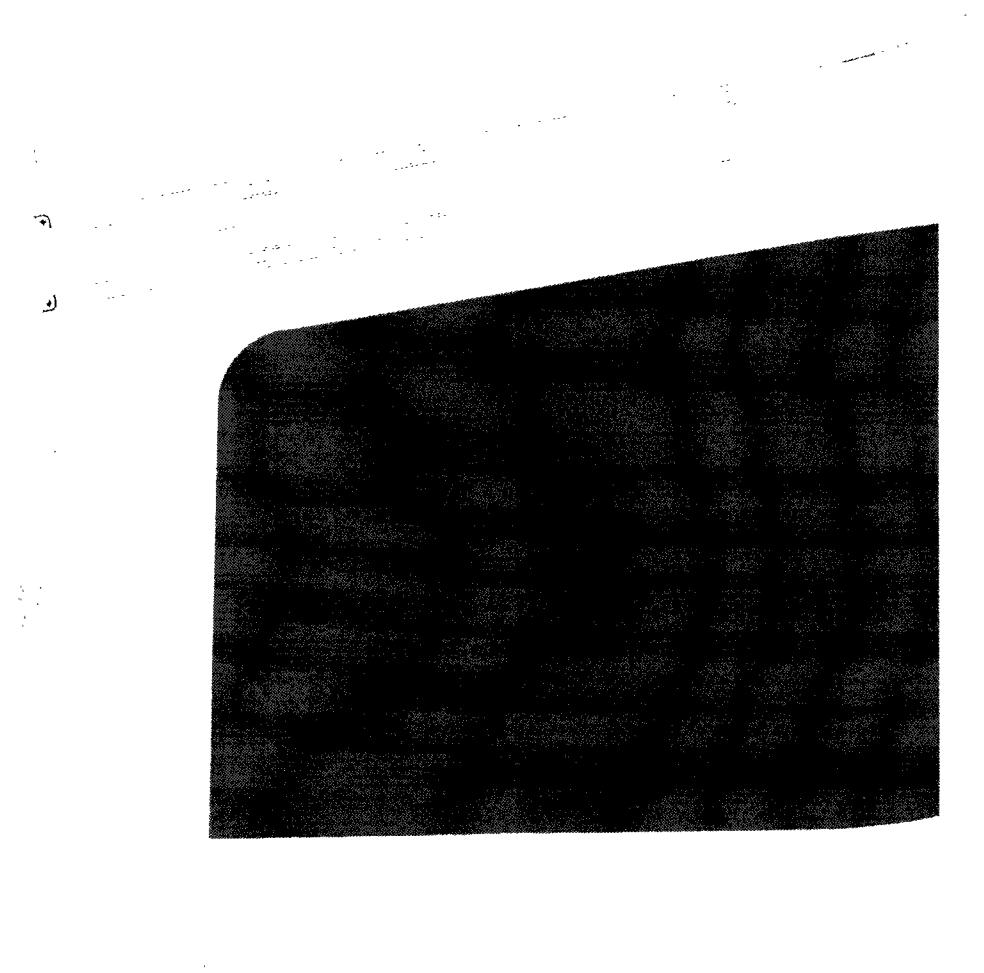
### PARK AMENITIES

- Playground with Shade Sail
- Outdoor Adult Fitness Equipment
- Adult Strength Training
- (1) Soccer Field
- (1) Multi-purpose Field
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:  
4.0 ACRES



# NEIGHBORHOOD PARK 4

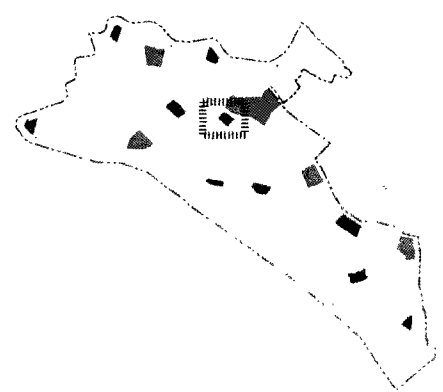


For illustrative purposes only

### PARK AMENITIES

- (1) Soccer Field
- On-site Parking
- Outdoor Gathering/Performance Space
- Shaded Walkways

NEIGHBORHOOD PARK:  
5.4 ACRES





## NEIGHBORHOOD PARK 5

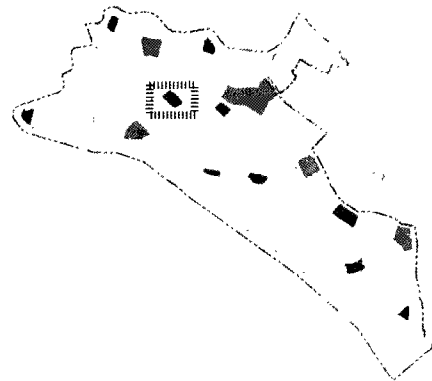


For illustrative purposes only

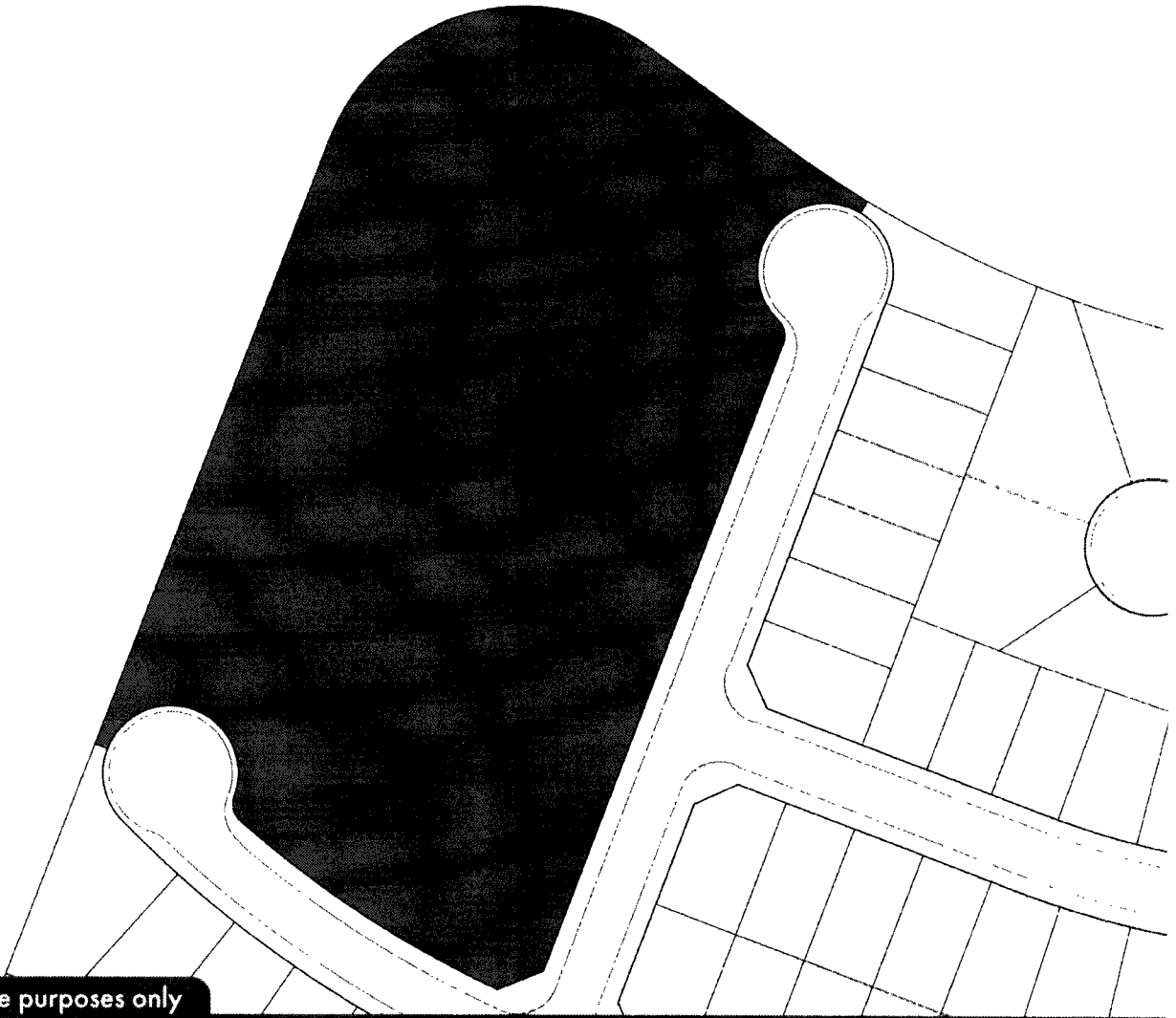
### PARK AMENITIES

- (1) Basketball Court
- (2) Multi-Purpose Field
- Agility Training
- Small Dog Park
- Large Dog Park
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:  
7.8 ACRES



# NEIGHBORHOOD PARK 6

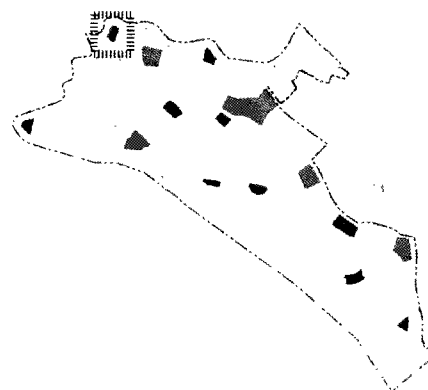


For illustrative purposes only

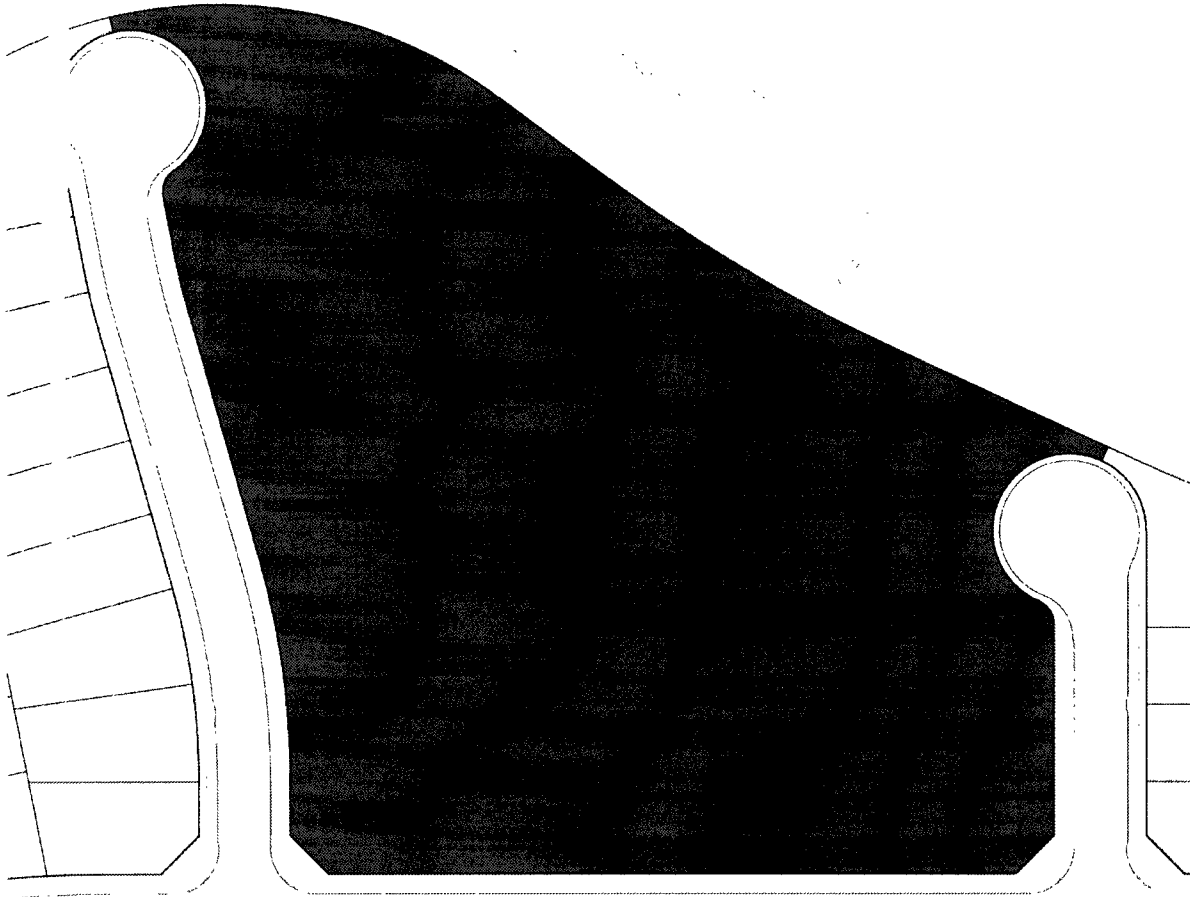
## PARK AMENITIES

- (1) Basketball Courts
- (1) Multi use-court
- Sundial Feature
- Nature Walk
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Connection to Levee Trail
- Open Space

NEIGHBORHOOD PARK:  
6.5 ACRES



## NEIGHBORHOOD PARK 7

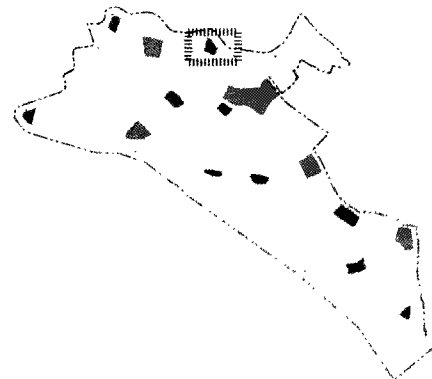


For illustrative purposes only

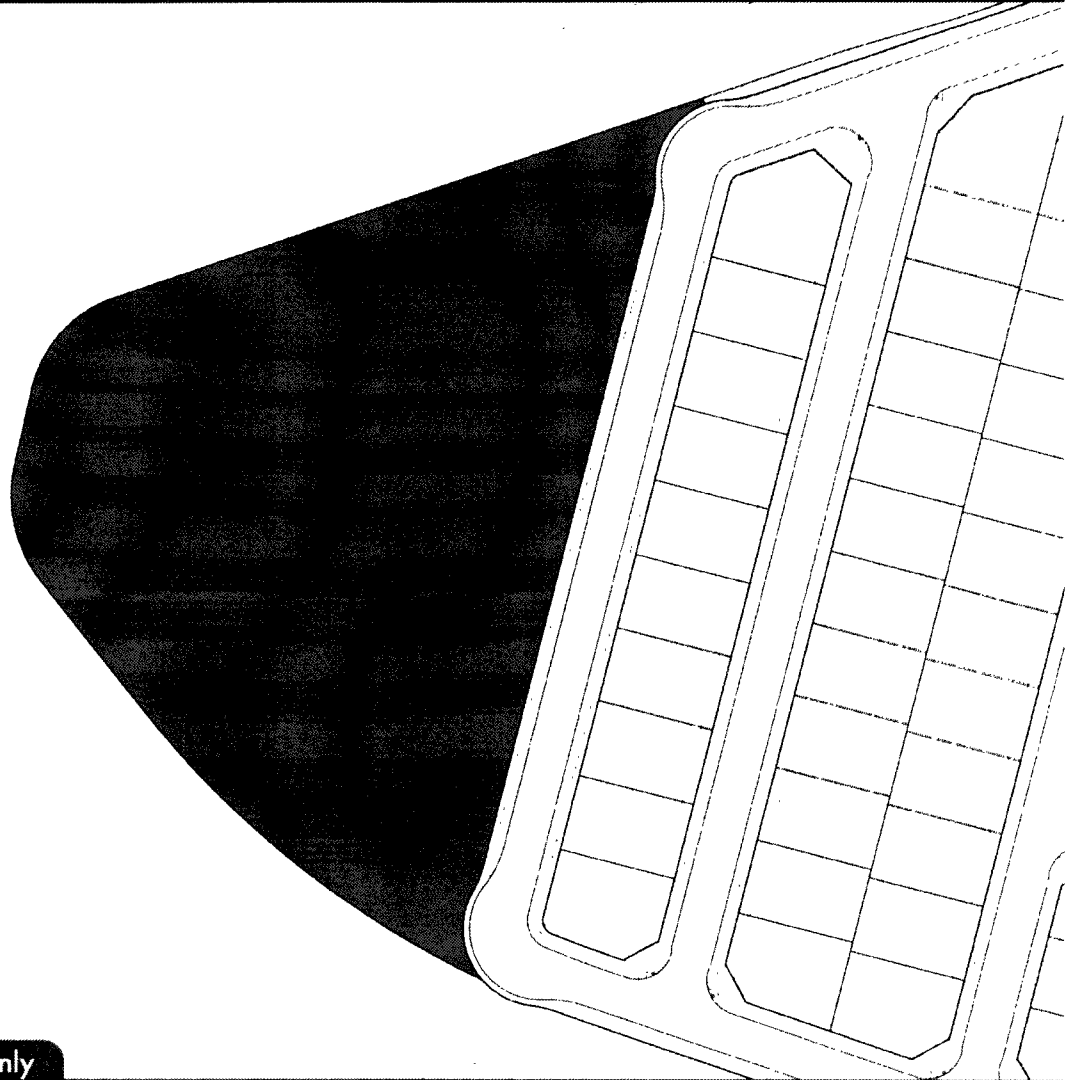
### PARK AMENITIES

- Playground (2-5 years)
- Playground (5-12 years)
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Tree Grove
- Open Space

NEIGHBORHOOD PARK:  
5.4 ACRES



## NEIGHBORHOOD PARK 8

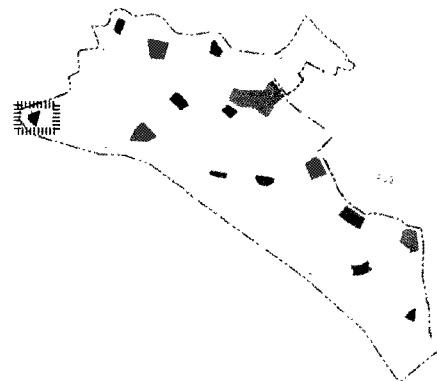


For illustrative purposes only

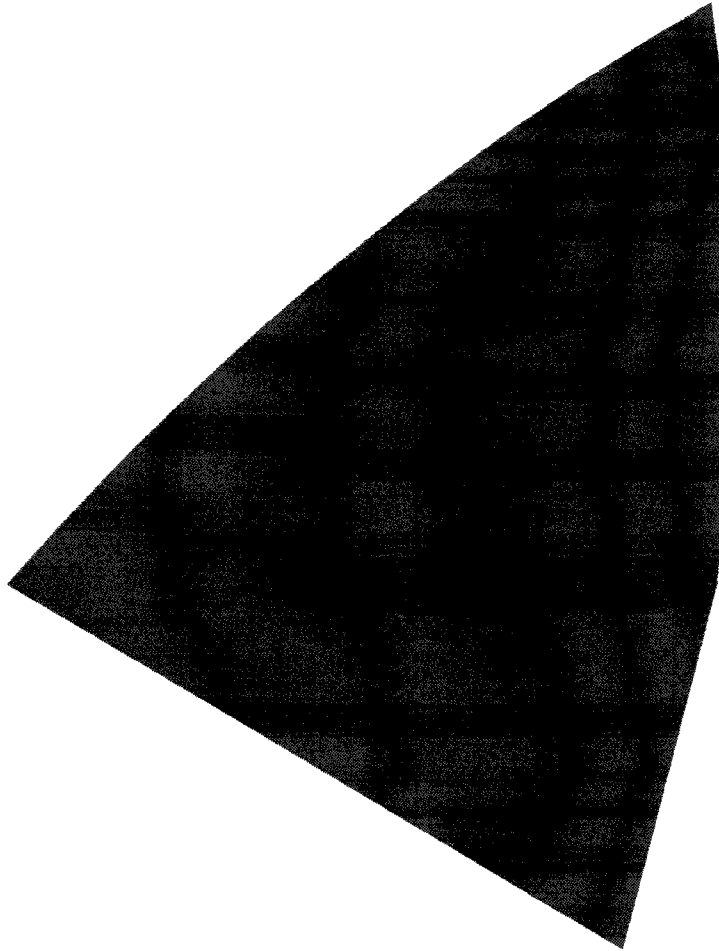
### PARK AMENITIES

- (1) Adult Soccer Field
- (1) Multi-Purpose Field
- (1) Pickleball Court
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Connection to Levee Trail
- Open Space

NEIGHBORHOOD PARK:  
5.30 ACRES



## NEIGHBORHOOD PARK 9

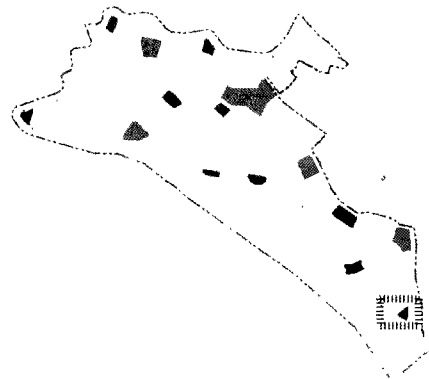


For illustrative purposes only

### PARK AMENITIES

- Perimeter Walk
- Playground
- Benches
- Picnic Tables
- BBQ
- Open Space

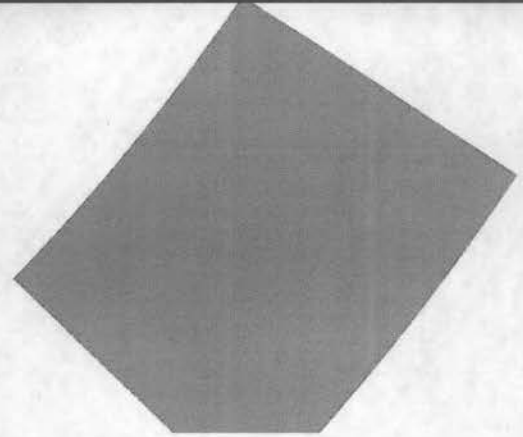
NEIGHBORHOOD PARK:  
4.0 ACRES



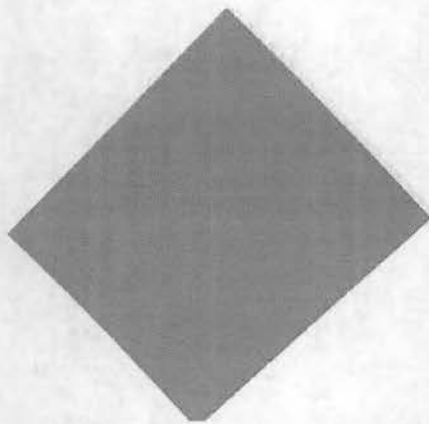
## POCKET PARKS



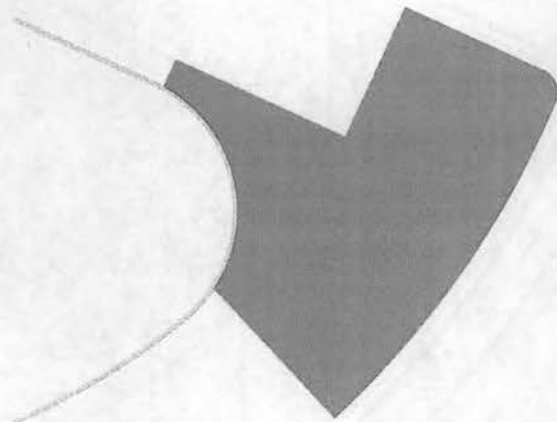
THROUGH BLOCK POCKET PARK



STREET ACCESS POCKET PARK



SMALL LOT LAKE ACCESS POCKET PARK



LARGE LAKE ACCESS OPEN SPACE POCKET PARK

For illustrative purposes only

### PARK AMENITIES

Pocket parks may include

Access Paths

Benches

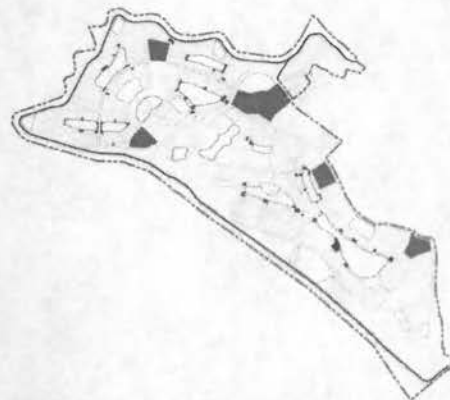
Picnic Tables

Lake Access Docks

Small Open Spaces

POCKET PARKS 1-37:

20.0 ACRES



# LINEAR PARKS



For illustrative purposes only

## PARK AMENITIES

Linear parks may include:

- Access Paths
- All-Weather Trails
- Benches
- Picnic Tables
- Lake Access
- Interpretive Signage
- Small Open Spaces

LINEAR PARKS 1-10:  
48.4 ACRES





**Community Development Department  
Planning Division**

390 Towne Centre Drive– Lathrop, CA 95330  
Phone (209) 941-7260 – Fax (209) 941-7268  
www.ci.lathrop.ca.us

May 5, 2022

Susan Dell'Osso, Project Director  
River Islands at Lathrop  
73 W. Stewart Road  
Lathrop, CA 95330

**Subject: Findings of Substantial Conformance with Vesting Tentative Map 6716 for Proposed Lotting Amendments within the River Islands, Phase 2, Woodlands East District.**

Dear Mrs. Dell'Osso:

The Community Development Department has completed its review of your request for a Finding of Substantial Conformance with the River Islands, Phase 2 Vesting Tentative Map (VTM) No. 6716 for the proposed lotting amendments illustrated on the Woodlands East District Lotting Summary Comparison map, and further detailed in the Woodlands East District Unit and Acreage Changes table (enclosed). My findings and support of your substantial conformance request are detailed below.

As noted in your substantial conformance request letter of April 22, 2022, condition of approval number 36 of the Phase 2, VTM No 6716, established specific findings required for the Community Development Director to administratively determine whether or not Final Maps are in substantial conformance with the Vesting Tentative Map. The condition states that:

*The Final Map shall be in substantial conformance with the approved Vesting Tentative Map as determined by the Community Development Director. Deviations from the approved Vesting Tentative Map that are not considered in substantial conformance include but are not limited to the following:*

- a) Changes to the proposed location of land uses not otherwise consistent with the adopted West Lathrop Specific Plan (WLSP) land use designation;*
- b) Changes to the proposed densities of a development area that are in excess of the density permitted for that specific area as designated in the WLSP;*
- c) Significant changes to the size and location of open space and recreation areas within a development area that would result in less open space and recreational areas compared to the amount required to satisfy that development area's Quimby Act requirements;*
- d) Significant modifications (such as to alignment or location) to major roadways, such as to major collector or arterial roads where a precise plan line has been adopted; Changes that would result in a new significant, adverse, unmitigated environmental impact, or a significant increase in any previously identified impact.*

Administrative review and approval of the requested amendments for substantial conformance is provided for by Condition 36 above, and detailed in the following findings:

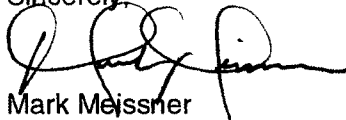


May 5, 2022

- Future final maps based on the proposed lotting amendments to VTM 6716 will remain consistent with the adopted WLSP land use designations. The most notable modification to the VTM is the increased size of Lake 14, necessitating the relocation of Neighborhood Park 7 immediately north and adjacent to the levee. These changes do not affect the designated land uses or require amendments to the WLSP, as schools, lakes, and parks are permitted uses in residential zones and are not designated by separate or unique land use designations.
- Future final maps based on the proposed lotting amendments to VTM 6716 will remain consistent with the adopted WLSP land use densities. None of the proposed modifications will substantially increase or decrease development densities, and none are in excess of the density otherwise permitted.
- The proposed changes to the size and location of Neighborhood Parks 6 & 7 are not significant in that the changes do not result in less recreational acreage and the parks remain in generally the same locations. More specifically, Neighborhood Park, N7 is relocated immediately north and adjacent to the levee from its current location, and increases in size from 5.12 to 5.4 acres. Neighborhood Park, N6 remains in the same location with an increase in acreage from 7.10 to 7.8 acres. Being larger and in the same general locations maintains Neighborhood Parks 6 & 7 Quimby Act acreage requirements and status and definition as Neighborhood Parks.
- There are no proposed changes in alignment or location of streets or street types; and therefore there are no changes in environmental conditions.
- Overall, the proposed lotting amendments do not create any new environmental impacts or increase the intensity of previously analyzed environmental impacts, and remain within the scope of the certified SEIR, requiring no further environmental review.

Processing and approval of future final maps within the Phase 2, Woodlands East District as illustrated on the Woodlands East District Lotting Summary Comparison Map and at the densities and acreages provided for in the Woodlands East District Unit and Acreage Changes Table, are in substantial conformance with VTM 6716, and will continue to be subject to the existing conditions of approval for VTM 6716 as originally adopted. **This substantial conformance approval is contingent upon the provision of amended pages for each of the associated Phase 2 documents in order to formally document these actions, prior to final maps within the Woodlands East District.** We appreciate your continued coordination and assistance with staff on the development of your project. If you have any questions, please do not hesitate to contact me at (209) 941-7266.

Sincerely,



Mark Mejsner  
Director of Community Development

Enclosure: Request Letter dated April 22, 2022

cc: Stephen Salvatore, City Manager  
Ramon Batista, Director of Planning & Entitlements  
Glenn Gebhardt, City Engineer  
Michael King, Public Works Director  
Rick Caguiat, Assistant Community Development Director  
Brad Taylor, Land Development Manager  
Todd Sebastian, Director of Parks, Recreation and Maintenance

April 22, 2022

Mr. Mark Meissner, Community Development Director  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Subject: Substantial Conformance Findings – Phase 2 Vesting Tentative Map No. 6716  
(Woodlands East District of River Islands)

Dear Mark:

As a follow up to our March 8, 2022 and March 17, 2022 letters requesting substantial conformance of revised lotting patterns in Phase 2 of River Islands, we are providing this letter to finalize our request for the Woodlands East District and provide final exhibits as reviewed and commented upon by you and your staff.

Specifically, Exhibit "A" has been updated to reflect an updated lotting pattern that resolves the City's issues with additional roadway intersections at River Islands Parkway, the relocation of the neighborhood park within Village 4, the expansion of Lake 14 and other issues. We are also providing an updated Exhibit "B" that summarizes the final changes in acreage and numbers of dwelling units for the Woodlands East District. Exhibit "C" is a revised parks and parks service area exhibit that reflects the new neighborhood park location. We acknowledge that we must update the Phase 2 Master Parks Plan to reflect the changes proposed, including the 2.5 acres of parkland that may not be included with the various elementary school sites. However, Exhibit "C" still reflects the 2.5 acres of park at schools, since it is included in the existing, approved Phase 2 Master Parks Plan. We will be siting an additional neighborhood park in or near Woodlands and will provide details as to that park location with the proposed update/amendment to the Parks Plan.

In order to move forward with this administrative approval, the City will require that the none of the conditions listed in condition of approval 36 to VTM 6716 exist with regards to our proposal. I have provided a brief explanation below as per condition 36 (shown in red) that provide evidence that the findings for non-conformance will not be met:

36) *Substantial Conformance with Vesting Tentative Map. The Final Map shall be in substantial conformance with the approved Vesting Tentative Map as determined by the Community Development Director. Deviations from the approved Vesting Tentative Map that are not considered in substantial conformance include but are not limited to the following:*

a) *Changes to the proposed location of land uses not otherwise consistent with the adopted West Lathrop Specific Plan (WLSP) land use designations;*

*The proposed layout changes are consistent with the land uses adopted with the WLSP. The relocated neighborhood park in the Woodlands District is a permitted use within the low-density residential land use designation in which its located. As noted, an overlay of the proposed lotting and park location changes are shown in Exhibit "A" provided with this letter. In accordance with condition of approval*

130, prior to the improvement plan approval or construction of any parks in the sub-planning area, a detailed site plan/design plan shall be reviewed and approved by the City Parks and Recreation Commission. Additionally, both the Woodlands East District NDP will reflect this new location and an amendment to the Phase 2 Parks Master Plan.

- b) *Changes to the proposed densities of a development area that are in excess of the density permitted for that specific area as designated in the WLSP;*

*None of the proposed changes will result in an increase of residential unit densities that will exceed those permitted WLSP. Exhibit "B" to this letter illustrates the proposed unit and density changes.*

- c) *Significant changes to the size and location of open space and recreation areas within a development area that would result in less open space and recreational areas compared to the amount required to satisfy that development area's Quimby Act requirements;*

*The proposed changes will increase overall park acreage by 2.5 acres within Park N7 as shown on Exhibit "A". Further, the locational changes will not affect the City's service requirement of ¼ mile for neighborhood parks and ½ mile for community parks as shown on Exhibit "C." An update to the Phase 2 Master Parks Plan, along with a Neighborhood Development Plan (NDP) that contains all proposed changes to Quimby Act parks acreage will be required prior to the approval of the first final map in the Woodlands East District. The amended Parks Plan will also include an update to Exhibit "C" (as contained in the Parks Plan) to reflect an additional park within another planning District on the removal of 2.5 acres of parkland located at each of the K-8 schools within Woodlands East District.*

- d) *Significant modifications (such as to alignment or location) to major roadways, such as to major collector or arterial roads where a precise plan line has been adopted; Changes that would result in a new significant, adverse, unmitigated environmental impact, or a significant increase in any previously identified impact.*

*No significant modifications to alignment or location are proposed to any arterial or collector roads as originally proposed in the approved vesting tentative map, WLSP or any adopted precise plan line. No environmental impacts are identified as a result.*

Please let us know if you have any questions regarding the information provided with this letter or if you require any additional information to make your determination. Please feel free to contact me at (209) 879-7900 or at [sdelloso@riverislands.com](mailto:sdelloso@riverislands.com).

Sincerely,

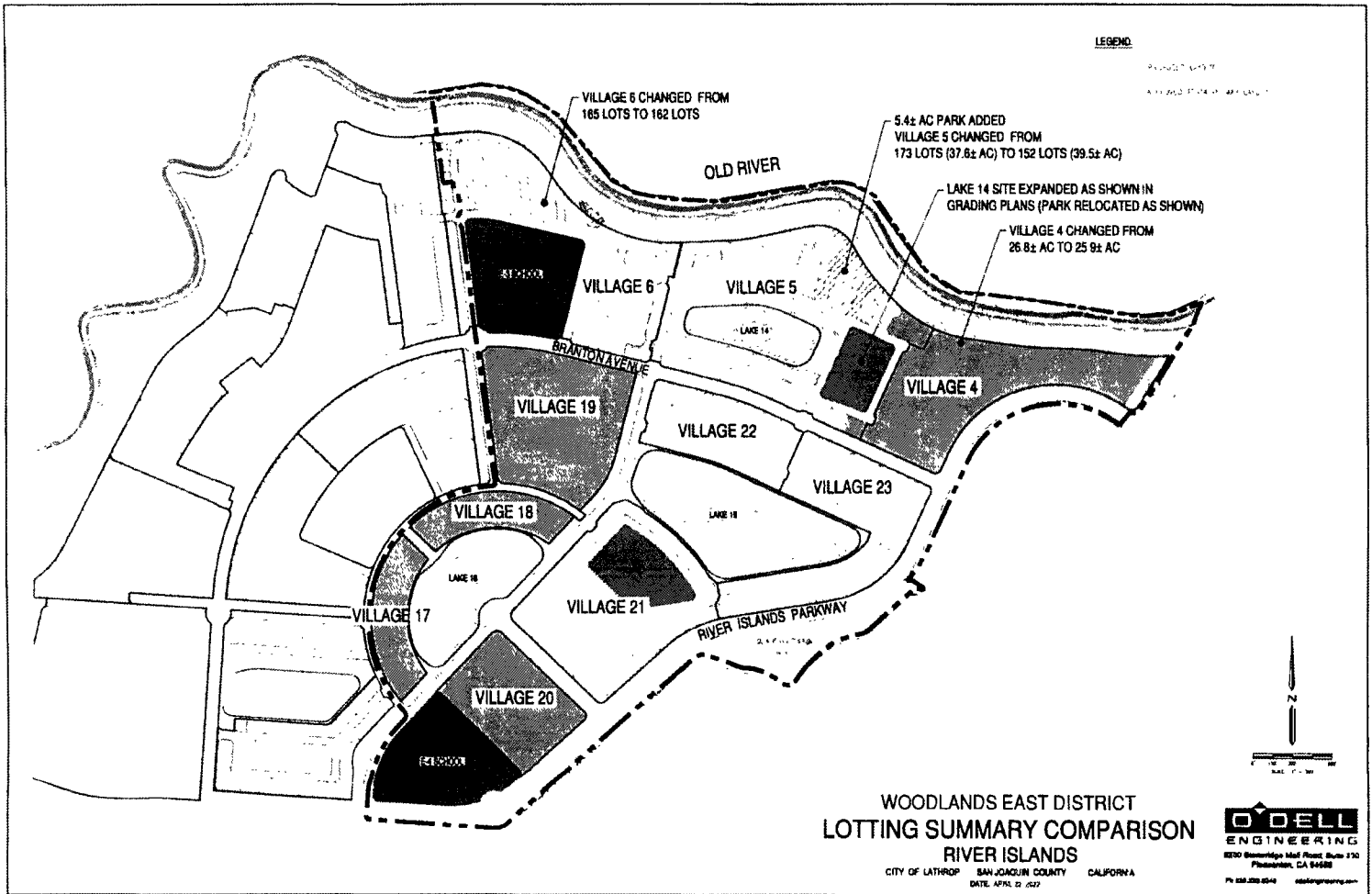


Susan Dell'Osso  
President

- cc: Glenn Gebhardt, City Engineer  
Brad Taylor, Land Development Manager  
Rick Caguiat, City of Lathrop Principal Planner  
Trent Dedalt, Assistant Planner  
David Niskanen, Contract Planner  
Michael King, Public Works Director  
Zach Jones, Parks and Recreation Director  
Todd Sebastian, Superintendent of Parks, Recreation and Maintenance Services

Exhibits:

- A: Woodlands East Lotting Summary Comparison  
B: Residential Unit and Acreage Summary  
C: Park Locations and Service Areas ("Buffer Map")



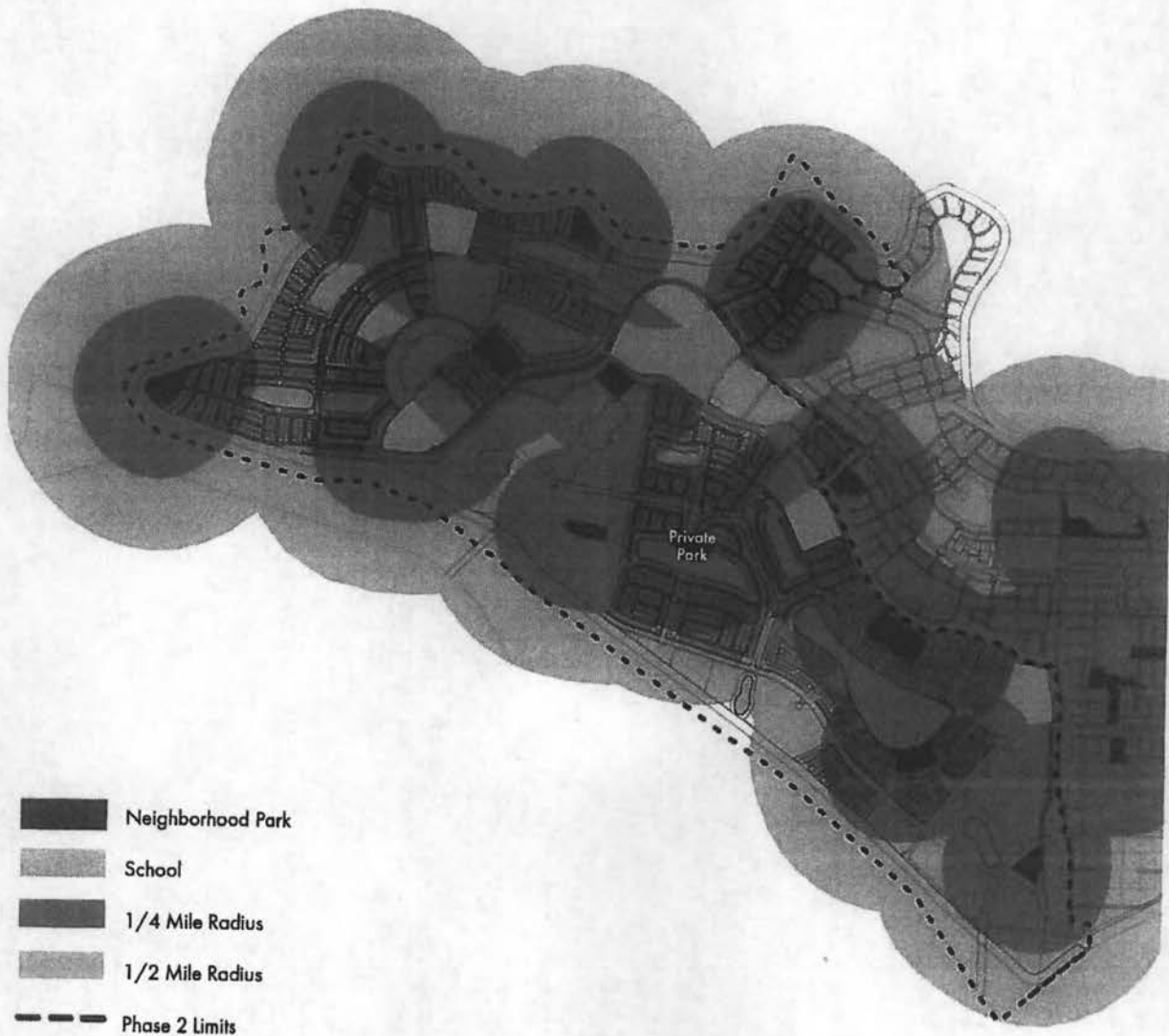
**EXHIBIT B - WOODLANDS EAST DISTRICT UNIT AND ACREAGE CHANGES**

Phase 2 Area	Lot Size	Lot Area	Acres	Revised Acres	Original Units Per Acre	Revised Units Per Acre	Units	Revised Units	Land Use
VILLAGE 4	SFD Cluster		26.8	25.9	10.0	10.3	268	268	RM-RI
VILLAGE 5	50x100	5,000	31.7	30.9	5.0	4.9	159	152	RL-RI
VILLAGE 6	42x100	4,200	28.7	30.3	5.4	5.3	154	162	RL-RI
VILLAGE 17	Condos		7.7	7.7	18.1	18.1	139	139	RM-RI
VILLAGE 18	Condos		7.6	7.6	18.0	18.0	137	137	RM-RI
VILLAGE 19	SFD Cluster		24.9	24.9	10.0	10.0	249	249	RM-RI
VILLAGE 20	SFD Cluster		13.2	13.2	10.0	10.0	132	132	RM-RI
VILLAGE 21	42x100	4,200	24.0	22.4	5.8	5.9	139	133	RL-RI
VILLAGE 22	55x100	5,500	13.1	12.8	4.7	4.8	62	62	RL-RI
VILLAGE 23	55x100	5,500	19.3	19.6	5.3	5.4	102	105	RL-RI
<b>WOODLANDS EAST TOTALS</b>			<b>197.0</b>	<b>195.3</b>	<b>7.8</b>	<b>7.9</b>	<b>1,541</b>	<b>1,539</b>	

WLSR Density Category	Units/ Acre
Low Density Residential	3-9
Medium Density Residential	6-20
High Density Residential	15-40

Areas	Acres
Lake 14	11.6
Lake 18	14.3
Lake 19	22.7
New Park @ Village 5	5.4
Park @ Village 21	7.8
E-3 School	15
E-4 School	14.6

EXHIBIT C - NEIGHBORHOOD PARK SERVICE AREA MAP



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**ITEM:** **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE AMENDING THE LATHROP MUNICIPAL CODE TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.36 "PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO PURCHASING PROCEDURES AND LIMITS"**

**RECOMMENDATION:** **City Council to Consider the Following Items:**

- 1. Hold a Public Hearing; and**
- 2. First Reading and Introduction of an Ordinance Amending Title 2, Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions To Purchasing Procedures and Limits" by adding a new section ("D") to allow Cooperative Purchasing Agreements**

---

**SUMMARY:**

The City is currently managing numerous construction, development and maintenance projects. Cooperative purchasing agreements allow staff to timely procure goods, material and services while also meeting state and local government purchasing procedures. By using this process, the City can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Cooperative purchasing is the process of combining the buying power of multiple agencies to negotiate and purchase goods and services at lower prices. The idea behind this procurement method is that the City would not need to conduct its own competitive bidding process since one has already been conducted by an agency that follows strict government purchasing guidelines. Cooperative purchasing agreements allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts.

In order to use Cooperative Purchasing Agreements staff is requesting Council's consideration and approval of an Ordinance amending Lathrop Municipal Code (LMC), Title 2, Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions To Purchasing Procedures and Limits" by adding a new section ("D") to allow Cooperative Purchasing Agreements .

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING THE LMC**  
**TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.36**  
**"PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO PURCHASING**  
**PROCEDURES AND LIMITS"**

**BACKGROUND:**

The City currently utilizes the California Multiple Award Schedule (CMAS) program to purchase fleet vehicles and heavy equipment, which is statutorily allowed by California Government Code § 54205; however, this program's selection of goods and services is somewhat limited.

In an ongoing effort to make best use of staff resources and seek cost savings, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through efficiencies gained by the cooperative purchasing programs. Staff has reviewed available purchasing options and purchasing programs not currently authorized by the LMC that may provide significant cost savings to the City.

Cooperative purchasing programs such as California Communities Purchasing Program (CCPP), California Multiple Award Schedule (CMAS), the National Association of Counties (NACo), Sourcewell, and others assist public agencies by securing competitive prices on a variety of material, equipment and other common items.

**What is Cooperative Purchase?**

A cooperative purchasing program combines multiple buyers' requirements on a single contract to aggregate volume and raise the purchasing power of each participating entity. A lead agency typically conducts the solicitation, allowing other agencies to "piggyback" on the resulting contract. Through cooperatives, entities can negotiate lower prices and reduce time spent on procurement processes and establishing contracts.

**What are the benefits of Cooperative Purchasing?**

Cooperative purchasing contracts can save government agencies time and money. By the time a buyer is presented with the contract, a competitive bid process has already been completed in accordance with state-specific requirements, and there is no need to write or advertise the bid solicitation, receive and evaluate proposals, or negotiate the final purchase price. The contracts also offer scale and negotiation leverage that helps buyers attain better and more affordable pricing. The transparency of these contracts ensures that the purchasing process is competitive and enhances buyers' confidence that they are getting a fair deal.

**Cooperative Purchase – How It Works**

After identifying its purchasing needs, an organization can simply search through cooperative purchasing contracts that offer the necessary goods, material and services. For example, the typical process with Sourcewell includes registering to participate, finding a contract and then ultimately contacting the supplier.

**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING THE LMC  
TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.36  
"PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO PURCHASING  
PROCEDURES AND LIMITS"**

The supplier then quickly provides a quote based on the contracted price, and the agency finalizes the sale with the supplier using the contract number and the agency's Sourcwell account number. This process helps organizations simplify the purchasing procedure, fulfilling all state and local competitive-bidding requirements without going through the cumbersome bidding process.

Instead of seeking quotes, bids, or proposals, organizations can simply choose products and services from the cooperative contract's service catalog. These services have been pre-selected by the agency behind the cooperative through its own stringent competitive-bidding process.

In essence, the cooperative has done this work for the organization already, and so buyers are complying with all local, state, and national procurement laws when they make purchases through a cooperatively purchased contract.

Therefore, staff requests Council's consideration and approval of an Ordinance amending LMC, Title 2, Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions To Purchasing Procedures and Limits" by adding a new section ("D") to allow Cooperative Purchasing Agreements. Approval will give the City Manager, as the City's Purchasing Officer, the authority to purchase supplies, equipment, and Services through legal contracts of other government jurisdictions or public agencies while forgoing competitive bidding.

A Notice of Public Hearing was advertised in the Manteca Bulletin newspaper on August 30<sup>th</sup>, 2023.

**REASON FOR RECOMMENDATION:**

Cooperative Purchasing Agreements reduce administrative overhead, increasing efficiency and savings. By using this process, the City can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

**FISCAL IMPACT:**

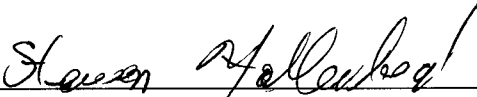
There is no fiscal impact at this time. Staff will incorporate activities related to this item into current council adopted operating and capital improvement project budgets.

**ATTACHMENTS:**

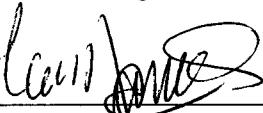
- A. Ordinance Amending Title 2, Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions To Purchasing Procedures and Limits" by adding a new section ("D") to allow Cooperative Purchasing Agreements

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING THE**  
**LATHROP MUNICIPAL CODE TITLE 2 "ADMINISTRATION AND PERSONNEL",**  
**CHAPTER 2.36 "PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO**  
**PURCHASING PROCEDURES AND LIMITS"**


**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

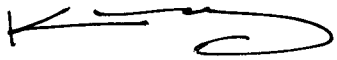
8.30.23  
Date

  
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Cari James  
Finance Director

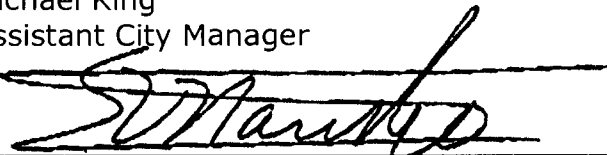
9/5/2023  
Date

  
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Thomas Hedegard  
Deputy City Manager

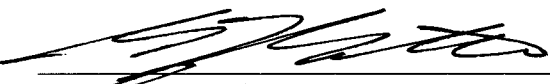
8/30/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.30.23  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9/5/2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.5.23  
Date

**ORDINANCE NO. 23-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.36 "PURCHASING SYSTEM", SECTION 2.36.110 "EXCEPTIONS TO PURCHASING PROCEDURES AND LIMITS" BY ADDING A NEW SECTION ("D") TO ALLOW COOPERATIVE PURCHASING AGREEMENTS**

**WHEREAS**, Cooperative purchasing agreements allow staff to timely procure goods, material and services while also meeting state and local government purchasing procedures; and

**WHEREAS**, Cooperative purchasing is the process of combining the buying power of multiple agencies to negotiate and purchase goods and services at lower prices. The idea behind this procurement method is that the City would not need to conduct its own competitive bidding process since one has already been conducted by an agency that follows strict government purchasing guidelines; and

**WHEREAS**, the City currently utilizes the California Multiple Award Schedule (CMAS) program to purchase fleet vehicles and heavy equipment, which is statutorily allowed by California Government Code § 54205; however, this program's selection of goods and services is somewhat limited; and

**WHEREAS**, California Government Code (GC) §§ 54202-54203, require local agencies to adopt an ordinance establishing policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency; and

**WHEREAS**, a Notice of Public Hearing was advertised in the Manteca Bulletin on August 30<sup>th</sup>, 2023; and

**WHEREAS**, staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt an Ordinance amending Lathrop Municipal Code Title 2 "Administration and Personnel", Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions to purchasing procedures and limits" by adding a new section ("D") to allow the City to utilize cooperative purchasing agreements; and

**WHEREAS**, this will give the City Manager, as the Purchasing Officer, the authority, where advantageous to the city, to use cooperative purchasing agreements approved by the City Council, to purchase supplies, equipment, and non-professional services through legal contracts of other government jurisdictions, or public agencies without separate competitive bidding by the city.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby ordain as follows:

Note: additions are shown below in underline font.

Section 1.

Title 2 of the Lathrop Municipal Code, "Administration and Personnel" is hereby amended by amending Chapter 2.36 "Purchasing System", Section 2.36.110 "Exceptions to purchasing procedures and limits", to incorporate the changes as follows:

**CHAPTER 2.36 PURCHASING SYSTEM**

**2.36.110 Exceptions to purchasing procedures and limits.**

A. The contracting of service from other governmental agencies, sole source purchases and professional services shall be exempt from bidding procedures.

B. The contracting for the purchase of any item less than seventy-five thousand dollars (\$75,000.00), exclusive of sales or use tax, shipping, handling or delivery charges from other governmental agencies, sole source purchases, or from the Office of Procurement, Department of General Services of the state of California shall be exempt from the bidding procedures.

C. For any exemption to the procedures set forth in this chapter, the department head responsible for the purchase shall certify in writing to the purchasing officer the reason for the exemption claimed.

D. Without complying with the requirements of Sections 2.36.050, 2.36.060, and 2.36.140, the purchasing officer may participate in, use, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, or service with one or more public procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state and/or federal public procurement unit contracts which are made available to the city.

Section 2.

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

Section 3. Severability.

If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance.

The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date.

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

Section 5. 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 introduced at a meeting of the City Council of the City of Lathrop on the 11<sup>th</sup> day of September, 2023, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_ 2023, by the following vote, to wit:

AYES:

NOES:

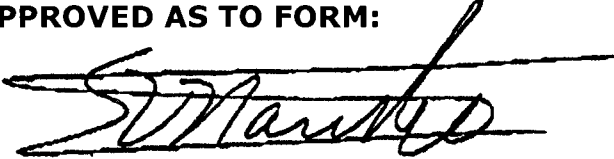
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Teresa Vargas, City Clerk

\_\_\_\_\_  
Salvador Navarrete, City Attorney



## ITEM 5.2

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

**ITEM:** ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR CIP PW 22-36 AQUIFER STORAGE AND RECOVERY

**RECOMMENDATION:** Adopt a Resolution Adopting the Mitigated Negative Declaration for the City of Lathrop Aquifer Storage and Recovery Project, CIP PW 22-36 in Accordance with the California Environmental Quality Act Requirements

---

#### SUMMARY:

The technique of Aquifer Storage and Recovery (ASR) involves actively storing water underground during periods of high precipitation for later retrieval as needed. This process of injecting and extracting water utilizes a well and is authorized by the State Water Board.

A Mitigated Negative Declaration (MND) and Mitigation Monitoring/Reporting Program (MMRP) were prepared for the project, pursuant to the provisions of California Environmental Quality Act (CEQA) requirements. The public comment and review period began on August 2, 2023 and ended on September 1<sup>st</sup>, 2023. As of writing this report, a total of five comments were received and have been addressed in the Responses to Comments Memorandum, included as Attachment "D".

Staff requests that Council adopt the attached resolution adopting the MND and MMRP, and authorize staff to file a Notice of Determination with San Joaquin County.

#### BACKGROUND:

The proposed ASR project would optimize the conjunctive use of the City's existing supplies of treated surface water and available groundwater to enhance delivered water quality to customers and increase the reliability of the City's water supply and delivery system.

On January 10, 2022, Council approved the creation of CIP PW 22-36 Aquifer Storage and Recovery and a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) to complete the project's engineering feasibility study and preliminary design. The ASR project was also included in the FY 23-34 budget approved by the Planning Commission and adopted by City Council in June 2023.

The proposed project would involve the injection of treated (potable) drinking water from the City's South San Joaquin Irrigation District (SSJID) South County Water Supply Project (SCWSP) into selected confined aquifer zones for storage and subsequent extraction (i.e., "recovery").

**CITY MANAGER’S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR CIP PW 22-36**  
**AQUIFER STORAGE AND RECOVERY**

The ASR Project would help mitigate drought impacts on the City’s surface water supplies by providing long-term storage of up to 1,450 acre-feet per year (AFY) in the lower confined aquifer. The injection period generally occurs from November through April when water demand is lowest.

The proposed ASR project is located in the City of Lathrop at the River Islands potable water tank and booster pump site at APN 210-210-28. The project site is currently surrounded by industrial and agricultural uses and located within the River Islands Master Plan area. The site will ultimately be adjacent to an “Employment Center” designated by the River Islands Master Plan.

Currently, the project site has an existing 1.5-million-gallon (MG) water tank with plans for two more tanks in the future. The proposed ASR Well and two monitoring wells would be located on the River Islands site. One of the monitoring wells has recently been completed near the southern boundary of this site.

A MND and MMRP were prepared for the project, pursuant to the provisions of CEQA with NEPA like requirements. The MND was submitted to the State Clearinghouse (SCH# 2023080053) to be circulated for a 30-day public review period commencing on August 2, 2023 and ending on September 1<sup>st</sup>, 2023, in accordance with Section 21091 of the Public Resources Code. Notices of the MND availability were also sent out using CEQA-net, the City’s website, County Clerk, Manteca Bulletin and mailed to a list of CEQA notice subscribers maintained by the City. Comments were received from the SWRCB, PG&E and the SJCOG. The comments received are addressed in the attached responses to comments memorandum.

Overall, the MND concluded that the ASR project could have a “Potentially Significant Impact” to Cultural Resources and Tribal Cultural Resources environmental factors which are addressed in the attached Mitigation and Monitoring Program.

**RECOMMENDATION:**

The City of Lathrop ASR project would considerably enhance reliability and mitigate emerging risks to the City’s water supply by pumping and storing surface water acquired from SSJID during wet periods into the ground allowing for later retrieval and utilization during dry seasons, droughts, or instances of water supply shortage.

Staff requests that City Council adopt the attached resolution for adopting a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for the subject project in accordance with CEQA requirements, and authorizing staff to file a Notice of Determination with San Joaquin County.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended action. The ASR project is estimated to cost a total of \$6,000,000 and has been awarded an Urban Communities Drought Relief Grant in the amount of \$4,500,000 with a 25% local cost share in the amount of \$1,500,000.

**ATTACHMENTS:**

- A. Resolution Adopting a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for CIP PW 22-36 Aquifer Storage and Recovery in Accordance with the California Environmental Quality Act Requirements
- B. Notice of Determination
- C. Initial Study/Mitigated Negative Declaration for the City of Lathrop Aquifer Storage and Recovery
- D. Responses to Comments Memorandum
- E. Mitigation Monitoring and Reporting Program

**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR CIP PW 22-36**  
**AQUIFER STORAGE AND RECOVERY**

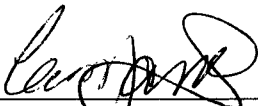
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer

8/21/2023  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

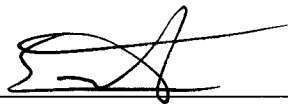
8/22/2023  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

8/28/23  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

8.23.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

8.24.2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.1.23  
Date

**RESOLUTION NO. 23 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE CITY OF LATHROP AQUIFER STORAGE AND RECOVERY PROJECT, CIP PW 22-36 IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS**

**WHEREAS**, the proposed City of Lathrop Aquifer Storage and Recovery project, CIP PW 22-36, would optimize the conjunctive use of the City's existing supplies of treated surface water in addition to available groundwater, to enhance delivered water quality to customers and increase the reliability of the City's water supply and delivery system; and

**WHEREAS**, on January 10, 2022 Council approved the creation of CIP PW 22-36 Aquifer Storage and Recovery and a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) to complete the engineering feasibility study and preliminary design for the project. The ASR project was also included in the FY 23-34 budget that was approved by the Planning Commission and adopted by City Council in June, 2023; and

**WHEREAS**, the proposed project would involve the injection of treated (potable) drinking water from the City's South San Joaquin Irrigation District (SSJID) South County Water Supply Project (SCWSP) into selected confined aquifer zones for storage and subsequent extraction (i.e., "recovery"); and

**WHEREAS**, a Mitigated Negative Declaration (MND) and Mitigation Monitoring/Reporting Program (MMRP) were prepared for the project, pursuant to the provisions of California Environmental Quality Act (CEQA) requirements; and

**WHEREAS**, the MND was submitted to the State Clearinghouse (SCH# 2023080053) to be circulated for a 30-day public review period commencing on August 2, 2023 and ending on September 1<sup>st</sup>, 2023, in accordance with Section 21091 of the Public Resources Code; and

**WHEREAS**, public notice of the availability of the MND was provided as required by CEQA Guidelines Section 15072; and

**WHEREAS**, five public comments were received on the MND and were addressed in a response to comments memorandum, listed as Attachment "D", of the City Manager's report, dated September 11<sup>th</sup>, 2023; and

**WHEREAS**, the City of Lathrop has considered the MND together with any public comments received on the MND; and

**WHEREAS**, a Mitigated Monitoring/Reporting Program (MMRP) was prepared based on the MND; and

**WHEREAS**, there is no substantial evidence that the project will have a significant effect on the environment; and

**WHEREAS**, Section 21108 and 21152 of the Public Resources Code require the filing of a Notice of Determination within five (5) days of certification of the Negative Declaration.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Lathrop has determined, based on its independent judgement, that the Mitigated Negative Declaration for the City of Lathrop Aquifer Storage and Recovery project has met the requirements of CEQA; and

**BE IT FURTHER RESOLVED** that the City Council adopts the MND and MMRP and authorizes the filing of a Notice of Determination with the County.

The foregoing resolution was passed and adopted this 11th day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

ATTACHMENT "B"

Notice of Determination

Appendix D

To: Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

County Clerk
County of: San Joaquin
Address: 44 N. San Joaquin Street, 2nd Floor, Stockton, CA 95202

From: Public Agency: City of Lathrop
Address: 390 Towne Centre Drive Lathrop, CA 95330
Contact: Gregory W. Gibson, P.E.
Phone: (209) 841-7442

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 20230080053

Project Title: City of Lathrop Aquifer Storage and Recovery

Project Applicant: City of Lathrop

Project Location (include county): Lathrop, San Joaquin County

Project Description:

The proposed ASR project would optimize the conjunctive use of the City's existing supplies of treated surface water in addition to available groundwater, to enhance delivered water quality to customers and increase the reliability of the City's water supply and delivery system.

The proposed project would involve the injection of treated (potable) drinking water from the City's South. This is to advise that the City of Lathrop has approved the above (Lead Agency or Responsible Agency)

described project on 09/11/2023 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents

Signature (Public Agency): Title:

Date: Date Received for filing at OPR:



**FINAL INITIAL STUDY AND MITIGATED  
NEGATIVE DECLARATION**

FOR THE

**LATHROP AQUIFER STORAGE RECOVERY PROJECT**

**SEPTEMBER 2023**

*Prepared for:*

**City of Lathrop  
Department of Public Works  
390 Towne Centre Dr.  
Lathrop, CA 95330**

*Prepared by:*

**De Novo Planning Group  
1020 Suncast Ln, Suite 106  
El Dorado Hills, CA 95762  
(916) 997-1865**

**D e N o v o P l a n n i n g G r o u p**

**A Land Use Planning, Design, and Environmental Firm**

# FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

FOR THE

## LATHROP AQUIFER STORAGE RECOVERY PROJECT

SEPTEMBER 2023

*Prepared for:*

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

*Prepared by:*

De Novo Planning Group  
1020 Suncoast Ln, Suite 106  
El Dorado Hills, CA 95762  
(916) 997-1865

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# INITIAL STUDY CHECKLIST

## PROJECT TITLE

Lathrop Aquifer Storage and Recovery Project

## LEAD AGENCY NAME AND ADDRESS

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

## CONTACT PERSON AND PHONE NUMBER

Gregory Gibson, Senior Civil Engineer  
209-941-7442  
ggibson@ci.lathrop.ca.us

## PROJECT SPONSOR'S NAME AND ADDRESS

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

## PURPOSE OF THE INITIAL STUDY

An Initial Study (IS) is a preliminary analysis which is prepared to determine the relative environmental impacts associated with a proposed project. It is designed as a measuring mechanism to determine if a project will have a significant adverse effect on the environment, thereby triggering the need to prepare a full Environmental Impact Report (EIR). It also functions as an evidentiary document containing information which supports conclusions that the project will not have a significant environmental impact or that the impacts can be mitigated to a "Less Than Significant" or "No Impact" level. If there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, the lead agency shall prepare a Negative Declaration (ND). If the IS identifies potentially significant effects, but: (1) revisions in the project plans or proposals would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment, then a Mitigated Negative Declaration (MND) shall be prepared.

This Initial Study has been prepared consistent with CEQA Guidelines Section 15063, to determine if the proposed Aquifer Storage and Recovery (ASR) Project (project) may have a significant effect upon the environment. Based upon the findings and mitigation measures contained within this report, a Mitigated Negative Declaration (MND) will be prepared.

## **UPDATE TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

Minor revisions have been made to the draft Mitigated Negative Declaration (MND). Specifically, typographical errors were corrected and clarifications were made to the final environmental document. Added language appears in a strikeout and underlined format. CEQA Guidelines Section 15073.S(a) requires a lead agency to recirculate a negative declaration when the document must be substantially revised after public notice of its availability has previously been given. Pursuant to CEQA Guidelines Section 15073.S(b), a "substantial revision" includes two situations: (i) a new, avoidable significant effect is identified, and to reduce that effect to a level of insignificance, mitigation measures or project revisions must be added; or (ii) the lead agency determines that the mitigation measures or project revisions originally included in the negative declaration will not reduce potentially significant impacts to a level of insignificance, and new mitigation measures or project revisions are required. CEQA is clear that recirculation is not required if "new information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration." (CEQA Guidelines, §15073.S(c)(4).) None of the revisions made meet the recirculation requirements. As such, recirculation is not required.

## **WATER SUPPLY CONSIDERATIONS**

The San Joaquin River historically divided the city into two separate groundwater basins. To the east of the river was the Eastern San Joaquin Groundwater Subbasin<sup>1</sup> and to the west is the Tracy Subbasin.<sup>2</sup> Both subbasins are part of the San Joaquin Valley Groundwater Basin. The City submitted a Basin Boundary Modification Request (BBMR) in June 2018, which was approved in February 2019 to include the entire City within the Tracy Subbasin.

The City has five operational production wells with a combined capacity of 8.4 million gallons per day (mgd), obtaining water from a relatively shallow aquifer at depths of 270 to 282 feet below land surface (BLS), above the Corcoran Clay. These wells are subject to contamination plumes from the Occidental Chemical Corporation (OCC), and by PFAS, resulting in a reduction in production rates and limited use to help meet peak demands. Well 9 has been placed in standby mode since summer of 2019 due to PFAS concentrations exceeding the State response level.

The City purchases Stanislaus River water from South San Joaquin Irrigation District (SSJID) through the South County Water Supply Project (SCWSP). The SCWSP is a partnership between Lathrop, Manteca, Tracy, Escalon, and SSJID. The water is treated at the Nick C. DeGroot Water Treatment Plant (DGWTP) located near the Woodward Reservoir in San Joaquin County, then distributed to the jurisdictions via pipelines.

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<sup>1</sup> California Department of Water Resources, 2006. California's Groundwater Bulletin 118, San Joaquin Valley Groundwater Basin Eastern San Joaquin Subbasin, Groundwater Basin Number: 5-22.01. January. Available: [San Joaquin Valley Groundwater Basin Eastern San Joaquin Subbasin \(ca.gov\)](http://sanjoaquinvalleygroundwaterbasin.org). Accessed: June 19, 2023.

<sup>2</sup> California Department of Water Resources, 2006. California's Groundwater Bulletin 118, San Joaquin Valley Groundwater Basin Tracy Subbasin, Groundwater Basin Number: 5-22.15. January. Available: [San Joaquin Valley Groundwater Basin Tracy Subbasin \(ca.gov\)](http://sanjoaquinvalleygroundwaterbasin.org). Accessed: June 19, 2023.

## PROJECT LOCATION AND SETTING

The proposed Aquifer Storage and Recovery (ASR) project is located in the City of Lathrop at the River Islands potable water storage and sewer pumping project, located at 950 Stewart Road (see **Figure 1** and **Figure 2**), near Water Tank 5 and the L2 South San Joaquin Irrigation District (SSJID) turnout. The project site is immediately surrounded by industrial and agricultural uses and is within the River Islands Master Plan area. The potable water storage and sewer pumping project site is located adjacent to an “Employment Center” as designated by the River Islands Master Plan.

Currently the project site has an existing 1.5-million-gallon (MG) water tank, and as of July 2023, two additional tanks are currently under construction. The proposed ASR well and two monitoring wells would be located on the River Islands site. There are two alternative placement configurations for the proposed project; the first is locating the ASR building within the tank site parcel (**Figure 3**), while the second is locating the ASR building on an adjacent parcel east of the tank site parcel (**Figure 4**). One of the monitoring wells has recently been completed near the southern boundary of this site.

## GENERAL PLAN AND ZONING DESIGNATIONS

The project site is currently designated Regional Commercial – River Islands (RC-RI) by the City of Lathrop General Plan Land Use Designations Map and is zoned Regional Commercial – River Islands (CR-RI).

## PROJECT DESCRIPTION

The proposed project would implement Aquifer Storage and Recovery (ASR) technology to optimize the conjunctive use of the City’s existing supplies of treated surface water in addition to available groundwater, to enhance delivered water quality to customers and increase the reliability of the City’s water supply and delivery system.

The proposed project would involve the injection of treated (potable) drinking water from the City’s South San Joaquin Irrigation District (SSJID) South County Water Supply Project (SCWSP) into selected confined aquifer zones for storage and subsequent extraction (i.e., “recovery”).

The ASR Project would help mitigate drought impacts on the City’s surface water supplies by providing long-term storage of up to 1,450 acre-feet per year (AFY) in the lower confined aquifer that is not impacted by the City’s groundwater contamination. In general, the injection period would occur from November through April, when water demand is lowest.

The City would utilize a new well within the project site for both the injection of the treated surface water or drinking water supplied from the City’s distribution system into the aquifer, and the subsequent extraction of this water. The project would not require an increase in the City’s existing surface water usage or increase the demand for water supplies. Initial well development would start with formation of a buffer zone around the well. The buffer zone initially separates the native groundwater and the stored water, providing water quality and geochemical benefits. The buffer zone volume is never recovered; however, the subsequent water stored is typically

fully recovered during times when it is needed to meet peak or emergency demands or during severe droughts. The sum of the buffer zone volume and the volume required for recovery is known as the target storage volume (TSV). A typical “rule-of-thumb” for the buffer zone volume is at least 70 days of recovery at the design production capacity of the well during ASR recovery, i.e., a 2 million gallon per day (mgd) well would likely have a buffer zone volume of at least 140 million gallons (MG). The recovery volume remains to be determined, but would be at least the volume required to help meet projected peak summer demands for typically 60 to 120 days and more likely a larger volume intended to provide water supply reliability during an extended drought. For example, to provide water supply reliability during a one-year drought, the volume of water to be stored for a 2-mgd well would be 730 MG, plus the buffer zone volume of at least 140 MG, or at least 870 MG (2,670 acre-feet [AF]).

The ASR well would be drilled to a depth of 1,200 – 1,500 feet BLS. The ASR well’s buffer zone is estimated at 1,000 GPM (or approximately 1.44 mgd, or 101 MG [309 AF]). A target storage volume of 7 months recovery was selected for this well assuming there is a 4-month peak demand on the existing potable water supply plus a 70-day buffer zone. Adding in the initial buffer zone contribution the total storage volume for this well is estimated to be at least 408 MG. The radius of this storage zone is not yet determined as it would relate to how deep and thick is the proposed storage interval. Associated pumps and piping would be constructed to provide water injection and recovery. Two monitoring wells would be installed, one within 30 feet of the ASR well and the other approximately 220 feet of the well. The first well has already been installed as part of preliminary feasibility analyses.

The ASR well may be housed in a masonry building to protect the well, pipes, and electronic components. If constructed, the masonry building would be a single-story structure and would include safety lighting on the outside. It is also possible that the well and piping could remain outdoors, in an unprotected environment, or under a shade canopy. Construction of the ASR well, including startup, monitoring, and cycle testing would take place over approximately 24 months beginning in early 2024.

Water stored in the aquifer under the ASR program would be used for two primary purposes: 1) to meet peak hour summer water demands, and 2) for drought water supply. Peak hour demands occur daily during the summer months. The ASR water would supplement the water stored by the City in above-ground storage tanks, and water pumped from the wells assists the City in keeping water pressure within the distribution system within the desired pressure range.

By delivering stored, high quality surface water from SSJID, municipal water customers in Lathrop would receive the best quality water at their taps. Water not withdrawn from the aquifer for peak hour demand would remain in the groundwater basin for future use without degradation of quality. The intention of the ASR program is for the City to inject approximately 1,450 AFY and build up its banked groundwater supply over multiple years.

## **PROJECT BACKGROUND**

In order to determine the feasibility of a long-term ASR project, the City undertook a feasibility analysis at the project site to determine whether an ASR well would result in the desired level of



storage. An 8.75-inch diameter borehole to a depth of 800 feet below ground surface (bgs) by the direct rotary drilling method. The test hole was geophysically logged to the completed depth. The test hole was widened to 12.25-inch diameter to a depth of 270 feet bgs, 10.625-inch diameter from 270 to 540 feet bgs, and 8.75-inch diameter from 540 to 800 feet bgs and install three piezometers that would allow for the collection of zone-specific water quality samples and water levels. Water quality, mineralogy, geochemical, and geologic measurements were taken and logged.

The results, conclusions, and findings of the City's ASR Feasibility Assessment.<sup>3</sup> The Engineer's Report included in the feasibility analysis demonstrates that the proposed ASR project is technically feasible, and demonstrates that the proposed project would not adversely impact groundwater quality or the City's water supply infrastructure.

### **REQUESTED ENTITLEMENTS AND OTHER APPROVALS**

The City of Lathrop will be the Lead Agency for the proposed project, pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), Section 15050. The following agencies may be required to issue permits or approve certain aspects of the proposed project:

- San Joaquin County Environmental Health Department (well drilling permit)
- State Water Resources Control Board Division of Drinking Water (Drinking Water Source Assessment and Protection application; water supply permit amendment)

### **PROJECT GOALS AND OBJECTIVES**

The City of Lathrop has identified the following goals and objectives for the proposed project:

1. Provide seasonal storage of drinking water during winter months, when system demand for drinking water is below peak levels and excess water supply and treatment capacity is available, and have sufficient water supplies available for future recovery from the same well when needed to meet peak summer demands.
2. Provide emergency storage for drinking water in the event of a natural disaster, transmission pipeline failure, or if the domestic water supply wells need to be taken partially or completely offline for a period of time.
3. Provide long-term drinking water storage (water banking) to provide water supply reliability and sustainability at low cost, allowing more water to be stored in wet years and other times of relatively low water demand with recovery anticipated in later years, and particularly during droughts.
4. Defer expansion of the City's water treatment facilities until such time as more water treatment, not just disinfection, is needed.

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<sup>3</sup> City of Lathrop, 2023. Aquifer Storage Recovery Feasibility Assessment. Final. March.

**Environmental Factors Potentially Affected:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forestry Resources		Air Quality
	Biological Resources	<b>X</b>	Cultural Resources		Energy
	Geology and Soils		Greenhouse Gasses		Hazards and Hazardous Materials
	Hydrology and Water Quality		Land Use and Planning		Mineral Resources
	Noise		Population and Housing		Public Services
	Recreation		Transportation	<b>X</b>	Tribal Cultural Resources
	Utilities and Service Systems		Wildfire		Mandatory Findings of Significance

**DETERMINATION:**

On the basis of this initial evaluation:

	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<b>X</b>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



*Greg Gibson*

*09/06/2023*

Signature

Date



## EVALUATION INSTRUCTIONS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) The significance criteria or threshold, if any, used to evaluate each question; and
  - b) The mitigation measure identified, if any, to reduce the impact to less than significance

## EVALUATION OF ENVIRONMENTAL IMPACTS:

In each area of potential impact listed in this section, there are one or more questions which assess the degree of potential environmental effect. A response is provided to each question using one of the four impact evaluation criteria described below. A discussion of the response is also included.

- **Potentially Significant Impact.** This response is appropriate when there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries, upon completion of the Initial Study, an EIR is required.
- **Less than Significant With Mitigation Incorporated.** This response applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact". The Lead Agency must describe the mitigation measures and briefly explain how they reduce the effect to a less-than-significant level.
- **Less-than-Significant Impact.** A less-than-significant impact is one which is deemed to have little or no adverse effect on the environment. Mitigation measures are, therefore, not necessary.
- **No Impact.** These issues were either identified as having no impact on the environment, or they are not relevant to the project.

## ENVIRONMENTAL CHECKLIST

This section of the Initial Study incorporates the most current CEQA Guidelines Appendix G Environmental Checklist Form. Impact questions and responses are included in both tabular and narrative formats for each of the 21 environmental topic areas.

### I. AESTHETICS

<i>Would the project:</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Have a substantial adverse effect on a scenic vista?				x
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				x
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			x	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			x	

#### RESPONSES TO CHECKLIST QUESTIONS

**Responses a) through b): No Impact.** There are no designated scenic vistas on the project site. The site is not located near a scenic highway. As such, there would be no change to any visual resources within the city. There would be no impact.

**Responses c) through d): Less than Significant.** The proposed Project would not conflict with applicable zoning and other regulations governing scenic quality. The proposed masonry building would be a single-story structure that would not adversely affect day or nighttime views in the area, and would not degrade the existing visual character or quality of public views of the site and its surroundings. There is less-than-significant impact.

**II. AGRICULTURE AND FOREST RESOURCES**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				x
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				x
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1222(g)) or timberland (as defined in Public Resources Code section 4526)?				x
d) Result in the loss of forest land or conversion of forest land to non-forest use?				x
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through e): No Impact.** The project would not result in any changes to existing land uses within the city, and the project does not have the potential to impact any agricultural or forest resources. The project would provide more reliable municipal water supplies within the City’s service area and would not reduce water availability for existing agricultural operations. The water stored in the aquifer under the ASR program will be used for two primary purposes: 1) to meet peak hour summer water demands, and 2) for drought water supply. There is no impact.

*III. AIR QUALITY*

<i>Would the project:</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Conflict with or obstruct implementation of the applicable air quality plan?			x	*
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			x	*
c) Expose sensitive receptors to substantial pollutant concentrations?			x	*
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			x	*

*RESPONSES TO CHECKLIST QUESTIONS*

**Responses a) through d): ~~No Impact~~ Less-Than-Significant Impact.** The project would not generate minimal air emissions during project construction activities. The site is already flat, and there would not be mass dirt moving. Drilling of the well would require construction equipment that would emit minimal emissions. There would not be any emissions generated during the operation of the project. ~~Two monitoring wells will be installed, one within 30 feet of the ASR well and the other approximately 220 feet of the well. The first well has already been installed as part of preliminary feasibility analyses.~~ Project operations would not generate odors. The proposed Project would not expose sensitive receptors to substantial pollutants as there will be no emissions generated during operation and emissions during construction would be minimal. ~~There is no impact. The impact would be less than significant.~~



**IV. BIOLOGICAL RESOURCES**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				x
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				x
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				x
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				x
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				x
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through f): No Impact.** The project involves injecting surface water into the local aquifer for storage and future recovery. The surface water comes from the City’s existing surface water allocations. The project would not increase the rate or volume of surface water use or diversion, and as such, would not impact any riparian habitat or surface water resources that provide habitat for biological resources.

The City of Lathrop is located within the jurisdiction of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (“Plan” or “SJMSCP”) and is located within the Central Transition Zone of the SJMSCP. The San Joaquin Council of Governments (SJCOG) prepared the Plan pursuant to a Memorandum of Understanding adopted by SJCOG, San Joaquin County, the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game (CDFG), Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1994. On February 27, 2001, the Plan was unanimously adopted in its entirety by SJCOG.

According to Chapter 1 of the SJMSCP,<sup>4</sup> its key purpose is to “provide a strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region's agricultural economy; preserving landowner property rights; providing for the long-term management of plant, fish and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act (ESA) or the California Endangered Species Act (CESA); providing and maintaining multiple use Open Spaces which contribute to the quality of life of the residents of San Joaquin County; and, accommodating a growing population while minimizing costs to project proponents and society at large.”

In addition, the goals and principles of the SJMSCP include the following:

- Provide a County-wide strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region's agricultural economy.
- Preserve landowner property rights.
- Provide for the long-term management of plant, fish, and wildlife species, especially those that are currently listed, or may be listed in the future, under the ESA or the CESA.
- Provide and maintain multiple-use open spaces, which contribute to the quality of life of the residents of San Joaquin County.
- Accommodate a growing population while minimizing costs to project proponents and society at large.

In addition to providing compensation for conversion of open space to non-open space uses, which affect plant and animal species covered by the SJMSCP, the SJMSCP also provides some compensation to offset impacts of open space conversions on non-wildlife related resources such as recreation, agriculture, scenic values and other beneficial open space uses. Specifically, the SJMSCP compensates for conversions of open space to urban development and the expansion of existing urban boundaries, among other activities, for public and private activities throughout the County and within Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy.

The project would not result in any open space conversions and would not impact any biological resources. Project implementation would not conflict with this plan. The Project would not have a substantial adverse effect on any species identified as a candidate, sensitive or special species in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. The proposed Project would not conflict with any local policies or ordinances protecting biological resources. The proposed Project would not interfere with the movement of any native resident or migratory fish or wildlife species. There is no impact.

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<sup>4</sup> San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. November 14, 2000. Accessed July, 2023.

**V. CULTURAL RESOURCES**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?				x
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		x		
c) Disturb any human remains, including those interred outside of formal cemeteries?		x		

**RESPONSES TO CHECKLIST QUESTIONS**

**Response a) No Impact.** There is no potential for the project to impact any cultural or historical resources. The proposed Project will not cause a substantial adverse change in the significance of a historical resource. There is no impact.

**Responses b) through c) Less Than Significant with Mitigation.** Based on previous disturbance, and the environmental context, the proposed Project has low potential to impact archaeological resources. Despite the low potential, the discovery of archaeological materials during ground-disturbing activities cannot be entirely discounted. The inadvertent discovery of cultural materials during project implementation could be a potentially significant impact. This impact would be reduced to a less-than-significant level with implementation of **Mitigation Measure CUL-1 and Mitigation Measure CUL-2**, which require avoidance measures or the appropriate treatment of archaeological resources and human remains if discovered during project implementation.

**Mitigation Measure CUL-1**

If pre-contact or historic-era cultural resources are encountered during project implementation, construction activities within 100 feet shall halt and a qualified archaeologist, defined as an archaeologist meeting the U.S. Secretary of the Interior’s Professional Qualification Standards for Archeology, shall inspect the find within 24 hours of discovery and notify the City of Lathrop of their initial assessment. Pre-contact cultural materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls, and deposits of metal, glass, and/or ceramic refuse.

If the City determines, based on recommendations from a qualified archaeologist and a Native American representative (if the resource is pre-contact), that the resource may qualify as a historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5) or a tribal cultural resource (as defined in PRC Section 21080.3), the resource shall

be avoided if feasible. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

If avoidance is not feasible, the City shall consult with appropriate Native American tribes (if the resource is pre-contact), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3).

### **Mitigation Measure CUL-2**

In the event of discovery or recognition of any human remains during project implementation, construction activities within 100 feet of the find shall cease until the San Joaquin County Coroner has been contacted to determine that no investigation of the cause of death is required. The Coroner shall contact the Native American Heritage Commission within 24 hours, if the Coroner determines the remains to be Native American in origin. The Commission will then identify the person or persons it believes to be the most likely descendant from the deceased Native American (PRC Section 5097.98), who in turn would make recommendations to the City for the appropriate means of treating the human remains and any associated funerary objects (CEQA Guidelines Section 15064.5[d]).

**VI. ENERGY**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			x	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			x	

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through b) Less-than-Significant Impact.** Appendix G of the CEQA Guidelines requires consideration of the potentially significant energy implications of a project. CEQA requires mitigation measures to reduce “wasteful, inefficient and unnecessary” energy usage (Public Resources Code Section 21100, subdivision [b](3)). According to Appendix G of the CEQA Guidelines, the means to achieve the goal of conserving energy include decreasing overall energy consumption, decreasing reliance on natural gas and oil, and increasing reliance on renewable energy sources. In particular, the proposed Project would be considered “wasteful, inefficient, and unnecessary” if it were to violate state and federal energy standards and/or result in significant adverse impacts related to project energy requirements, energy inefficiencies, energy intensiveness of materials, cause significant impacts on local and regional energy supplies or generate requirements for additional capacity, fail to comply with existing energy standards, otherwise result in significant adverse impacts on energy resources, or conflict or create an inconsistency with applicable plan, policy, or regulation.

The proposed Project would implement ASR technology to optimize the conjunctive use of the City’s existing supplies of treated surface water in addition to available groundwater, to enhance delivered water quality to customers and increase the reliability of the City’s water supply and delivery system.

The implementation of the proposed Project is estimated to utilize approximately 390,745 kilowatt-hours per year (kwh/year). This was calculated based on the amount of water used for long-term storage for the project (1,450 acre-feet per year), as provided by the City of Lathrop, as well as the electricity intensity factor for water supply in the San Joaquin River Hydrologic Region of 827 kwh per million gallons of water.<sup>5,6</sup>

Other potential sources of energy consumption are not considered herein, as the existing Project site is already established, and the Project is simply the implementation of a new technology on an already existing site. Therefore, other potential sources of energy consumption (such as worker trips associated with the Project) are considered to already be part of the existing conditions. The new technology (ASR) is anticipated to require the amount of electricity

<sup>5</sup> See the CalEEMod (v.2022.1) User’s Guide, Appendix G, Table G-32, for detail on the electricity intensity factor.

<sup>6</sup> Based on a conversion factor of 1 acre-foot of water being equal to approximately 325,851.4 gallons.

consumption as described above. The proposed Project does not anticipate installation of solar photovoltaic (PV) systems or other sources of renewable energy on-site.

### **Conclusion**

The proposed Project would use energy resources for the implementation of the ASR technology within the Project site. The proposed Project would be responsible for conserving energy, to the extent feasible, and relies heavily on reducing per capita energy consumption to achieve this goal, including through Statewide and local measures.

The proposed Project would be in compliance with all applicable federal, state, and local regulations regulating energy usage. As a result, the proposed Project would not result in any significant adverse impacts related to project energy requirements, energy use inefficiencies, and/or the energy intensiveness of materials by amount and fuel type for each stage of the proposed Project including construction, operations, maintenance, and/or removal. The proposed Project would comply with all existing energy standards, including those established by the City of Lathrop, and would not result in significant adverse impacts on energy resources. Therefore, the proposed Project would not be expected cause an inefficient, wasteful, or unnecessary use of energy resources nor cause a significant impact on any of the threshold as described by Appendix G of the CEQA Guidelines. This is a less-than-significant impact.

**VII. GEOLOGY AND SOILS**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				x
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				x
ii) Strong seismic ground shaking?				x
iii) Seismic-related ground failure, including liquefaction?				x
iv) Landslides?				x
b) Result in substantial soil erosion or the loss of topsoil?			x	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			x	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			x	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				x
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) No Impact.** The closest earthquake fault to the Project site is the Vernalis Fault, located approximately 5 miles southwest of the Project site.<sup>7</sup> The proposed Project will not directly or indirectly cause potential substantial adverse effects including strong seismic ground shaking, or seismic-related ground failure such as liquefaction. Therefore, there is no impact.

<sup>7</sup> USGS Quaternary Fault and Fold Database of the United States. Available: <https://www.usgs.gov/programs/earthquake-hazards/faults> Accessed: July 10, 2023.

**Responses b) through d): Less than Significant.** The Corcoran Clay is a major regional confining bed beneath the western part of the San Joaquin Valley. This clay separates the overlying upper aquifer from an underlying confined lower aquifer. The top of the Corcoran Clay is at an average depth of 280 feet beneath the Project site. The electric log and lithologic samples collected during drilling indicate the Corcoran Clay extends from 280 to 420 feet in depth at this location. Groundwater below the Corcoran Clay is indicated to be of high salinity. There are two other shallow clay layers in the upper aquifer. The shallowest is termed the A-clay. The soil cutting and electronic log for this well indicates the equivalent of the A-Clay likely extends from 90 to 100 feet in depth. Another regional clay is the C-Clay, which is present between the A-Clay and the Corcoran Clay. The electric log for this well indicates the equivalent C-Clay extends from 220 to 230 feet in depth at this location.<sup>8</sup> Due to previous site disturbance, there is less than significant impact to soil erosion and loss of topsoil. The Project site is not located on a geologic unit or soil that is unstable, or that would become unstable because of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Therefore, there is a less than significant impact.

**Responses e) through f): No Impact.** The proposed Project would involve the injection of treated drinking water into selected confined aquifer zones for storage and subsequent extraction. The proposed Project will not affect the use of septic tanks or wastewater resources. The proposed Project will not destroy a unique paleontological resource, site or unique geological feature. Therefore, there is no impact.

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<sup>8</sup> City of Lathrop, Stewart Monitoring Well Construction Summary and Aquifer Storage and Recovery Well Design Recommendations. March 2023



*VIII. GREENHOUSE GAS EMISSIONS*

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			x	*
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?			x	*

*RESPONSES TO CHECKLIST QUESTIONS*

**Responses a) and b): ~~No Impact~~ Less-than-Significant Impact.** During construction of the ASR well, some construction equipment would be used to drill the well, construct the masonry building, and install piping. GHG emissions from construction equipment would be minimal. The project operation would not generate any greenhouse gas emissions. Project implementation would not conflict with any statewide, regional, or local GHG reduction plans or regulations. There is no impact. The impact would be less than significant.

**IX. HAZARDS AND HAZARDOUS MATERIALS**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				x
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				x
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				x
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				x
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				x
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				x
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through d): No Impact.** The proposed project would not involve the use of any hazardous materials. There would be no hazardous materials used, stored or transported to the injection well site as a result of project implementation. The injection well site is not located on a list of hazardous sites. STEAM Academy is located 1 mile north of the well site. However, this school site would not be exposed to any project related hazards, as there are no hazardous materials or activities associated with the project. There is no impact.

**Response e): No Impact.** The Federal Aviation Administration (FAA) establishes distances of ground clearance for take-off and landing safety based on such items as the type of aircraft using the airport. The San Joaquin County Airport Land Use Commission (ALUC) is an advisory body that assists local agencies with ensuring the compatibility of land uses in the vicinity of airports. The County ALUC reviews proposed development projects for consistency with airport land use

compatibility. The General Plan presents a policy that is designed to ensure that new development is consistent with setbacks, height and land use restrictions as determined by the Federal Aviation Administration and the San Joaquin County Airport Land Use Commission.

The Stockton Metropolitan Airport is the closest airport to the project site, located approximately 12.5 miles north of the site. The San Joaquin County's Aviation System Stockton Metropolitan Airport Land Use Compatibility Plan<sup>9</sup> shows that the project site is not located within a flight zone and the proposed project is not considered an incompatible land use. Implementation of the proposed project would have no impact with regards to this environmental issue.

**Response f): No Impact.** The proposed Project does not include any actions that would impair or physically interfere with an adopted emergency response plan or emergency evacuation plan. Furthermore, the proposed project would not result in population growth that would increase the demand for emergency services during disasters. Implementation of the proposed Project would result in no impact on this environmental topic.

**Response g): No Impact.** The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point, while fuels such as trees have a lower surface area to mass ratio and require more heat to reach the ignition point.

According to the State Responsibility Area Fire Hazard Severity Zone Map<sup>10</sup> the Project site is not located in a SRA High Fire Risk zone. The proposed Project does not include any structures that would be at risk from fires, and does not include any activities that would potentially result in wildland fires. There is no impact.

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<sup>9</sup> County of San Joaquin Aviation System Stockton Metropolitan Airport Land Use Compatibility Plan. February 2018. Accessed July 2023.

<sup>10</sup> CAL FIRE Fire Hazard Severity Zone Map <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/fire-hazard-severity-zones-map/> Accessed July 2023

**X. HYDROLOGY AND WATER QUALITY**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			x	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			x	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				x
(i) Result in substantial erosion or siltation on- or off-site;				x
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				x
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				x
(iv) Impede or redirect flood flows?				x
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				x
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) and b): Less than Significant.** The potential for the proposed project to result in groundwater quality impacts was addressed in the 2023 City of Lathrop Aquifer Storage and Recovery Feasibility Assessment. Although the primary goal of most ASR programs is to maximize water supply reliability by storing seasonally available water in the aquifer until needed, an equally important goal is the preservation or enhancement of water quality through the ASR process. The capture, treatment, conveyance, and later recovery of this water (in addition to the cost of water purchase and/or water rights) results in the recharge water being valuable.

The City of Lathrop is evaluating the potential to use an ASR groundwater banking program to enhance the management of surplus water using seasonal storage, emergency storage, and/or long-term storage methods to support continued drought resiliency and overall water supply reliability. The focus of the ASR program includes the following:

- **Seasonal storage.** During winter months, when system demand for drinking water is below peak levels and excess water supply and treatment capacity is available, drinking water will be stored underground through an ASR well located at the Project site. Ambient water quality in the aquifer is brackish with an estimated TDS concentration of about 4,300 to 6,000 mg/L. The California drinking water standard for TDS is 1,000 mg/L. The stored water will be recovered from the same well when needed to meet peak summer demands.
- **Emergency storage.** In the event of a natural disaster, transmission pipeline failure, or if the domestic water supply wells need to be taken partially or completely offline for a period an additional volume of water would be stored that is not needed for seasonal recovery. This will provide the volume required to meet a suitable design flow rate and duration that is determined to be appropriate for an emergency.
- **Long-term storage.** Long-term storage, or “water banking” is increasingly used by water utilities to provide water supply reliability and sustainability at low cost. No additional construction cost would be required; however, the storage volume would be increased beyond what is necessary to meet seasonal and emergency storage demands. More water would be stored in wet years and other times of relatively low water demand. This additional volume of long-term stored water would be carried over for recovery in later year, and particularly during droughts.

An important issue for long-term storage is the natural regional flow rate (feet per year) and direction that could cause stored water to move laterally downgradient so that it is no longer recoverable from the well in which it was recharged. Deeper ASR wells tend to have higher TDS values, but also lower flow velocity, as in feet per year as opposed to tens or hundreds of feet per year in shallower or unconfined aquifers. Wellfield design can partially overcome this constraint by providing a line of ASR wells oriented downgradient so that stored water that is no longer recoverable from upgradient ASR wells can be recovered from downgradient ASR wells.

Deferring expansion of water treatment facilities is a secondary objective that could be useful for the City. Water recovered from the ASR well after storage will only need disinfection during the recovery, not retreatment of the water. This will be evaluated during the testing phase of the Project. To the extent that ASR can help meet peak demands with local seasonal storage, planned future expansion of the DGWTP, and associated cost, may be deferred.

Therefore, the impact will be less than significant.

**Responses c), d), and e): No Impact.** There would be no change to the existing drainage pattern or flood control facilities in the project vicinity or elsewhere in the city as a result of project implementation. The project would not increase the risk of flooding, nor would it involve surface water discharges that could adversely impact surface water quality. There is no impact.

There are no significant bodies of water near the project site that could result in the occurrence of a seiche or tsunami. Additionally, the project site and the surrounding areas are essentially flat, which precludes the possibility of mudflows occurring on the project site. There is no impact.

**XI. LAND USE AND PLANNING**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Physically divide an established community?				x
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through b): No Impact.** Implementation of the proposed project would not divide an established community as there is no residential communities located in the surrounding areas. The project would not conflict with the City of Lathrop General Plan or the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. There is no impact and no mitigation is required.

**XII. MINERAL RESOURCES**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				x
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through b): No Impact.** As described in the City of Lathrop General Plan DEIR,<sup>11</sup> the Project site is located in MRZ-3, areas containing mineral deposits, the significance of which cannot be evaluated. The project would not result in the construction of any facilities or any changes in land use that would interfere with the extraction of mineral resources in the region. There is no impact.

<sup>11</sup> City of Lathrop. Draft Environmental Impact Report for the Lathrop General Plan Update. May 2022. Accessed July 2023.



**XIII. NOISE**

<b>Would the project result in:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			x	*
b) Generation of excessive groundborne vibration or groundborne noise levels?			x	*
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through c): No Impact Less-than-Significant Impact.** Generally, a project may have a significant effect on the environment if it will substantially increase the ambient noise levels for adjoining areas or expose people to severe noise levels. In practice, more specific professional standards have been developed. These standards state that a noise impact may be considered significant if it would generate noise that would conflict with local planning criteria or ordinances, or substantially increase noise levels at noise-sensitive land uses.

Construction of the Project would generate some temporary noise during business hours, as dictated by the City’s Noise Ordinance. Implementation Operation of the Project would not generate noise. The Project will not generate excessive groundborne vibration or groundborne noise levels. No permanent increases in ambient noise levels would occur as a result of project implementation, and the project would not generate new noise sensitive land uses. The impact would be less than significant.

**Response c): No Impact.** The project site is not located within two miles of a public airport or a private airstrip. There is no impact.

**XIV. POPULATION AND HOUSING**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				x
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through b): No Impact.** Implementation of the project would not directly result in population growth, nor would it convert any land use designations to a use that would allow for the construction of housing. The proposed project would not generate a significant number of new jobs which could lead indirectly to population growth.

The project would not extend water, wastewater and electrical infrastructure to an area that could result in indirect population growth as a result of new infrastructure. The project would utilize existing surface water allocations for aquifer storage and recovery. No homes or people would be displaced by the project. There is no impact.

**XV. PUBLIC SERVICES**

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				x
Police protection?				x
Schools?				x
Parks?				x
Other public facilities?				x

*RESPONSES TO CHECKLIST QUESTIONS*

**Responses a): No Impact.** As described above, the project would not induce population growth and would not increase the demand for public services in the City of Lathrop. There is no impact.

**XVI. RECREATION**

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				x
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a), b): No Impact.** The proposed project would not increase the use of existing recreational facilities, nor would it include the construction of new recreational facilities. There is no impact.

**XVII. TRANSPORTATION/TRAFFIC**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?				x
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?				x
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				x
d) Result in inadequate emergency access?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Response a) through d): No Impact.** The proposed project would not increase vehicle traffic in the City of Lathrop. Project operations would not generate vehicle trips on area roadways, and the project would have no impact on traffic operations. The project site is not located in the vicinity of a public airport or private airstrip. Project implementation would have no impact on air traffic patterns. There are no roadway design improvements proposed as part of the project, and therefore, no changes to the area roadways would occur. The project would not increase area traffic and emergency access would not be impeded. Implementation of the proposed project would not result in an increased demand for parking at the injection well site. The project would have no impact on any existing plans or policies related to alternative transportation. There is no impact.

**XVIII. TRIBAL CULTURAL RESOURCES**

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?		x		
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.		x		

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a): Less than Significant.** The proposed Project site has been previously disturbed, the project proposes adding monitoring wells to the site for aquifer storage and recovery. However, the discovery of tribal cultural resources during ground-disturbing activities cannot be entirely discounted. The inadvertent discovery of tribal cultural resources during project implementation could be a potentially significant impact. This impact would be reduced to a less-than-significant level with implementation of **Mitigation Measure TCR-1**, which requires avoidance measures or the appropriate treatment of tribal cultural resources if discovered during project implementation. Therefore, the impact is less than significant with implementation of mitigation.

**Mitigation Measure TCR-1**

Implement Mitigation Measure CUL-1.

**XIX. UTILITIES AND SERVICE SYSTEMS**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Require or result in the relocation or construction of new or expanded water, wastewater or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				x
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				x
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?				x
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				x
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a) through e): No Impact.** The primary objectives and purpose of the proposed project are to:

1. Improve the quality of potable water delivered to Lathrop customers.
2. Increase available supplies of high-quality water to meet peak demand, particularly during summer months.
3. Provide additional water supplies to meet demand during drought conditions.

The project would not increase the consumption of water in the City of Lathrop. All of the water used in the ASR project would come from existing surface water supplies that are currently entitled. Water delivered to City of Lathrop would not increase beyond existing levels, and no changes to surface water entitlements are proposed or needed. Water stored in the aquifer under the ASR program would be used for two primary purposes: 1) to meet peak hour summer water demands, and 2) for drought water supply. Peak hour demands occur daily during the summer months. The ASR water would supplement the water stored by the City in above-ground storage tanks, and water pumped from the wells assists the City in keeping water pressure within the distribution system within the desired pressure range.

By delivering stored, high quality surface water from SSJID, municipal water customers in Lathrop would receive the best quality water at their taps. Water not withdrawn from the aquifer for peak hour demand would remain in the groundwater basin for future use without degradation of quality.

The project would not generate solid waste, nor would it increase wastewater flows in the City of Lathrop. No new or expanded facilities would be constructed, and the project would rely on existing City infrastructure. Overall, the project would provide benefits to the City's water system, and no adverse impacts would occur.



**XX. WILDFIRE**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				x
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				x
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				x
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				x

**RESPONSES TO CHECKLIST QUESTIONS**

**Responses a), c):** The proposed improvements would reduce fire risks on and relating to the project site relative to existing conditions. The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Fire risk would not be increased as a result of the proposed Project. Therefore, there would be no impact.

**Response b):** The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point. The Project would not result in development of structures or housing which would subject residents, visitors, or workers to long-term wildfire danger. Therefore, there would be no impact.

**Response d):** The project does not propose any housing that would result in direct population growth. However, projects that do not directly induce population growth still have the potential to result in indirect population growth through the creation of jobs or the extension of infrastructure into areas that were not previously served. The proposed project will not result in intensification of land uses, or the addition of structures or uses that would differ from the current General Plan. As such, exposure to people or structures to any significant risk would not result. Therefore, there would be no impact.

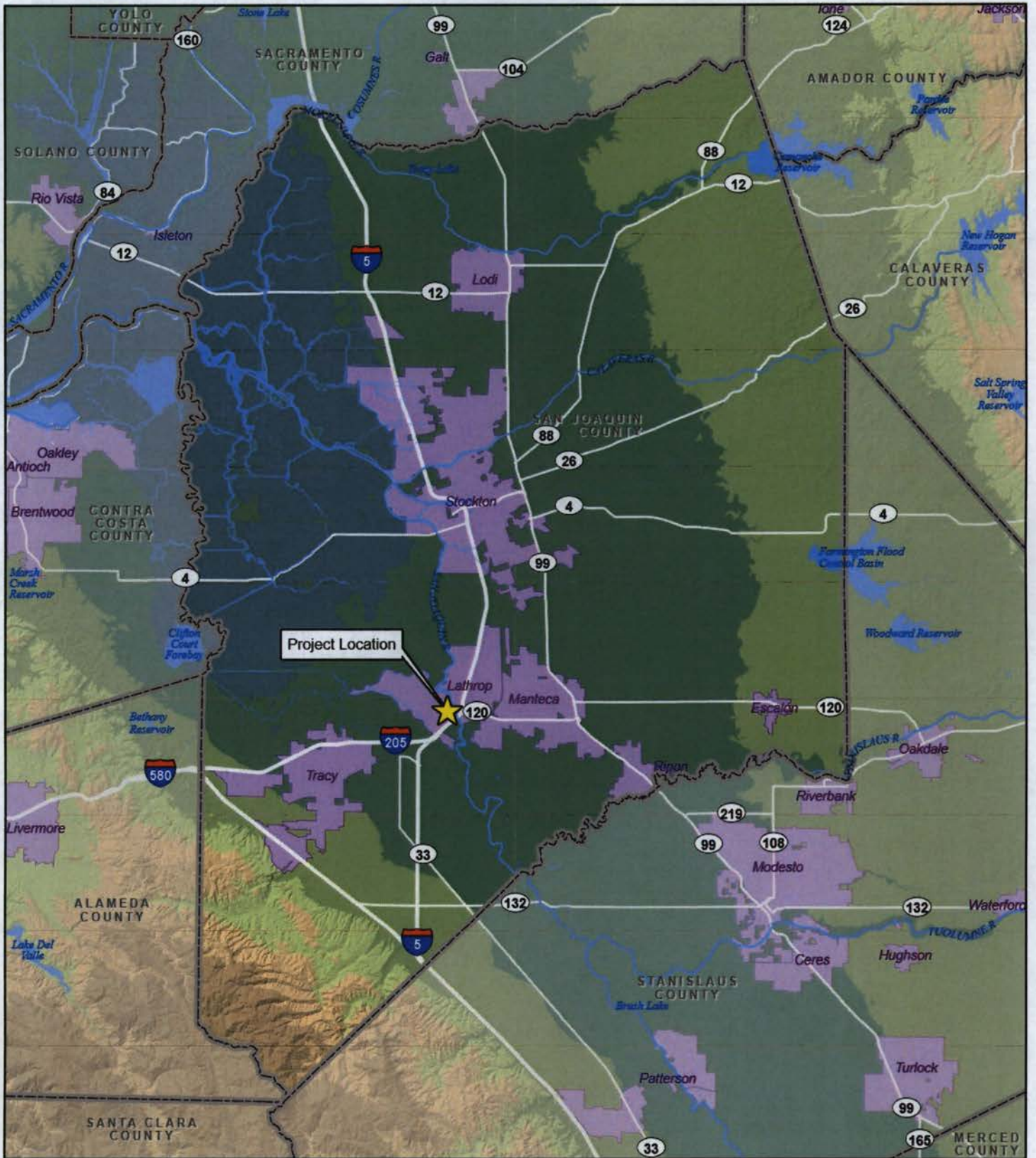
**XXI. MANDATORY FINDINGS OF SIGNIFICANCE**

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		x		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			x	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			x	

**RESPONSES TO CHECKLIST QUESTIONS**

**Response a): Less than Significant with Mitigation.** The proposed Project would not result in any impacts to biological resources including sensitive habitat, aquatic species, plant or animal communities, rare or endangered plants or animals. However, the proposed Project could inadvertently encounter previously unknown cultural, archaeological, or tribal cultural resources, or human remains. Implementation of **Mitigation Measures CUL-1, CUL-2, and TRC-1** would require avoidance measures or the appropriate treatment of archaeological resources, tribal cultural resources, and human remains if discovered during project implementation. Therefore, the impact would be less than significant with mitigation.

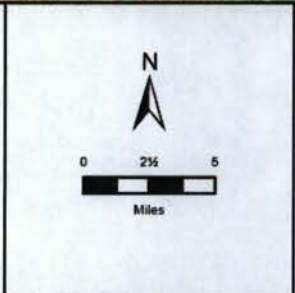
**Responses b), c): Less than Significant.** As described throughout the analysis above, the proposed project would not result in any significant impacts to the environment. The project would not result in any cumulative impacts, impacts to biological resources or impacts to cultural and/or historical resources. There are no impacts.



**LEGEND**

- Incorporated Area
- County Boundary

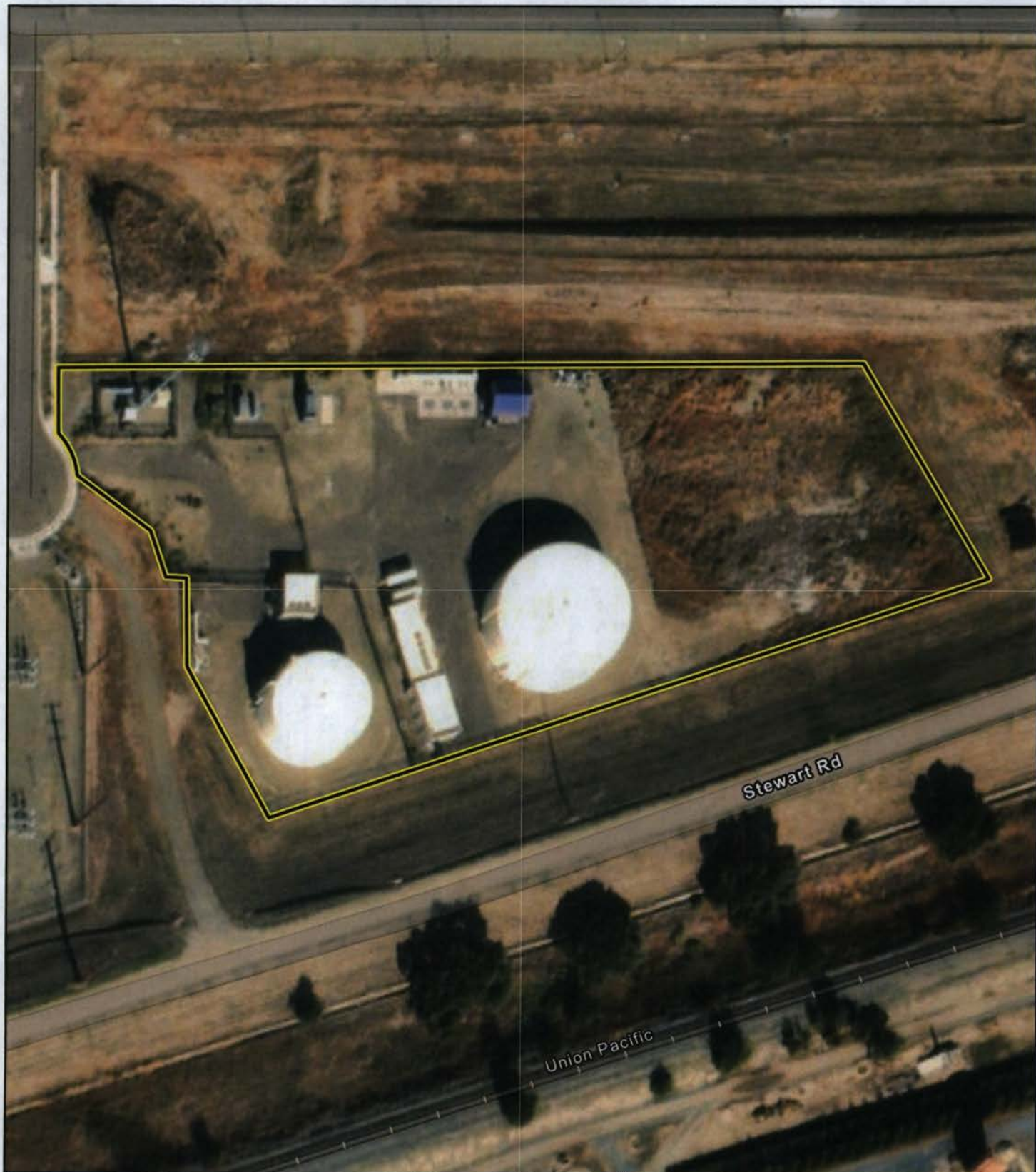
Sources: San Joaquin County GIS. Map date: June 30, 2023.



**LATHROP AQUIFER STORAGE RECOVERY**

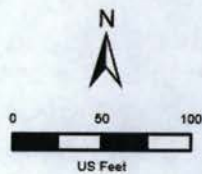
**Figure 1. Regional Project Location**

**De Novo Planning Group**  
 A Land Use Planning, Design, and Environmental Firm



**LEGEND**

 Site Boundary



**LATHROP AQUIFER STORAGE RECOVERY**

Figure 2. Site Aerial Map

Sources: ArcGIS Map Service; San Joaquin County GIS. Map date: June 30, 2022.







## memorandum

date           September 5, 2023

to             Gregory Gibson, Senior Engineer

cc

from          Christina Erwin

subject       Responses to Comments on the Aquifer Recovery and Storage Project IS/MND

The City of Lathrop posted the Lathrop Aquifer Storage and Recovery Project Initial Study/Mitigated Negative Declaration (IS/MND) for a 30-day public comment period. The City received several comment letters during the public comment period (August 2, 2023 through September 1, 2023) regarding the project and the environmental analysis.

The California Environmental Quality Act (CEQA) requires that the lead agency consider the proposed Mitigated Negative Declaration together with comments received during the public comment period, prior to reaching a final decision on the project (Title 14, CCR § 15074).

Although not required, the City has chosen to respond to comments received on the IS/MND. Table 1 identifies letters received by the City on the proposed project during the public comment period.

<b>Table 1</b>			
<b>Comment Letters Received Regarding the Proposed Project</b>			
<b>Letter #</b>	<b>Entity</b>	<b>Author(s) of Comment Letter/e-mail</b>	<b>Date Received</b>
1	San Joaquin Council of Governments (SJCOG)	Laurel Boyd	August 1, 2023
2	Pacific Gas & Electric Company (PG&E)	Plan Review Team	August 3, 2023
3	State Water Resources Control Board (SWRCB)	Tahir Mansoor	August 22, 2023
4	San Joaquin County Environmental Health Department	Aldara Salinas	August 24, 2023
5	Central Valley Regional Water Quality Control Board (CVRWQCB)	Peter Minkel	September 1, 2023

**Letter 1** advised that the City of Lathrop is a signatory to the signatory to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). As such, certain requirements must be met in order for projects to proceed.

The ASR project is proposed on a parcel that is classified as “Urban Habitat Land” in the SJMSCP. It is located in Land Category B, Other Open Spaces, and is in Compensation Category A, No Pay Zone.<sup>1</sup> Disturbance of the project site has already been mitigated through compliance with the SJMSCP. In compliance with the SJMSCP, the City must schedule a SJMSCP Biologist to perform a pre-construction survey prior to any ground disturbance. Incidental Take Minimization Measures (ITMMs) must be established and followed.

**Letter 2** noted that the PG&E Plan Review Team is reviewing the IS/MND. Further, it offered broad guidance that should the project have the potential to interfere with PG&E’s facilities, PG&E would advise the City with project-specific comments. They also provided guidance for the City when working near PG&E’s facilities and land rights. Any proposed uses within the PG&E fee strip and/or easement may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E’s fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required for the proposed project. PG&E’s advisory language would be thoroughly reviewed prior to beginning ground disturbing activities for the proposed project. Any conflict between PG&E’s facilities or land rights would be identified and the City would contact PG&E to coordinate construction activities.

**Letter 3** notes that there are two existing tanks shown on the aerial image in Figure 2, in contrast to the IS/MND text on page 5 of the IS/MND that indicates there is only one 1.5-million-gallon (MG) water tank on the project site. While Figure 2 does show two existing tanks within the boundary of the project site, the southwestern most tank, enclosed behind its own fence, is SSJID Water Tank 5. Figure 3 highlights the area to the east of that tank, but still within the project site, and shows one existing tank (the easternmost tank shown in Figure 2) plus two additional tanks to be constructed in the future under a separate proposal. The proposed project does not include the construction of water tanks.

To construct the proposed project, the State Water Resources Control Board (SWRCB) requires the City to submit a completed Water Supply Permit Environmental Intake Form (EIF) prior to the SWRCB issuing a use permit for the well.

The proposed project would result in the construction and operation of a new well in the northeastern portion of the project site, as shown on Figure 3. Although the IS/MND did evaluate the potential impacts related to construction of the project, the text was not clear that construction impacts had been considered. Minor revisions have been made to the draft IS/MND to clarify where and how construction

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<sup>1</sup> San Joaquin Council of Governments, 2016. SJMSCP Compensation Map – Lathrop. Last Uploaded August 16, 2016. Available <https://www.sjcog.org/DocumentCenter/View/769/SJMSCP-Compensation-Map---Lathrop>. Accessed August 23, 2023.





impacts were considered. Added language appears in a ~~and underlined~~ format in the Final IS/MND. CEQA Guidelines Section 15073.S(a) requires a lead agency to recirculate a negative declaration when the document must be substantially revised after public notice of its availability has previously been given. Pursuant to CEQA Guidelines Section 15073.S(b), a "substantial revision" includes two situations: (i) a new, avoidable significant effect is identified, and to reduce that effect to a level of insignificance, mitigation measures or project revisions must be added; or (ii) the lead agency determines that the mitigation measures or project revisions originally included in the negative declaration will not reduce potentially significant impacts to a level of insignificance, and new mitigation measures or project revisions are required. CEQA is clear that recirculation is not required if "new information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration." (CEQA Guidelines, §15073.S(c)(4).) None of the revisions made meet the recirculation requirements. As such, recirculation is not required.

**Letter 4** states the San Joaquin County Environmental Health Department (EHD) reviewed the Notice of Intent to Adopt a Mitigated Negative Declaration and has no comments at this time.

**Letter 5** provides guidance to the City regarding various permits that may be needed to protect groundwater and surface water quality. The comment is noted and will be provided to the decision makers for consideration.





**S J C O G, Inc.**

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0574 • Email: [boyd@sjcog.org](mailto:boyd@sjcog.org)

*San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)*

**SJMSCP RESPONSE TO LOCAL JURISDICTION (RTLJ)  
ADVISORY AGENCY NOTICE TO SJCOG, Inc.**

**To:** Greg Gibson, City of Lathrop, Public Works Department  
**From:** Laurel Boyd, SJCOG, Inc. Phone: (209) 235-0574 Email: [boyd@sjcog.org](mailto:boyd@sjcog.org)  
**Date:** August 1, 2023

**-Local Jurisdiction Project Title:** Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project

**Assessor Parcel Number(s):** 210-210-01

**Local Jurisdiction Project Number:** N/A

**Total Acres to be converted from Open Space Use:** Unknown

**Habitat Types to be Disturbed:** Urban Habitat Land (**Mitigated Prior**)

**Species Impact Findings:** Findings to be determined by SJMSCP biologist.

Dear Mr. Gibson:

SJCOG, Inc. has reviewed the project referral for Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project. This proposed project would implement Aquifer Storage and Recover (ASR) technology to optimize the conjunctive use of the City’s existing supplies of treated surface water in addition to the available groundwater to enhance delivered water quality to customers and increase the reliability of the City’s water supply and delivery system.

The proposed project would involve the injection of treated (potable) drinking water from the City’s South San Joaquin Irrigation District (SSJID) South County Water Supply Project into selected confined aquifer zones for storage and subsequent extraction (i.e., “recovery”).

Under the ASR project, each year up to 1,450 acre-feet (af) of treated potable surface water would be injected into the confined aquifer at a rate of up to two million gallons per day (gpd). In general, the injection period would occur from November through April, when water demand is lowest.

The City of Lathrop is a signatory to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Participation in the SJMSCP satisfies requirements of both the state and federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA). The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measure are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP. Although participation in the SJMSCP is voluntary, Local Jurisdiction/Lead Agencies should be aware that if project applicants choose against participating in the SJMSCP, they will be required to provide alternative mitigation in an amount and kind equal to that provided in the SJMSCP.

***This Project is subject to the SJMSCP.*** This can be up to a 30 day process and it is recommended that the project applicant contact SJMSCP staff as early as possible. It is also recommended that the project applicant obtain an information package. <http://www.sjcog.org>

Please contact SJMSCP staff regarding completing the following steps to satisfy SJMSCP requirements:

- Schedule a SJMSCP Biologist to perform a pre-construction survey **prior to any ground disturbance**
- SJMSCP Incidental take Minimization Measures and mitigation requirement:
  1. Incidental Take Minimization Measures (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant

must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, SJCOG, Inc. staff will sign the ITMMs. This is the effective date of the ITMMs.

2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs.
3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must:
  - a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period); or
  - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered; or
  - c. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
  - d. Purchase approved mitigation bank credits.
4. Within 6 months from the effective date of the ITMMs or issuance of a building permit, whichever occurs first, the project applicant must:
  - a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered; or
  - b. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
  - c. Purchase approved mitigation bank credits.

Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called.

- Receive your Certificate of Payment and release the required permit

*It should be noted that if this project has any potential impacts to waters of the United States [pursuant to Section 404 Clean Water Act], it would require the project to seek voluntary coverage through the unmapped process under the SJMSCP which could take up to 90 days. It may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would be required from each of these resource agencies prior to grading the project site.*

If you have any questions, please call (209) 235-0574.



**S J C O G , I n c .**

*San Joaquin County Multi-Species Habitat Conservation & Open Space Plan*

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

**SJMSCP HOLD**

**TO:** Local Jurisdiction: Community Development Department, Planning Department, Building Department, Engineering Department, Survey Department, Transportation Department, Other:

**FROM:** Laurel Boyd, SJCOG, Inc.

**DO NOT AUTHORIZE SITE DISTURBANCE  
DO NOT ISSUE A BUILDING PERMIT  
DO NOT ISSUE \_\_\_\_\_ FOR THIS PROJECT**

The landowner/developer for this site has requested coverage pursuant to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). In accordance with that agreement, the Applicant has agreed to:

- 1) SJMSCP Incidental Take Minimization Measures and mitigation requirement:
    - 1. Incidental Take Minimization Measures (ITMMs) will be issued to the project and must be signed by the project applicant prior to any ground disturbance but no later than six (6) months from receipt of the ITMMs. If ITMMs are not signed within six months, the applicant must reapply for SJMSCP Coverage. Upon receipt of signed ITMMs from project applicant, SJCOG, Inc. staff will sign the ITMMs. This is the effective date of the ITMMs.
    - 2. Under no circumstance shall ground disturbance occur without compliance and satisfaction of the ITMMs.
    - 3. Upon issuance of fully executed ITMMs and prior to any ground disturbance, the project applicant must:
      - a. Post a bond for payment of the applicable SJMSCP fee covering the entirety of the project acreage being covered (the bond should be valid for no longer than a 6 month period); or
      - b. Pay the appropriate SJMSCP fee for the entirety of the project acreage being covered; or
      - c. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
      - d. Purchase approved mitigation bank credits.
    - 4. Within 6 months from the effective date of the ITMMs or issuance of a building permit, whichever occurs first, the project applicant must:
      - a. Pay the appropriate SJMSCP for the entirety of the project acreage being covered; or
      - b. Dedicate land in-lieu of fees, either as conservation easements or fee title; or
      - c. Purchase approved mitigation bank credits.
- Failure to satisfy the obligations of the mitigation fee shall subject the bond to be called.

**Project Title:** Lathrop Aquifer Storage & Recovery Project

**Assessor Parcel #s:** 210-210-01

**T \_\_\_\_\_, R \_\_\_\_\_, Section(s): \_\_\_\_\_**

**Local Jurisdiction Contact:** Greg Gibson

**The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measures are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP.**



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**FW: [\*\*EXTERNAL\*\*] RE: Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project**

1 message

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**Gregory Gibson** <ggibson@ci.lathrop.ca.us>  
To: Christina Erwin <cerwin@denovoplanning.com>

Thu, Aug 3, 2023 at 11:56 AM

Here is the initial response letter from PG&E.

Greg

**From:** Monica Garcia <mgarcia@ci.lathrop.ca.us>  
**Sent:** Thursday, August 3, 2023 10:28 AM  
**To:** Gregory Gibson <ggibson@ci.lathrop.ca.us>  
**Subject:** FW: [\*\*EXTERNAL\*\*] RE: Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project

**From:** PGE Plan Review <PGEPlanReview@pge.com>  
**Sent:** Thursday, August 3, 2023 10:27 AM  
**To:** Monica Garcia <mgarcia@ci.lathrop.ca.us>  
**Subject:** [\*\*EXTERNAL\*\*] RE: Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project

Classification: Public

Dear Monica Garcia,

Thank you for submitting the Lathrop Aquifer Storage and Recovery Project plans. The PG&E Plan Review Team is currently reviewing the information provided. Should this project have the potential to interfere with PG&E's facilities, we intend to respond to you with project specific comments. Attached is some general information when working near PG&E facilities that must be adhered to when working near PG&E's facilities and land rights.

This email and attachment does not constitute PG&E's consent to use any portion of PG&E's land rights for any purpose not previously conveyed. If there are subsequent modifications made to your design, we ask that you resubmit the plans to the email address listed below.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com).

Thank you,



**Pacific Gas and Electric Company**

**Plan Review Team**

Email: [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com)

**From:** Monica Garcia <[mgarcia@ci.lathrop.ca.us](mailto:mgarcia@ci.lathrop.ca.us)>

**Sent:** Wednesday, August 2, 2023 1:55 PM

**Cc:** Gregory Gibson <[ggibson@ci.lathrop.ca.us](mailto:ggibson@ci.lathrop.ca.us)>

**Subject:** RE: Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project

**CAUTION: EXTERNAL SENDER!**

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Good Afternoon,

The IS/MND is now available on the City of Lathrop's Website.

City of Lathrop - ASR - IS/MND

Thank You,

**Monica Garcia**

*Administrative Assistant I*

City of Lathrop | Public Works Department  
390 Towne Centre Drive, Lathrop CA 95330  
MAIN: 209.941.7430 | DIRECT: 209.941.7423  
[www.ci.lathrop.ca.us/publicworks](http://www.ci.lathrop.ca.us/publicworks)



**From:** Monica Garcia  
**Sent:** Monday, July 31, 2023 3:51 PM  
**Subject:** Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project

Hello,

Please see attached Notice of Availability/Notice of Intent to Adopt a Mitigated Negative Declaration/Initial Study for the Lathrop Aquifer Storage and Recovery Project.

Thank You,


**Monica Garcia**

*Administrative Assistant I*

City of Lathrop | Public Works Department  
390 Towne Centre Drive, Lathrop CA 95330  
MAIN: 209.941.7430 | DIRECT: 209.941.7423  
[www.ci.lathrop.ca.us/publicworks](http://www.ci.lathrop.ca.us/publicworks)



You can read about PG&E's data privacy practices here or at [PGE.com/privacy](https://www.pge.com/privacy).

 **Initial\_Response\_Letter\_8-3-2023.pdf**  
260K





August 3, 2023

Monica Garcia  
City of Lathrop  
390 Towne Centre Dr  
Lathrop, CA 95330

Ref: Gas and Electric Transmission and Distribution

Dear Monica Garcia,

Thank you for submitting the Lathrop Aquifer Storage and Recovery Project plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: [https://www.pge.com/en\\_US/business/services/building-and-renovation/overview/overview.page](https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page).
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team  
Land Management



## Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.

2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.

5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 24 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [ $24/2 + 24 + 36/2 = 54$ ] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ( $90^\circ \pm 15^\circ$ ). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



## **Attachment 2 – Electric Facilities**

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. **Buildings and Other Structures:** No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. **Grading:** Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. **Fences:** Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. **Landscaping:** Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 10 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. **Reservoirs, Sumps, Drainage Basins, and Ponds:** Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. **Automobile Parking:** Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. **Storage of Flammable, Explosive or Corrosive Materials:** There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 ([http://www.cpuc.ca.gov/gos/GO95/go\\_95\\_startup\\_page.html](http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html)) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

Subject: **[\*\*EXTERNAL\*\*]** ASR well and tanks - EIF form needed for permit

?

**Mansoor, Tahir@Waterboards** <Tahir.Mansoor@waterboards.ca.gov>  
to Gregory Gibson

Tue, Aug 22, 3:28 PM

You are viewing an attached message. De Novo Planning Group Mail can't verify the authenticity of attached messages.

Hi Greg, our CEQA staff wants the City to complete the attached form for the new two tanks and the ASR well. We'll need this form when the City apply for the permit for their use.

In addition, our staff provided the following comment regarding CEQA document:

**"If the City of Lathrop going to use the current CEQA document they are circulating for the Aquifer Storage and Recovery Project for the well, they should address the construction of the well in the document, not just it's use."**

Thanks,  
Tahir

**From:** Schmitz, Lori@Waterboards <Lori.Schmitz@waterboards.ca.gov>  
**Sent:** Thursday, August 17, 2023 5:07 PM  
**To:** Mansoor, Tahir@Waterboards <Tahir.Mansoor@waterboards.ca.gov>  
**Cc:** Pierce, Wendy@Waterboards <Wendy.Pierce@Waterboards.ca.gov>  
**Subject:** RE: City of Lathrop, Lathrop Aquifer Storage & Recovery Project, Infrastructure Permitting Questions

Tahir,

I am attaching the Google Screen shot from the document and designs from the document (pdf above). I don't know why there are two tanks on the Google Screen Shot already and they stated two tanks are being built, since there is only 3 tanks on the design.

Could you please follow up with the City to find out what they are building and if they have a CEQA document to cover it?

If they are building tanks that are not yet permitted, please have them fill out the EIF form attached for the two (or one tank) they are building.

If they are going to be developing a well separately in the future they should also fill out an EIF form for that, when they have their document available.

If they are going to use the current CEQA document they are circulating for the Aquifer Storage and Recovery Project for the well, they should address the construction of the well in the document, not just it's use.

Please let us know what you find out.

Thanks!

Lori Schmitz

# **STATE WATER RESOURCES CONTROL BOARD WATER SUPPLY PERMIT ENVIRONMENTAL INTAKE FORM (EIF)**

**Instructions:** All water supply permit applicants are required to fill out this EIF and attach the specified attachments.

Fill out Part I and attach the documents detailed under Part I question 10 if there is a completed CEQA or NEPA environmental document that has been circulated at the State Clearinghouse (SCH) or if a Notice of Exemption (NOE) was filed at the SCH or at the county clerk.

If there is no environmental document or filed NOE, fill out Part I and Part II and attach the required documentation detailed in Part II A. Applicants that fill out Part II are required to certify the document by signing it.

## **I. PART 1 GENERAL WATER SYSTEM AND PROJECT INFORMATION**

1. Water system name:
2. Water system number:
3. Is Water System a  Public agency or  Private entity?
4. Water system contact person for this project:  
    Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_
5. Project Name:
6. Has the project already been constructed?  yes  no
7. If no, what is the estimated start date for construction?
8. Is there an Environmental Document prepared for the Project? [i.e. Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration, or NEPA documents (Environmental Impact Study, Environmental Assessment, FONSI, Categorical Exclusion)]  yes  no. If yes, what type?
9. Is there a Notice of Exemption or Categorical Exclusion for the project?  yes  no
10. Required Attachments for submittal to DDW:
  - **If question 8 is answered 'yes'**, Submit Part I and following attachments to DDW.
    - Attachment 1** All environmental documentation (i.e. draft and final Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, Mitigation Monitoring and Reporting Program if applicable, Resolution from lead agency adopting the CEQA document and approving the project, and Notice of Determination)
    - Attachment 2** Project design plans
  - **If question 9 is answered 'yes'**, Submit Part I and following attachments to DDW.
    - Attachment 1** Notice of Exemption stamped by county clerk or proof of posting on OPR
    - Attachment 2** Project design plans
    - Attachment 3** Map of project site (overview of plan on aerial background)
  - **If questions 8 and 9 are both answered 'no', fill out Part 2.**



## II. PART 2 FOR NO ENVIRONMENTAL DOCUMENT AND PRIVATE ENTITIES

(Part 2 is for private entities with no environmental document, public agency exempt projects that did not file a NOE, or public agency project with no discretionary approvals required)

### Section A. Required Attachments

**Attachment 1** Project design plans (minimum 30% design)

**Attachment 2** Map of project site (overview of project elements on aerial background preferred)

**Attachment 3** Overview photos of Project Site (If no Google street view available)

**Attachment 4** Geotechnical report, if available

### Section B. Agency Approvals and Permits (for private entities)

List and describe all project-related permits and any other governmental approvals required for this project, including those required by a city, county, regional or special district, or the state (e.g. encroachment permit, conditional use permit, rezoning, variance, etc.)

Permit/Approval	Agency	Department	Phone number	Email

Which public agency do you expect will be the first to permit the project? List the permitting agencies in chronological order:

Is there any federally owned land within the project footprint?  yes  no,

If yes what federal agency is the landowner?

Is this project part of a larger project or series of projects?  yes  no  unknown

### Section C. Project Description for CEQA Review

Provide a thorough project description (PD) that is detailed enough for CEQA review. This can be done using one of the three following methods. Note method used by checking the appropriate box:

- Use the following questions as prompts to write a detailed PD and attach the description to the EIF or fill in PD box under C.1 (preferred),
- Use as a form and fill in the information that pertains to the project,  or
- Attach an Engineering Report with the preferred project described and fill in the form fields that address details not discussed in the engineering report.

#### C.1 General Project Information

Project Name:

Project Address/location (give nearest cross streets if no address):

City:

County:

Zip:

APN No.:

Describe the location of the project. If there are project elements at different locations, describe all locations:

Are the new project components on land owned by the water system?  yes  no

Provide the total size of the area to be impacted by construction (ft<sup>2</sup> or acres). Be sure to include new access roads, service lines, and staging areas:

Provide a written description of the project:

Is the project within an existing facility?  yes  no  partially within  
Does the project involve a replacement in the same footprint with a similar capacity?  yes  no  
Does the project involve new construction that is not within an existing facility, or replacing or repairing existing infrastructure?  yes  no

### C.2 Water Tank(s)

Does the project include constructing a water tank(s)?  yes  no. (If no, do not fill out this section).

Number of tanks:

Volume of tank(s) in gallons:

Tank(s) dimensions:

Is it a replacement tank?  yes  no

If yes, list the capacity of the old tank(s):

Will the old tank(s) be destroyed as part of this project?  yes  no

If the new tank capacity is greater than 10% of the old tank's capacity, but is for fire flow, please provide the breakout of water usage:

Drinking Water (Gallons):

Fire Flow (Gallons):

Will there be a discharge basin?  yes  no. If yes, what are the basin dimensions (LxWxD)

Will the basin be lined  or unlined ?

### C.3 Well(s)

Does the project include a new well(s)?  yes  no. (If no, do not fill out this section).

Number of new wells:

What is the expected capacity of the new well(s)?

Has the new well(s) already been drilled?  yes  no

Is the new well replacing an old well?  yes  no

If yes, what is the capacity of the old well:

Will the old well be converted to a different use? (e.g. monitoring well, standby well, irrigation)?  yes  
 no

Will the old well be destroyed/sealed?  yes  no

If no, what will be done with the old well?

Where is the old well located?

Will a new pump(s) be installed? If yes, is it electric  or diesel ?

Will the new pump will be submersible  or outside the well ?:

If outside the well, give the dimensions of the concrete pad:

Will there be a well house building? If yes, give dimensions:

Will there be a discharge basin? If yes, what are the basin dimensions (LxWxD)?

### C.4 Treatment System(s)

Does the project involve constructing a new  or modifying an existing  treatment system? (If not, do not fill out this section).

What kind of treatment system?

Will it be in a new building  , in an existing building  , or outside  ?

If in a new building, what are the dimensions of the building?

If outside, what are the pad dimensions?

What type of treatment media will be used?

What chemicals will be used?

Will the treatment media need to be removed occasionally?  yes  no

Will the media be taken to a hazardous waste treatment/disposal site?  yes  no

How is the spent media disposed?

Will the tanks be backwashed? If yes, describe

### C.5 Piping

Will the project require pipelines to connect new facilities to the existing system or expand the service area?  yes  no (If no, do not fill out this section).

Will the new equipment be connected to the existing system on-site?  yes  no

If the connection to the system is not on-site, how many linear feet or miles of pipe is needed?

### C.6 Appurtenant Features

Will the project include appurtenant features not discussed above (lighting, fence, transformers, etc.)?  yes  no. (If no, do not fill out this section).

If yes, describe

Will new electrical components be installed in the ground? If yes, what are the pad dimensions?

Will trenching for electrical be needed? If yes, how many linear feet of trenching?

Will new fencing be installed?  yes  no

What type of fencing?

The height of the fencing?

### C.7. Additional comments

## Section D. Environmental Setting

Describe the topography and geology of the region (or attach a geotechnical report):

Elevation range

Describe current land use at the project site:

What are the vegetation types? (check all that apply)

	On Project Site	Surrounding Area
Urbanized	<input type="checkbox"/>	<input type="checkbox"/>
Landscaped	<input type="checkbox"/>	<input type="checkbox"/>
Ruderal (Weedy)	<input type="checkbox"/>	<input type="checkbox"/>
Grassland	<input type="checkbox"/>	<input type="checkbox"/>
Shrub/Chaparral	<input type="checkbox"/>	<input type="checkbox"/>
Oak Woodland	<input type="checkbox"/>	<input type="checkbox"/>
Woodland (other)	<input type="checkbox"/>	<input type="checkbox"/>
Forest	<input type="checkbox"/>	<input type="checkbox"/>
Riparian/Streamside	<input type="checkbox"/>	<input type="checkbox"/>
Wetland, vernal pools	<input type="checkbox"/>	<input type="checkbox"/>

If there are rivers, streams, or wetlands at or near the project site, list and state whether the flow is permanent, intermittent, or ephemeral.

Does the site have any land within coastal zone jurisdiction?  yes  no  unknown

Are there protected status wildlife or plant species within or near the Project?  yes  no  unknown

**Environmental Impacts**

To the best of your ability, check any of the following impacts that might result from the project. Discuss below all items checked "yes" (attach additional sheets as necessary).

Will the Project:

- |     | Yes                      | No                       |   |
|-----|--------------------------|--------------------------|---|
| 1.  | <input type="checkbox"/> | <input type="checkbox"/> | Remove mature native trees: #      species/type   |
| 2.  | <input type="checkbox"/> | <input type="checkbox"/> | Clear or trim native vegetation   |
| 3.  | <input type="checkbox"/> | <input type="checkbox"/> | Interfere with use of recreational facilities   |
| 4.  | <input type="checkbox"/> | <input type="checkbox"/> | Alter existing drainage patterns  |
| 5.  | <input type="checkbox"/> | <input type="checkbox"/> | Be located in a floodplain  |
| 6.  | <input type="checkbox"/> | <input type="checkbox"/> | Change scenic views or vistas from residential areas, public lands, or roads              |
| 7.  | <input type="checkbox"/> | <input type="checkbox"/> | Produce significant amounts of solid waste or litter                                      |
| 8.  | <input type="checkbox"/> | <input type="checkbox"/> | Increase dust, ash, smoke, fumes, or odors in the vicinity                                |
| 9.  | <input type="checkbox"/> | <input type="checkbox"/> | Substantially change noise or vibration levels in the vicinity (beyond the property line) |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Be located on or near a seismic fault   |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | Substantially increase fuel consumption   |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | Impact wetlands   |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | Convert farmland to non-farm use  |

Describe any known potentially significant environmental effects that may result if the project is implemented (attach additional sheets as necessary):

**Certification**

I hereby certify that the statements furnished in Part II and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



## Environmental Health Department

**Jasjit Kang, REHS, Director**

**Muniappa Naidu, REHS, Assistant Director**

**PROGRAM COORDINATORS**

Jeff Carruesco, REHS, RDI

Willy Ng, REHS

Steven Shih, REHS

Elena Manzo, REHS

Natalia Subbotnikova, REHS

August 24, 2023

To: City of Lathrop Community Department of Public Works  
Attention: Greg Gibson

From: Aldara Salinas (209) 616-3019   
Environmental Health Specialist

RE: **Lathrop Aquifer Storage and Recovery Project, Referral, SU0015756**  
**Notice of Availability/ Notice of Intent to Adopt a Mitigated Negative Declaration/ Initial Study for the Lathrop Aquifer Storage and Recovery Project**

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The San Joaquin County Environmental Health Department (EHD) has reviewed the Notice of Intent to Adopt a Mitigated Negative Declaration and has no comments at this time.



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## Central Valley Regional Water Quality Control Board

1 September 2023

Gregory Gibson  
City of Lathrop  
390 Towne Center Drive  
Lathrop, CA 95330  
[ggibson@ci.lathrop.ca.us](mailto:ggibson@ci.lathrop.ca.us)

### **COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, LATHROP AQUIFER STORAGE AND RECOVERY PROJECT, SCH#2023080053, SAN JOAQUIN COUNTY**

Pursuant to the State Clearinghouse’s 2 August 2023 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Lathrop Aquifer Storage and Recovery Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

#### **I. Regulatory Setting**

##### **Basin Plan**

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State’s water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of

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MARK BRADFORD, CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/)

### **Antidegradation Considerations**

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

[https://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/sacsjr\\_2018\\_05.pdf](https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf)

In part it states:

*Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.*

*This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.*

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

## **II. Permitting Requirements**

### **Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

### **Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic

General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:  
[https://www.waterboards.ca.gov/centralvalley/water\\_issues/water\\_quality\\_certification/](https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/)

**Waste Discharge Requirements – Discharges to Waters of the State**

If USACE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:  
[https://www.waterboards.ca.gov/centralvalley/water\\_issues/waste\\_to\\_surface\\_water/](https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/)

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:  
[https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2004/wqo/wqo2004-0004.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf)

**Dewatering Permit**

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board’s Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:  
[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2003/wqo/wqo2003-0003.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf)



For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

[https://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/waivers/r5-2018-0085.pdf](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf)

**Limited Threat General NPDES Permit**

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

[https://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/general\\_orders/r5-2016-0076-01.pdf](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf)

**NPDES Permit**

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

*Peter Minkel*

Peter Minkel  
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,  
Sacramento

# LATHROP AQUIFER AND STORAGE RECOVERY PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

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## INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) Guidelines requires public agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Lathrop Aquifer Storage and Recovery project. The intent of the MMRP is to prescribe and enforce a means for properly and successfully implementing the mitigation measures identified within the Initial Study/Mitigated Declaration (IS/MND) for this project.

## MITIGATION MEASURES

The mitigation measures are taken from the Lathrop Aquifer Storage and Recovery IS/MND and are assigned the same number as in the IS/MND. The MMRP describes the actions that must take place to implement each mitigation measure, the timing of those actions, and the entities responsible for implementing and monitoring the actions.

## MMRP COMPONENTS

The components of the attached table, which contains applicable mitigation measures, are addressed briefly, below.

**Impact:** This column summarizes the impact stated in the IS/MND.

**Mitigation Measure:** All mitigation measures that were identified in the Lathrop Aquifer Storage and Recovery IS/MND are presented and numbered accordingly.

**Action(s):** For every mitigation measure, one or more actions are described. The actions delineate the means by which the mitigation measures will be implemented, and, in some instances, the criteria for determining whether a measure has been successfully implemented. Where mitigation measures are particularly detailed, the action may refer back to the measure.

**Implementing Party:** This item identifies the entity that will undertake the required action.

**Timing:** Implementation of the action must occur prior to or during some part of project approval, project design or construction or on an ongoing basis. The timing for each measure is identified.

**Monitoring Party:** The City of Lathrop is primarily responsible for ensuring that mitigation measures are successfully implemented. Within the City, a number of departments and divisions would have responsibility for monitoring some aspect of the overall project.

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INITIAL STUDY – LATHROP AQUIFER STORAGE & RECOVERY PROJECT

LATHROP AQUIFER STORAGE AND RECOVERY PROJECT – MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

IMPACT	MITIGATION MEASURE	ACTION(S)	IMPLEMENTING PARTY	TIMING	MONITORING PARTY
<p><b>V. CULTURAL RESOURCES</b></p> <p><b>Cultural Resources (b):</b> The project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.</p>	<p><b>Mitigation Measure CUL-1</b></p> <p>If pre-contact or historic-era cultural resources are encountered during project implementation, construction activities within 100 feet shall halt and a qualified archaeologist, defined as an archaeologist meeting the U.S. Secretary of the Interior's Professional Qualification Standards for Archeology, shall inspect the find within 24 hours of discovery and notify the City of Lathrop of their initial assessment. Pre-contact cultural materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls, and deposits of metal, glass, and/or ceramic refuse.</p> <p>If the City determines, based on recommendations from a qualified archaeologist and a Native American representative (if the resource is pre-historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5) or a tribal cultural resource (as defined in PRC Section 21080.3), the resource shall be avoided if feasible. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the</p>	<p>If historic-era resources, archaeological resources, or tribal cultural resources, stop ground disturbing activities within 100 feet until a qualified archaeologist can assess the fine. Follow recommendations from a qualified archaeologist and a Native American representative.</p>	<p>Project Applicant</p>	<p>During all onsite ground disturbing and construction activities.</p>	<p>City of Lathrop</p>

INITIAL STUDY – LATHROP AQUIFER STORAGE & RECOVERY PROJECT

IMPACT	MITIGATION MEASURE	ACTION(S)	IMPLEMENTING PARTY	TIMING	MONITORING PARTY
	<p>resource, or deeding the site into a permanent conservation easement.</p> <p>If avoidance is not feasible, the City shall consult with appropriate Native American tribes (if the resource is pre-contact), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3).</p>				
<p><b>Cultural Resources (c):</b> The project could disturb human remains, including those interred outside of formal cemeteries.</p>	<p><b>Mitigation Measure CUL-2</b></p> <p>In the event of discovery or recognition of any human remains during project implementation, construction activities within 100 feet of the find shall cease until the San Joaquin County Coroner has been contacted to determine that no investigation of the cause of death is required. The Coroner shall contact the Native American Heritage Commission within 24 hours, if the Coroner determines the remains to be Native American in origin. The Commission will then identify the person or persons it believes to be the most likely descendant from the deceased Native American (PRC Section 5097.98), who in turn would make recommendations to the City for the appropriate means of treating the human remains and any associated funerary objects (CEQA Guidelines Section 15064.5[d]).</p>	<p>If human remains are encountered during ground disturbing activities, halt construction activities within 100 feet until the Coroner evaluates the find. Follow the recommendations of the Coroner.</p>	<p>Project Applicant</p>	<p>During all onsite ground disturbing and construction activities.</p>	<p>City of Lathrop</p>
	<p>See Impact Cultural Resources (b)</p>	<p>See Impact Cultural Resources (b)</p>	<p>See Impact Cultural Resources (b)</p>	<p>See Impact Cultural Resources (b)</p>	<p>See Impact Cultural Resources (b)</p>

City of Lathrop

INITIAL STUDY – LATHROP AQUIFER STORAGE & RECOVERY PROJECT

IMPACT	MITIGATION MEASURE	ACTION(S)	IMPLEMENTING PARTY	TIMING	MONITORING PARTY
<p><b>XVIII. TRIBAL CULTURAL RESOURCES</b></p> <p><b>Tribal Cultural Resources (a):</b> The project could cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <ul style="list-style-type: none"> <li>i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).</li> <li>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.</li> </ul>	<p><b>Mitigation Measure TCR-1</b> Implement Mitigation Measure CUL-1.</p>	<p>If historic-era resources, archaeological resources, or tribal cultural resources, stop ground disturbing activities within 100 feet until a qualified archaeologist can assess the fine. Follow recommendations from a qualified archaeologist and a Native American representative.</p>	<p>Project Applicant</p>	<p>During all onsite ground disturbing and construction activities.</p>	<p>City of Lathrop</p>

City of Lathrop

**ITEM: GRAND JURY REPORT RESPONSE**

**RECOMMENDATION: Accept Grand Jury Report On School Safety in San Joaquin County and Direct the City Attorney to Submit a Letter to the Presiding Judge of the San Joaquin County Superior Court Responding to the Finding and Recommendation of the Grand Jury Report.**

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**SUMMARY**

In the attached 2022/2023 San Joaquin County Grand Jury Report titled *School Safety in San Joaquin County: Developing a Culture of Safety, Case #0322*, the Grand Jury recommends the Lathrop City Council, as the responding agency on behalf of the Lathrop Police Department, respond to the following finding and recommendation detailed below.

**BACKGROUND**

**POSSIBLE RESPONSES TO GRAND JURY FINDINGS:**

California Penal Code Section 933.05 requires the responding agency issue a response in writing to the Presiding Judge of the San Joaquin County Superior Court indicating whether the responding agency:

- Option 1. Agrees; or
- Option 2. Disagrees wholly or partially with the findings of the Grand Jury.

**POSSIBLE RESPONSES TO GRAND JURY RECOMMENDATIONS:**

California Penal Code Section 933.05 also requires the responding agency to respond to each recommendation contained in the Grand Jury report with one of the following:

- Option 1. The recommendations have been implemented, with a summary regarding the implemented action.
- Option 2. The recommendations have not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- Option 3. The recommendations require further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer

or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable.

Option 4. The recommendations will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

**GRAND JURY FINDINGS AND RECOMMENDATIONS WITH PROPOSED RESPONSES:**

**Grand Jury Finding F2.4:** “Many district CSSP's show a lack of meaningful collaboration between districts and local law enforcement agencies, causing confusing and chaos during an emergency.”

**Grand Jury Recommendation R2.4:** “By December 15, 2023, each law enforcement agency in San Joaquin County meaningfully collaborate and approve the updated CSSP for school sites within that agency's jurisdiction.”

**Proposed Council Response:** The City of Lathrop City Council, as the responding agency, partially disagrees with Grand Jury Finding F2.4 and Recommendation R2.4 and would like to further clarify that staff confirmed that the Lathrop Police Department has four (4) School Resource Officers (SROs) assigned to the seven (7) schools within the City's jurisdiction. The recommendation by the Grand Jury has been implemented as all SROs work collaboratively with school administrators and the Lathrop Police Department has approved all Comprehensive School Safety Plans (CSSP) for each of the seven (7) schools. All SROs are required to be familiar with and regularly work with school personnel pursuant to said CSSP. Table-top exercises and practice drills by SROs pursuant to said CSSP are scheduled for completion at each school site by December 15, 2023.

**RECOMMENDATION:**

Staff recommends the City Council accept the Grand Jury Report and direct the City Attorney to submit the proposed response to the Presiding Judge of the San Joaquin County Superior Court.

**FISCAL IMPACT:**

None, except for staff time to prepare this report.

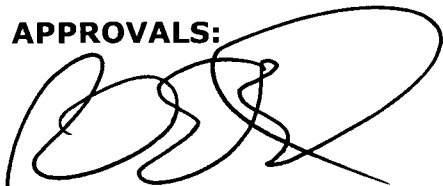


**ATTACHMENTS:**

- A. 2022/2023 Grand Jury Final Report titled *School Safety in San Joaquin County: Developing a Culture of Safety*, Case #0322
- B. Draft Letter to San Joaquin County Superior Court Presiding Judge in response to the 2022/2023 Grand Jury Final Report for Case #0322

**CITY MANAGER'S REPORT  
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING  
GRAND JURY REPORT RESPONSE**

**APPROVALS:**



Raymond Bechler  
Chief of Police

09/5/23  
Date



Salvador Navarrete  
City Attorney

8.31.2023  
Date



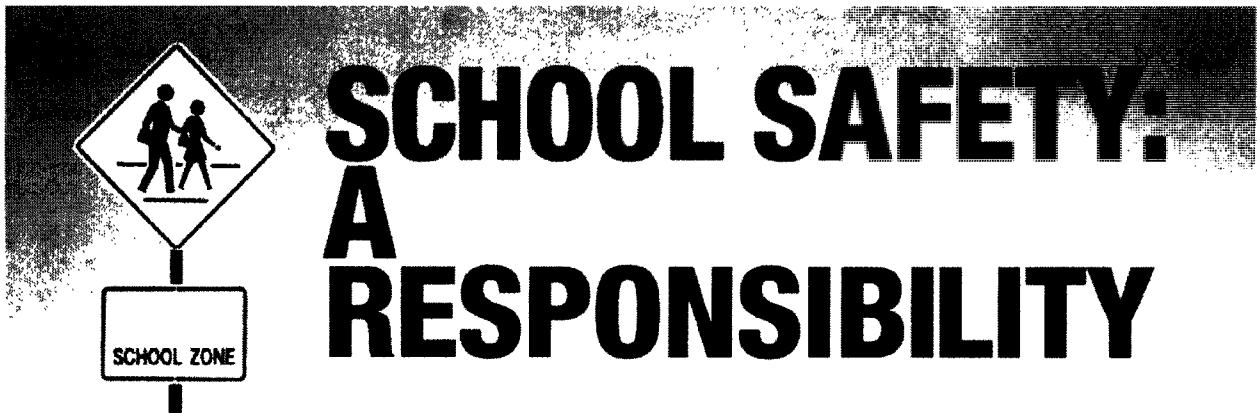
Stephen J. Salvatore  
City Manager

9.6.23  
Date

## 2022-2023 San Joaquin County Grand Jury



**School Safety in San Joaquin County:  
Developing a Culture of Safety  
Case #0322**



### Summary

The 2022-2023 San Joaquin County Civil Grand Jury examined, through the lens of a layperson, the safety measures in place at the 14 public school districts and the San Joaquin County Office of Education (SJCOE). These safety measures are mandated by California Education Code 32280-322895.5. Through multiple interviews, site visits, and expert witness testimony, the Grand Jury found while many protocols have been established in the County, there is no unified approach to school safety. Rather, safety planning often consists of a patchwork of policies and procedures and

many of the Comprehensive School Safety Plans (CSSPs) required by law are boilerplate documents that are rarely specific to school sites.

Schools in San Joaquin County are safer because of recent efforts by school districts, but more can be done. Districts can create more opportunities for meaningful involvement by parents, students, and staff in safety planning efforts. Parents/guardians can ask school officials about safety at their child's school site.

Law enforcement must be more involved in the process of development, implementation, and annual updates of the CSSP, including participation in safety training/drills, building relationships with students and staff, and helping to create a culture of safety.

While the issue of school safety is vast, the 2022-2023 San Joaquin County Civil Grand Jury review focused on the following areas:

- Comprehensive School Safety Plans.
- Observations during school site visits.
- Safety training.

The 2022-2023 Civil Grand Jury found CSSPs were not school site-specific and displayed a lack of parental and law enforcement agency involvement, safety training was intermittent, and drills were predictable. The Grand Jury also found a lack of meaningful staff and student discussion regarding school safety, school sites that were inconsistent in visitor check-in procedures, and evacuation maps missing or lacking clarity.

## Glossary

- **AED:** Automated External Defibrillator.
- **Average Daily Attendance:** The total days of student attendance divided by the total days of instruction.
- **CDE:** California Department of Education.
- **Certificated Employee:** Certificated school employees are employees of a school, district, or county office of education who are in a position that requires the employee to have a credential from the California Commission on Teacher Credentialing (CCTC).
- **Charter School:** A charter school is a public school that may provide instruction in any combination of grades (kindergarten through grade 12). Parents/guardians, teachers, or community members may initiate a charter petition, which is typically presented to and approved by a local school district governing board.
- **Classified Employee:** Classified employees are employees of a school, district, or county office of education who are in a position not requiring certification.
- **COE:** County Office of Education.
- **Common Areas:** Common areas are defined as auditoriums, multipurpose rooms, gymnasiums, cafeterias, wellness centers, and any other area that may be used by both the public as well as

students and staff. Pursuant to Education Code Sections 38130-38139, public schools are required to offer the use of school facilities by non-district public groups.

- **CSSP:** Comprehensive School Safety Plan. Safety plan required by California law for each school site operating kindergarten or any of grades 1 to 12, inclusive.
- **Dependent Charter School:** A dependent charter school is a charter school that has been authorized and is governed by the district's school board and is an integral part of the district's portfolio of schools.
- **First Responder:** The term includes a firefighter, law enforcement officer, paramedic, emergency medical technician, or other individual who, in the course of his or her professional duties, responds to fire, medical, hazardous material, or other emergencies.
- **Flip chart:** Emergency response flip charts are an effective way of referencing important contacts and actions to be taken in an emergency. Having clearly defined procedures to deal with emergencies that may occur in your workplace and making sure your workers are familiar with these procedures may save lives.
- **Independent Charter School:** A school that, although authorized by a school district board, is governed by a separate governing board, and is operated independently from the other schools administered by the district.
- **Lock Block System:** A simple device that prevents locked doors from completely closing, allowing the handle to stay locked and students or adults to quickly lock doors without the need for keys in the case of danger on campus.
- **Raptor:** Raptor Technologies is a company that has developed integrated school safety software that allows schools to screen and track school visitors.
- **School Safety Culture:** Campus climate and culture are foundational in the creation and maintenance of a safer and more secure school for both students and staff. Keeping students safe both physically and emotionally requires an atmosphere in which parents/guardians, students, and staff are all working together to protect the learning environment.
- **SJCOE:** San Joaquin County Office of Education.
- **SRO:** School Resource Officer.
- **Tabletop Exercise:** Small group discussions about an emergency and the courses of action a school will need to take before, during, and after an emergency to lessen the impact on the school community. Participants analyze the problem together and discuss detailed roles, responsibilities, and anticipated courses of action.

## Background

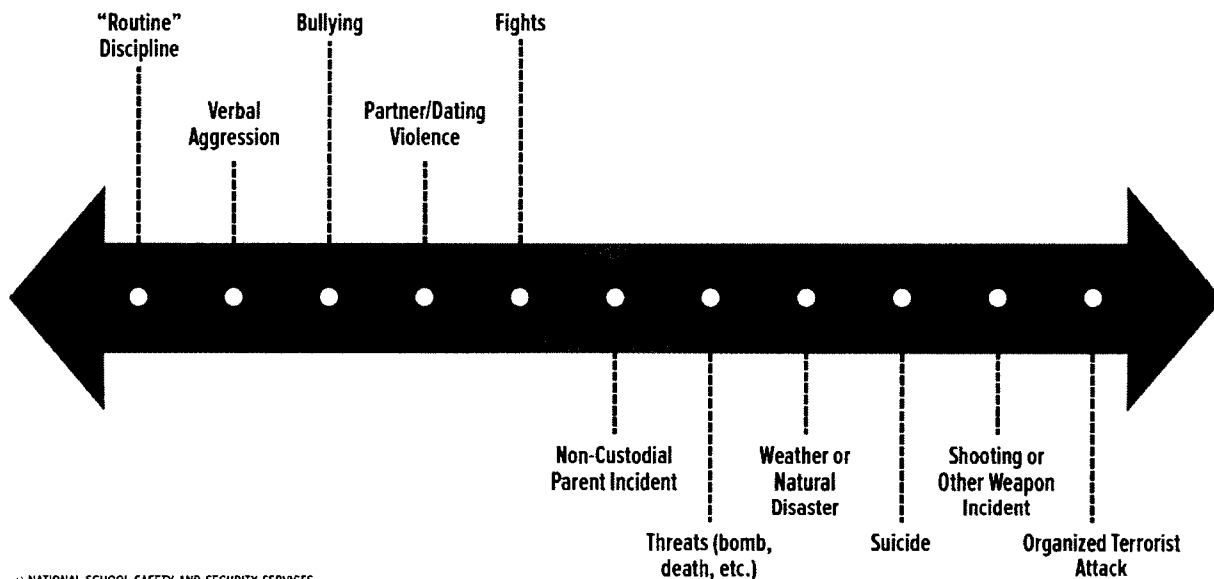
Recent media reports of tragic and all too frequent shootings on school campuses across the country have heightened community concerns about school safety and security, but school violence is not a new or recent concern. In fact, school shootings have been part of our nation's history since Colonial days. During the 19<sup>th</sup> century, multiple shootings occurred on school campuses involving intentional and accidental gunshots and other forms of violence by students and outside intruders.

Early in the 20<sup>th</sup> century the frequency of school violence diminished, but one of the earliest examples of mass school fatalities occurred in 1927 in Bath, Michigan, where 44 people, including 38 students, died when a former school board member dynamited the district school. In the middle of the 20<sup>th</sup> century school attacks, bombings, and riots by individuals and mobs were often fueled by racial and religious animosity.

The modern school violence trend toward mass casualty shootings began in San Joaquin County in 1989. The Cleveland School shooting occurred ten years before the more frequently referenced Columbine High School shooting in Colorado. Although the 1990s and early 2000s saw an overall trend toward fewer deaths from school shootings in the United States, the public’s perception of unsafe schools was shaped by numerous high-visibility shooting incidents that led to the belief that our schools have become increasingly dangerous places.

School shootings are the focus of discussions in the media, however, school safety concerns range across a continuum, from routine discipline to bullying and fighting, weather and natural disasters, nearby transportation and industrial accidents, and shootings, as illustrated below.

### School Safety Threat Continuum



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School safety planning requires careful thought, preparation, and training to avoid or mitigate the consequences of all threats across this continuum. These include not only high-consequence threats that have a low probability of occurrence (school shootings) but also lower-consequence threats that have a much higher probability of occurrence (bullying).

## **Reason for Investigation**

Creating a safe and healthy learning environment is a top priority shared by parents/guardians, educators, policymakers, and the community. The importance of safe schools is reflected in Article I, Section 28(f) of the California Constitution, which states: “All students and staff of public primary, elementary, junior high, and senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.” Furthermore, California Education Code Sections 32280-32289.5 mandate an annual update of each school site’s Comprehensive School Safety Plan (CSSP) by March 1 of each year.

The Grand Jury concluded that recent events in San Joaquin County and elsewhere raised the question of whether the schools in our County were taking appropriate steps to protect students and staff.

The Federal government does not maintain a database of school shootings, but several other entities do attempt to compile that data. For example, *Education Week* reports 2022 had the most school shootings in the nation (51) and the highest number of casualties (40 killed and 100 injured) in the past five years; 21 of those deaths occurred in the Uvalde school shooting in May 2022. San Joaquin County did not experience any school shootings in 2022, although one Stockton high school student was fatally stabbed when a man entered the campus through an unattended security checkpoint. Local media reported several instances of students being arrested for alleged threats of violence at schools in the County. Tragically, during the Grand Jury investigation, two students were attacked at Unity Park near Chavez High School; one student was shot and killed and the other student was pistol-whipped.

Rather than focusing the Grand Jury’s investigation on one type of school safety threat, such as school shootings, or on school safety planning at one school or district in the County, the Grand Jury concluded it would best serve San Joaquin County citizens to review emergency preparedness planning for threats across the school safety continuum. The Grand Jury evaluated school safety planning from a layperson’s perspective by measuring each district’s preparedness against best practices as identified through research and expert testimony. This report shares with the public the results of that evaluation. Due to the complexity of governance and the large number of independent charter schools (32), the Grand Jury focused its investigation on traditional and dependent charter schools.

## **Method of Investigation**

The Grand Jury conducted an extensive literature review and interviewed several school safety experts to identify consensus among experts on best school safety practices and where there were differences of opinion. The Grand Jury also surveyed each district about school safety preparation and planning. The Grand Jury compared the responses received from each school district against the best practices recommended by school safety experts. Follow-up interviews were conducted with representatives from each district. Grand Jury members visited one school from each district to confirm the information received and to observe safety preparation at the individual school level.

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### **Interviews Conducted**

- District Administrators.
- Representatives from all County and Local Law Enforcement Agencies.
- San Joaquin County Office of Education Administrators.
- School Safety Consultants.
- School Safety Experts.
- School Site Administrators.
- School Site Certificated Personnel.
- School Site Classified Personnel.

### **Sites Visited**

- Banta Elementary School (Banta Unified School District).
- Hazelton Elementary School (Stockton Unified School District).
- Lodi High School (Lodi Unified School District).
- Mountain House High School (Lammersville Unified School District).
- New Hope Elementary School (New Hope Elementary School District).
- New Jerusalem Elementary School (New Jerusalem School District).
- Oak View Elementary School (Oak View Elementary School District).

- one.Charter Academy of Visual and Performing Arts (San Joaquin County Office of Education).
- Ripon High School (Ripon Unified School District).
- Tom Hawkins Elementary School (Jefferson School District).
- Tully C. Knoles School (Lincoln Unified School District).
- Veritas Elementary School (Manteca Unified School District).
- Vista High School (Escalon Unified School District).
- Waterloo Middle School (Linden Unified School District).
- Williams Middle School (Tracy Unified School District).

## **Discussions, Findings, and Recommendations**

### **1.0 School Safety Fundamentals**

When asked, school officials, families, policymakers, and the community agree school safety is a top priority, but often there is a disconnect between safety practices and that priority. There is disagreement about what steps should be taken to make our schools safer or how much time, energy, or money should be devoted to school safety efforts. The recent uptick in gun-related incidents at schools across the country has created what some school safety experts believe is a skewed focus on target hardening. Physical security measures, security hardware equipment, cameras, access control, and other forms of safety technology can be useful in the school safety tool bag but are only as valuable as the weakest human link supporting them. As one school safety expert advised the Grand Jury, “Beware of school safety consultants with something to sell.” The emphasis on physical security measures has created a failure to focus on human factors and the fundamentals of school security and culture.

From interviews with school safety experts and a review of publicly available literature, the Grand Jury learned that the best safety plans focus on fundamentals such as:

- Site-specific emergency plans.
- Creating a culture of safety.
- Lockdown drills and sheltering in place.
- Evacuation and reunification.
- Identifying and assigning incident command roles.
- Recognizing abnormalities.
- Having situational awareness at all times.
- Empowering staff to make decisions during emergencies.

The focus of any school safety program should be on training to prepare people with the skills necessary to take proper action when confronted by an emergency. An emergency by its very nature is a time of extreme stress that often short-circuits rational thought and action. Available

data indicate lockdown drills (close and lock the door, turn off the lights, close blinds and curtains, move into a hardened corner that is out of sight of an intruder, and keep quiet) work best to prepare staff and students to respond effectively to emergencies. Options-based training (run, hide, and fight) is recommended by some safety experts, but such training is controversial and is discouraged by other experts. Basic, age-appropriate drills should be the focus of any safety training involving students. Overly dramatic drills that create student anxiety should be avoided.

Safety training for school employees must be more than a once-a-year event; it must be integrated into staff meetings throughout the school year and must include not only teachers and administrators but also support staff. Safety drills for staff and students must be diversified in the type and timing of the drills.

In addition to safety training, school climate and relationships are keys to school safety.

“Schools should address climate along with security and emergency preparedness, not one or the other. Too often climate is pitted against security, instead of focusing on both. Schools can be warm, welcoming, and trusting environments and still have balanced security measures and comprehensive emergency preparedness guidelines.”<sup>1</sup>

A positive school culture is one in which students and staff feel respected, supported, and connected to each other and to the school community. In such a culture, there is a greater sense of shared responsibility for the well-being and safety of everyone in the school, and students are more likely to report concerns or potential safety issues.

In contrast, a negative school culture, characterized by bullying, harassment, discrimination, or general facility disrepair, can contribute to a lack of trust and support among students and staff. This makes it more difficult for students to feel comfortable reporting safety concerns and contributes to a sense of isolation and disengagement that increases the risk of violence or other safety issues.

Creating a positive school culture that promotes respect, inclusivity, and collaboration helps to foster a sense of community and shared responsibility leading to a safer school environment. This includes initiatives such as anti-bullying and anti-harassment programs, positive behavior interventions and supports (PBIS), and efforts to promote diversity and cultural sensitivity.

Safety culture is a topic to be revisited throughout the school year to build upon overall school safety. As an expert witness noted:

“...the key thing is really creating a culture of safety and a culture for reporting. Where safety is everyone's job from the custodian, your school secretary, [your] food service worker, your bus drivers, the first and last people to see kids during the day, to encourage not only see something and say something, that catchphrase that has been used since 9/11, but training people on how to do something. [If] someone sees something, they say something, then what are you trained to do. Because if someone reports it and you don't

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<sup>1</sup> Trump, Kenneth S., *Proactive School Security and Emergency Preparedness Planning*. Thousand Oaks, Calif., Corwin, 2011, page 182.

act and it's not acted in a timely appropriate manner, it's not going to really carry this all the way through.”

A school safety culture is encouraged by involving parents/guardians, students, teachers, administrators, and other school personnel in a school’s safety planning process. It also is encouraged by creating an overall positive climate at the school. Is there school engagement, school ownership, school pride, and student artwork present and visible in the school? Is the school clean and well-maintained? Do students and school employees have an open and trusting relationship?

## **2.0 Comprehensive School Safety Plan**

“The California Constitution guarantees California children the right to attend public schools that are safe, secure, and peaceful. The CDE, public school districts, county offices of education (COEs), and schools and their personnel are responsible for creating learning environments that are safe and secure. First responders, community partners, and families play an essential role, as well. Schools must be prepared to respond to emergencies including natural and man-made hazards and strive to prevent violence and behavior issues that undermine safety and security. CSSPs include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus and aspects of social, emotional, and physical safety for both youth and adults.”<sup>2</sup>

According to California Education Code Section 32281(a), every school district and County Office of Education (COE) in the State is responsible for developing a Comprehensive School Safety Plan (CSSP). For each of its school sites and the site council or safety planning committee for each site is required to write and develop a CSSP that is relevant to the specific needs and resources of that site. In school districts with fewer than “2,501 units of average daily attendance,” there may be one CSSP for all schools within the district.

Every year, each school is required to adopt an updated CSSP by March 1. Before adopting its CSSP, the school site council or safety planning committee must hold a public meeting at the school site to allow members of the public the opportunity to express an opinion about the school safety plan. State law includes a list of individuals and entities that must be notified in writing of these public meetings. These opportunities for meaningful public input on safety plans and goals help build a strong school safety culture.

Each school’s CSSP must be designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel. The CSSP must include adaptations necessary for the safety of students with disabilities. The school site council is required to consult with representatives from the law enforcement agency, the fire department, and other

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<sup>2</sup> California Department of Education, “Comprehensive School Safety Plans – Violence Prevention (CA Dept of Education).” [www.cde.ca.gov](http://www.cde.ca.gov), [www.cde.ca.gov/ls/ss/vp/cssp.asp](http://www.cde.ca.gov/ls/ss/vp/cssp.asp). Accessed May 2, 2023.

first responder entities in the writing and development of the CSSP and to share any updates to the CSSP with those entities. An updated file of all safety-related plans and materials also must be readily available for inspection by the public.

Administrators of a school district or COE may elect to develop those portions of a CSSP that include tactical responses to criminal incidents and to develop those portions of the CSSP themselves, in consultation with law enforcement and a representative of an exclusive bargaining unit of employees. The governing board of a school district or COE also can confer in closed session with law enforcement officials prior to the approval of a tactical response plan. Any vote to approve the tactical response plan would be announced following the closed session.

The CSSP must include provisions for:

- (1) assessing the status of crime on school campuses and at school functions and
- (2) identifying appropriate strategies that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety.

The SJCOE and all districts in the County have approved CSSPs for their schools. The State CSSP requirements are lengthy and plans that attempt to discuss in detail all required elements can become unwieldy. Some of the CSSPs reviewed by the Grand Jury were several hundred pages long and generally included the major elements required by State law, but only a few appeared to have been drafted to address issues unique to an individual school site. Only a few indicated there had been any significant opportunity for public input during the drafting or approval stages of the annual CSSP updates. Even fewer included an assessment of the status of crime at the school and school-related functions. The Grand Jury also found plans contained only limited mention of the unique needs during emergencies of students with disabilities. Interviews and conversations with district administrators and school personnel often indicated limited knowledge of the safety information within these lengthy plans or even where the plan was physically located.

Most districts asserted that local law enforcement had been involved in the preparation or update of district CSSPs, but the nature of that involvement varied widely and seldom was documented in a manner that would allow the public to conclude that the involvement was meaningful. Some school officials commented that law enforcement agencies seemed reluctant to collaborate. Fewer districts asserted the local fire district had been involved in the preparation or update of district CSSPs, although some schools reported during site visits that the fire marshal had assisted in the preparation of current evacuation maps. The Grand Jury could not conclude from available information whether law enforcement and first responders had been given the information about the specific circumstances at individual school sites necessary for an appropriate response to a school safety emergency.

Several districts and schools made lengthy CSSPs more useful by creating concise flip charts identifying key steps to be taken during a range of anticipated emergencies. Most schools using these flip charts posted them in classrooms, but only a few schools posted them in other rooms frequented by students, such as libraries, cafeterias, multipurpose rooms, and other school resource rooms. Many of these rooms are used by the general public during non-school hours, in accordance with the California Education Code.

Some districts keep the entire CSSP confidential. Others make public most of the CSSP but keep some portions of the plan confidential to avoid providing useful information to potential criminal perpetrators. A few districts make the entire CSSP public. As noted above, the California Education Code requires an updated file of all safety-related plans and materials to be readily available for inspection by the public, but school administrators are authorized to keep confidential the portions of safety plans that include tactical responses to criminal incidents. The Grand Jury considers the better practice is to keep these sensitive provisions confidential but to make the rest of the CSSP and other safety-related information readily available to the public and school employees.

The CSSP must include a clear description of incident command and communication roles, together with associated duties. It also must identify the individuals responsible to perform those roles as well as alternate individuals if the primary individual is not available to perform the role. Some of the CSSPs reviewed by the Grand Jury identified the incident command roles, but only a few of these identified the individuals responsible for those roles and the alternates who would assume those roles if the primary individual was not available. None of the CSSPs reviewed by the Grand Jury provided evidence that the individuals responsible for incident command roles had received appropriate training to properly perform those important roles.

Some districts include meaningful information about safety measures taken by the district and its schools through the district website and other communications with parents/guardians. Other districts have little or no information about safety measures on their websites and appear to have only limited communication with parents/guardians about safety measures.

The CSSP should describe the system to reunite parents/guardians with their children in the event of a campus-wide evacuation or emergency and parents/guardians must be made aware of how they can reunite with their children. Only some of the CSSPs reviewed by the Grand Jury contained a detailed description of the reunification system and how parents/guardians will be advised of the relevant details of that system.

## **Findings**

**F2.1** A review of CSSPs demonstrated many districts have failed to create a CSSP that addresses safety issues unique to the individual school sites, and rather use a template and/or boilerplate language, leaving the school site unprepared in an emergency.

**F2.2** Many districts have not involved teachers, support staff, students, and parents/guardians when updating each school site's CSSP, missing an opportunity to create a culture of school safety.

**F2.3** Many districts have not collaborated with local law enforcement and other first responders during the annual process to update the CSSP, which could result in a prolonged and inefficient emergency response.

**F2.4** Many district CSSPs show a lack of meaningful collaboration between districts and local law enforcement agencies, causing confusion and chaos during an emergency.

**F2.5** Many districts do not offer an opportunity for public input during the drafting or approval stages of the annual CSSP, which renders the districts out of compliance with State law.

**F2.6** Most districts do not include an assessment of the status of crime at the school and school-related functions in their CSSPs, which renders the districts out of compliance with State law and causes potential harm and liability.

**F2.7** Many districts do not adequately address the unique needs of students with disabilities during emergencies. The lack of planning for the most vulnerable students can cause harm during a time of confusion and crisis.

**F2.8** A few districts do not make any part of the CSSPs available to the public, withholding important information about steps taken by the district to reduce the probability and impact of safety risks. Other districts post the CSSPs in their entirety, failing to keep confidential information about tactical responses, potentially revealing sensitive information to the public.

**F2.9** Many districts have CSSPs that fail to identify incident command roles and the individuals who are to perform those roles in case of an emergency, exposing students and staff to the potential for confusion and increased risks during an emergency.

**F2.10** Many districts have CSSPs that fail to describe the system to reunite parents/guardians with their children in the event of a campus-wide evacuation, creating confusion and additional anxiety in the event of a safety emergency.

**F2.11** Many school site CSSPs do not account for specific dangers unique to the school site (e.g., train tracks, flooding, freeways).

## **Recommendations**

**The 2022-2023 San Joaquin County Civil Grand Jury recommends that the County Office of Education, the 14 school districts, and law enforcement agencies in the County implement school safety programs that require the following actions:**

**R2.1** By March 1, 2024, the annual updates for each school site's CSSP address safety issues unique to the site.

**R2.2** By December 15, 2023, while updating the school's CSSP, each school site collaborate and receive input from representatives of teachers, support staff, students, and parents/guardians.

**R2.3** By December 15, 2023, while updating the school's CSSP, each school site collaborate and receive input from the appropriate emergency response agencies.

**R2.4** By December 15, 2023, each law enforcement agency in San Joaquin County meaningfully collaborate and approve the updated CSSP for school sites within that agency's jurisdiction.

**R2.5** By February 1, 2024, each school site council or safety planning committee hold an advertised public meeting at the school site to allow members of the community an opportunity to express an opinion about the school's proposed CSSP as required by California Education Code Sections 32288(b)(1) and (2).

**R2.6** By March 1, 2024, each school site's CSSP include the State mandated assessment of the status of crime at the school and school-related functions.

**R2.7** By March 1, 2024, each school site consult with the appropriate professionals to address the unique needs of students with disabilities when updating the CSSP.

**R2.8** By March 1, 2024, each school site's CSSP be available to the public with the exception of confidential information about tactical responses.

**R2.9** By March 1, 2024, each school site's CSSP identify the incident command roles and the individuals who are to perform those roles and their alternate in cases of an emergency.

**R2.10** By March 1, 2024, each school site's CSSP describe the system to reunify parents/guardians with their student in the event of a campus-wide evacuation, including how parents/guardians are informed of reunification details.

**R2.11** By March 1, 2024, each school site's CSSPs account for dangers unique to the specific school site (e.g., train tracks, flooding, freeways).

### **3.0 Training**

On November 11, 2022, the San Joaquin County Office of Education offered a free half-day School Safety Summit for the first time. The purpose of the summit was to bring stakeholders together in a forum that could address school safety Countywide. All but three of the 14 districts in San Joaquin County attended the event with one or more representatives. As one attendee noted on a feedback form, "Thank you for starting this conversation. Safety should be something we talk about more often. Consider making this a topic that gets revisited multiple times a year." Another attendee noted, "Thank you for taking the lead on this important topic." The Grand Jury agrees.

The purpose of the summit was to try to bridge the service gap by bringing to light the differences and the similarities of need while at the same time illustrating the importance of school culture



insofar as school safety is concerned. As noted by a witness interviewed by the Grand Jury, San Joaquin County is unique in the districts that service the County students. Some districts have school resource officers (SROs) or their own sworn law enforcement department, while more rural and smaller districts may have to wait an extended period of time for law enforcement response.

One of the experts interviewed by the Grand Jury observed, "The first and best line of defense is a well-trained, highly alert staff and student body in a school." Recent school tragedies in the news have received attention in the media that sometimes focuses on technology to make school sites more difficult to access rather than the failure to focus on the human factors and fundamentals of school safety. The same expert also noted a common thread across many, if not most of these tragedies, is "they involve allegations of failures of human factors, not allegations that some type of security hardware equipment failed. So we are moving and seeing this effort to have a skewed focus on target hardening. Physical security can play a tool, any type of technology is only as good as the weakest human link behind it."

Repeated training for school staff and students is the best way to reduce the likelihood that people will "freeze" during an emergency. Not only is training required by State law, but it is also an important way to help make safety part of a school's culture.

To be most effective, training of teachers, administrators, and support staff should include training at the beginning of each school year but also throughout the year during regular teacher and staff meetings. Tabletop exercises provide a cost-effective way to train in a variety of emergency scenarios. Appropriate training for substitute teachers is an important element of school safety, but few districts have taken steps to assure they have received emergency information in a timely, effective, and usable manner.

Training is best reinforced by drills. Drills are most effective if the types and timing of the drills are varied throughout the school year including drills at times such as lunch, recess, or passing periods when students are not in a classroom. Students' involvement in drills, however, must be limited to age-appropriate activities and be designed to avoid the creation of potentially harmful anxiety. Special consideration should be given to drills that reinforce training related to the needs of students with disabilities. Tabletop exercises are an effective way for staff to drill and prepare for a variety of emergency scenarios.

Safety emergencies can be confusing and traumatic, making effective communication and incident command vitally important. Breakdowns in communications or response coordination can have catastrophic consequences. Schools and school districts will be responsible for notifying first responders and commanding the early stages of response to the emergency. They will be communicating with employees, students, and parents/guardians during and after the emergency while also being confronted with demands for information from the media and concerned community members. When first responders arrive on the scene of the emergency, they typically will take over command of the incident response, but at many schools, especially in rural areas,

there may be an extended delay before appropriate professional responders can arrive at the scene. The school and the district must be prepared to command the response to the incident during this delay. The yearly schedule of drills should include drills that reinforce communication and incident command readiness.

The Incident Command System 100 (ICS-100) training is a course provided by the Federal Emergency Management Agency (FEMA) that covers the basics of the Incident Command System (ICS), which is a standardized system used by emergency response organizations to manage incidents and emergencies. The ICS-100 course is designed to provide an introduction to the principles and structure of ICS, including key roles and responsibilities, and the process of establishing a unified command during an emergency. The focus of ICS-100 training is fourfold:

1. **Improving communication:** ICS-100 training teaches responders how to use a common language and communication system to ensure that everyone is on the same page during an emergency.
2. **Enhancing coordination:** ICS-100 training clarifies how responders work together and coordinate their efforts to respond effectively to an emergency.
3. **Promoting safety:** ICS-100 training emphasizes the importance of safety during an emergency and informs responders how to prioritize safety when responding to incidents.
4. **Reducing confusion:** ICS-100 training provides a clear structure and framework for responding to emergencies, reducing confusion and ensuring that everyone knows their role in an emergency.

The Grand Jury discovered that within the County, while some school districts utilize ICS-100 training, many do not, causing a security gap. When the Grand Jury inquired about ICS training with expert witnesses, the answer was universally in support of such training, tailored to the specifics of school sites. "I think it's useful. I think it's useful to understand how it all works in the big picture," said an expert.

While the Grand Jury recognizes that annual training can be overwhelming to school staff, not all school site personnel require ICS-100 training as much as those personnel identified in the CSSP incident command roles on school campuses (including classified employees).

While ICS-100 training is focused on a school site, ICS-402 training is directed towards executive-level leadership (district cabinet-level employees). ICS-402 training is designed to provide education and training for those who may be responsible for managing large-scale incidents or emergencies. ICS-402 training for senior-level district staff members is important for several reasons:

1. **Preparedness:** School districts are responsible for the safety and well-being of students and staff members. In the event of an emergency, having trained staff members who understand

ICS and implement it effectively is crucial in minimizing damage, preventing injuries, and saving lives.

2. **Coordination:** Large-scale emergencies involve multiple agencies and organizations, making coordination and communication critical. ICS-402 training helps school district staff members understand how to work with other agencies and organizations during an emergency, ensuring that everyone has the same understanding and that efforts are coordinated effectively.
3. **Legal compliance:** In some states or jurisdictions, ICS training is required for emergency responders and other people who may be involved in emergency management. Providing ICS-402 training to school district executive staff members will ensure that the district is compliant with these regulations.
4. **Flexibility:** The ICS system is flexible and scalable, which means that it can be used to manage emergencies of various sizes and types. By providing ICS-402 training to district executive staff members, districts ensure that they have a framework in place that can be adapted to different scenarios, from minor incidents to major disasters.

Overall, ICS-402 training assists school district leadership to prepare for emergencies, coordinate response efforts effectively, comply with regulations, and be flexible in their response to emergencies.

Interviews with district administrators and discussions with school staff during site visits indicated a limited understanding of the material in a school's CSSP. Many districts discuss safety at the beginning of the year during in-service training and rarely return to the topic.

All districts presented evidence of monthly drills involving teachers and students throughout the year. Few districts, however, included utilization of communication and incident command structure (ICS) identified in their CSSPs during drills. Many districts informed the Grand Jury that they varied the day and time for scheduled safety drills, but only a few districts indicated they had intentionally scheduled drills during times such as lunch, recess, or passing periods when students were not in their classrooms. This is when incident command structures are most critical. Drills are made more effective by presenting unexpected complications during the drill. One cost-effective variation recommended by experts is for an administrator to stand in a doorway typically used during a fire evacuation and inform students that the exit is blocked, forcing them to find another exit.

Many districts time evacuation drills, but the Grand Jury found limited evidence that drills typically are followed by an analysis of what went well, what went wrong, and what needs to be changed in the future to improve plans and drills.

## Findings

**F3.1** Feedback forms completed by attendees of the San Joaquin County Office of Education School Safety Summit and reviewed by the Grand Jury demonstrate the value and necessity of a Countywide School Safety Summit.

**F3.2** Some of the districts failed to send representatives to the 2022 School Safety Summit, thereby missing an opportunity to work together to make schools safer.

**F3.3** The Grand Jury learned through interviews, surveys, and site tours that many districts fail to include safety topics during regular meetings with teachers and support staff throughout the school year, minimizing the importance of safety.

**F3.4** The Grand Jury learned through interviews, surveys, and site tours that many school sites fail to assure substitute staff receive the information they will need in the case of a school safety emergency, leaving the substitute staff ill-prepared for an emergency.

**F3.5** Many districts fail to include the utilization of communication and incident command protocols (ICS-100) during safety drills throughout the school year, causing miscommunication in an emergency.

**F3.6** Many district cabinet-level positions (e.g., Superintendent, Chief Business Officer) are not trained in ICS protocols (ICS-402), causing a lack of unified response to districtwide emergencies.

**F3.7** Many school sites do not vary the time of day when routine safety drills are conducted or when students are not in classrooms, making drills predictable and leaving students unprepared for emergencies that may occur at any time.

**F3.8** Many school sites fail to include support staff (classified personnel) in probable real-life roles during safety drills, leaving them unprepared to assist students in emergencies.

**F3.9** Most school sites fail to conduct a post-incident report after drills analyzing what went well, what went wrong, and what needs to be changed in the future to improve plans and drills, undermining the effectiveness of drills.

## **Recommendations**

**The 2022-2023 San Joaquin County Civil Grand Jury recommends that the County Office of Education and the 14 school districts in the County implement school safety programs that require the following actions:**

**R3.1** By December 1, 2023, the San Joaquin County Office of Education and the San Joaquin County Office of Education Board of Trustees develop, adopt, and host an annual School Safety Summit.

**R3.2** By December 1, 2023, each school district send one or more representatives to the annual School Safety Summit hosted by the San Joaquin County Office of Education.

**R3.3** By September 1, 2023, safety topics be an agenda item at all school site staff meetings with teachers and support staff throughout the school year.

**R3.4** By September 1, 2023, districts develop, adopt, and implement written procedures for school sites to provide substitute staff with the information they will need in case of a school emergency.

**R3.5** By October 1, 2023, personnel identified in the school CSSP for incident command roles be trained and certified in ICS-100 protocols.

**R3.6** By October 1, 2023, ICS-402 training be completed for all district-level executive leadership.

**R3.7** By October 1, 2023, scheduled safety drills be conducted on different days throughout the school year and at various times throughout the school day, including when students are not normally in their classrooms.

**R3.8** By October 1, 2023, scheduled safety drills include support staff (classified) in probable emergency roles during the year and document their participation.

**R3.9** By October 1, 2023, administrators create a post-incident report after all safety drills.

#### **4.0 School Site Visits**

The Grand Jury visited 15 school sites and observed and reviewed safety protocols. One school was chosen from each of the 14 districts and one dependent charter school from the San Joaquin County Office of Education. At each site, the following safety components were evaluated and observed:

- Access Control - including entry procedures and perimeter fencing or barricades.
- Classrooms - including door locks, window coverings, emergency procedures and evacuation route postings, and any emergency supplies.
- Common Areas - evacuation routes posted at all entry/exit doors.
- Overall condition of the campus.
- Special Considerations - including transportation corridors, train tracks, or topography.
- Relationships between students, staff, and parents.

##### **Access Control**

Three schools utilized the Raptor system, which takes a picture of the visitor's identification and prints the ID picture onto a customized name badge. The system also screens and tracks all visitors. Only one of the three schools utilizing this system had the Grand Jury visitors return their badge at the end of the tour, which would prevent re-entry. Six schools performed some form of identification check, either with a driver's license or the Grand Jury Identification, and/or required a sign-in. Six schools did not ask for any identification and no sign-in was required.

Perimeter fencing at a school is a complicated issue. It is costly to install perimeter fencing around a school and it can make the campus seem and look like a prison. However, fencing can be an effective means of controlling who comes onto campus. It can also give a false sense of security and unless all gates are monitored and remain locked, the end result can be the same as if there were no fencing. Of the 15 sites visited, three did not have any or had very little perimeter fencing. One of those sites had conducted a parent survey regarding the issue and the results were closely divided between those who wanted the fencing and those who did not.

### **Commendations**

Lincoln Unified utilized the Raptor system at the site visit and took our badges at the end of the tour, utilizing best practices in visitor sign-in procedures.

Banta Unified employed the best physical barrier system. Their check-in procedure involved being buzzed in through a half-door to a small waiting area where identification was checked and the sign-in form was completed with both time and date before being buzzed into the office.

### **Classrooms**

At least one classroom was toured at each school. Evacuation routes were posted in all classrooms visited. Some maps were better than others. Some maps were too small, and one school posted a campus map in every classroom but didn't mark the classroom's location or what route to follow for evacuation.

There were inconsistencies across the school sites visited regarding door-locking procedures. The schools visited by the Grand Jury usually kept doors locked at all times. While one school said that it kept doors locked and closed, the Grand Jury observed a classroom door propped wide open. Many schools utilized a lock block system, which allowed the door to be opened while quickly returning to a locked position with a slide or flip of the switch. Some schools utilized a standard key system for locking doors.

Some schools used flip charts with summaries of what to do in different types of emergencies. The schools that do utilize this form of emergency procedures communication did not always post them in the same area of each classroom or notify all staff that they had them. One school's Assistant Principal conducting the Grand Jury's tour was unaware of the flip charts, what they were, or where they were located.

About one-half of the classrooms visited had some form of an emergency information packet (folder/binder) and a few classrooms had emergency backpacks or tubs with paperwork and supplies to be taken in the event of an emergency.

A majority of the schools visited had window coverings, consisting of vertical or horizontal blinds, but some were old and in disrepair. If the classroom had uncovered door windows, they would

need to be shielded in the event of a lockdown. Two of the schools utilized a magnetized shield that was the same size as the window to slide over to cover.

### **Commendations**

New Hope Elementary School District covered its windows with magnets that had emergency procedures printed on them, serving two purposes.

Jefferson Unified utilized very creative ways to obscure windows with the use of long roller shades installed above the double glass doors to the library. They also used emergency kits in the classrooms and found an inexpensive and effective way to use a magnet to allow the door to be open while still locked.

### **Common Areas**

The Grand Jury considered the common areas (cafeterias, gymnasiums, libraries, and multipurpose rooms) to be the most dangerous place to be during an emergency. The majority of the common areas lacked adequate evacuation route signs. Some schools had no evacuation route signs, some had one or two posted near a door, but not consistently at every door. Most had other safety equipment available, such as fire extinguishers and Automated External Defibrillators (AEDs). One school's AED box was open and empty. These observed deficiencies are particularly significant when the public is using the space during non-school hours.

### **Campuses Overall**

One expert emphasized the importance of campus culture, “[a]nd just looking at the overall climate of the school...school engagement, school ownership, school pride, school artwork and items that children make and contribute that are part and present in the overall school.”

Most schools visited were well-maintained and tidy. Whether they were built recently or decades ago, the majority of campuses toured showed the care and pride of the staff that worked there and the students who attended. Some were freshly painted, had newly planted landscaping, new bark spread out, new picnic tables, and new shade structures, or were very neatly maintained. One older campus desperately needed attention. The ramps to the portable classrooms were in disrepair, and the playground was in poor condition, with uneven surfaces creating puddles and tripping hazards. However, the campus that was in this state of disrepair had the best and brightest bulletin boards scattered throughout campus, each with a different theme, showing pride in their campus.

### **Special Considerations**

Of the school campuses toured, there were several special considerations that should be addressed in the individual site's CSSP. Several school sites were rurally located, resulting in emergency responders having a much longer response time. One campus was located in an area prone to flooding. Another campus was located much lower than the adjacent interstate, and a vehicle accident on the interstate could become airborne, potentially landing on the field of the school.

One campus was located directly next to a major train track, and while the tour was being conducted, two trains went by. The Grand Jury asked the tour leader about planned emergency responses to train derailments and was informed that none existed.

### **Relationships**

The campuses visited represented a spectrum of relationship-based leadership and school culture. A majority of the campuses visited appeared to have a positive school culture. Many administrators knew one or more children's names and conversed with them, sincerely engaging with students. At one campus of 700 students, the Principal knew the staff, students, and parents/guardians. At the other end of the relationship spectrum, an Assistant Principal leading the Grand Jury tour seemed disinterested and disengaged with both the tour and student interactions, only stopping to ask a student why she was out of class.

### **Findings**

**F4.1** Not all school sites have check-in procedures in place that were followed consistently, posing serious security threats.

**F4.2** Perimeter fencing or an "open" campus each pose security challenges and require careful consideration to mitigate security shortcomings.

**F4.3** Evacuation maps that are posted inconsistently or do not adequately illustrate evacuation routes cause confusion and prolonged evacuation times, making staff and students vulnerable to harm in both classrooms and common areas.

**F4.4** Inconsistent door-locking policies and failure to follow policies create opportunities for perpetrators to enter classrooms and common areas.

**F4.5** Most school sites utilized flip charts that identify steps to be taken in case of emergencies, however, none of the sites posted them in all rooms used by students, staff, parents/guardians, and the general public.

**F4.6** Insufficient window coverings give perpetrators a clear line of sight, creating risk for students and staff.

**F4.7** Most school sites, regardless of age, were well maintained and showed school pride. One school site demonstrated multiple maintenance shortcomings, which can negatively impact safety.

**F4.8** Good relationships among administrators, certificated and classified staff, parents, and students are vital to promptly identify and address areas of concern, particularly regarding student behavior. Relationships varied greatly from campus to campus.

**F4.9** The culture of safety is best developed by public transparency and involvement by all parties. Few of the school sites visited by the Grand Jury demonstrated meaningful public engagement in safety planning.



## Recommendations

**The 2022-2023 San Joaquin County Grand Jury recommends that the County Office of Education and the 14 school districts in the County implement school safety programs that require the following actions:**

**R4.1** By October 1, 2023, each school site implement an access control program that consistently includes verifying visitors' identity and collection of any issued badge before the visitor leaves the school site.

**R4.2** By March 1, 2024, districts develop, adopt, and implement a plan for effective perimeter control of access at all school sites.

**R4.3** By September 1, 2023, all school sites post evacuation maps clearly showing routes from the "You Are Here" perspective be prominently posted at each entry or exit door location in both classrooms and common areas.

**R4.4** By March 1, 2024, districts develop, adopt, and implement a plan for door-locking policies to secure classroom and common area doors.

**R4.5** By March 1, 2024, all school sites post flip charts or similar summaries of emergency procedures be posted in all classrooms and common areas.

**R4.6** By March 1, 2024, all school sites ensure window coverings are provided for all windows, thereby not allowing a perpetrator a clear line of sight into a classroom or common area.

**R4.7** By October 1, 2023, the Board of Trustees, during a public meeting, review and discuss the findings and recommendations of the 2022-2023 San Joaquin County Civil Grand Jury report, *Case #0322 – School Safety in San Joaquin County: Developing a Culture of Safety*.

## Conclusion

The Grand Jury appreciates the cooperation of all public school districts in San Joaquin County, along with the San Joaquin County Office of Education.

School districts in San Joaquin County have taken important steps to make schools safer, but more can and should be done to reduce safety threats. While no one can predict an emergency, proper training, drills, plans, and creating a positive school culture, including a strong safety culture, can best mitigate tragic outcomes from those emergencies.

Parents/guardians can help make schools safer by:

- Asking if school emergency guidelines are tested and exercised.
- Determining whether your school has policies and procedures on security and emergency preparedness.
- Examining access to school campuses.

- Making sure accurate and timely safety information is shared.

### Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

### Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

*Note: If the responder is an elected official, the response must be sent within 60 days of receipt.*

#### Public School Boards and Law Enforcement

RESPONDING AGENCY	RECOMMENDATIONS
Superintendent, San Joaquin County Office of Education	F2.1-2.11, 3.1-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.1-3.9, & 4.1-4.7
Banta Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Escalon Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Jefferson School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Lammersville Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Lincoln Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Linden Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Lodi Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Manteca Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7

<b>RESPONDING AGENCY</b>	<b>RECOMMENDATIONS</b>
New Hope Elementary School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
New Jerusalem School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Oak View Elementary School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Ripon Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Stockton Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Tracy Unified School District	F2.1-2.11, 3.2-3.9, & 4.1-4.9 R2.1-2.3, 2.5-2.11, 3.2-3.9, & 4.1-4.7
Escalon Police Department	F2.4 R2.4
Lathrop Police Department	F2.4 R2.4
Lodi Police Department	F2.4 R2.4
Manteca Police Department	F2.4 R2.4
Ripon Police Department	F2.4 R2.4
Stockton Police Department	F2.4 R2.4
Tracy Police Department	F2.4 R2.4
San Joaquin County Sheriff	F2.4 R2.4

Mail or hand deliver a hard copy of the response to:

Honorable Michael D. Coughlan, Presiding Judge  
San Joaquin County Superior Court  
180 E Weber Ave, Suite 1306J  
Stockton, California 95202

Also, please email a copy of the response to Mr. Irving Jimenez, Staff Secretary to the Grand Jury, at [grandjury@sjcourts.org](mailto:grandjury@sjcourts.org).



# DRAFT

390 Towne Centre Drive  
Lathrop, CA 95330  
Phone (209) 941-7235  
www.ci.lathrop.ca.us

September 12, 2023

Honorable Michael D. Coughlan, Presiding Judge  
San Joaquin County Superior Court  
180 East Weber Avenue, Suite 1306J  
Stockton, CA 95202

Re: Response to Grand Jury Final Report Case No. 0322 (2022/2023).  
Report received by the City of Lathrop on June 28, 2023

Honorable Michael D. Coughlan,

Pursuant to California Penal Code Section 933 and 933.05, this letter is to inform you that on September 11, 2023 at a regularly scheduled City Council Meeting, the City Council of the City of Lathrop, as the responding agency, reviewed and approved the above referenced Grand Jury Final Report and directed me to write this letter of response on their behalf.

The 2022/2023 Grand Jury Final Report for case no. 0322 found that:

Grand Jury Finding F2.4: “Many district CSSP's show a lack of meaningful collaboration between districts and local law enforcement agencies, causing confusing and chaos during an emergency.”

Grand Jury Recommendation R2.4: “By December 15, 2023, each law enforcement agency in San Joaquin County meaningfully collaborate and approve the updated CSSP for school sites within that agency's jurisdiction.”

City Council Response: The City of Lathrop City Council, as the responding agency, partially disagrees with Grand Jury Finding F2.4 and Recommendation R2.4 and would like to further clarify that staff confirmed that the Lathrop Police Department has four (4) School Resource Officers (SROs) assigned to the seven (7) schools within the City's jurisdiction. The recommendation by the Grand Jury has been implemented as all SROs work collaboratively with school administrators and the Lathrop Police Department has approved all Comprehensive School Safety Plans (CSSP) for each of the seven (7) schools. All SROs are required to be familiar with and regularly work with school personnel pursuant to said CSSP. Table-top exercises and practice drills by SROs pursuant to said CSSP are scheduled for completion at each school site by December 15, 2023.

Respectfully submitted,

---

Salvador V. Navarrete  
City Attorney

SVN/trb

Cc: Irving Jimenez, Staff Secretary to the Grand Jury, via email [grandjury@sjcourts.org](mailto:grandjury@sjcourts.org)

## ITEM 5.4

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

**ITEM:** PROVIDE DIRECTION ON LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION AND CREATE CIP GG 24-27

**RECOMMENDATION:** Adopt Resolution Creating CIP GG 24-27 Lathrop Road Residential Driveway Reconstruction and Approve Budget Amendment

---

#### **SUMMARY:**

City Council created CIP GG-24-27 for the widening of Lathrop Road from two (2) lanes to four (4) lanes between Harlan Road and 5th Street/Woodfield Drive. Construction on this project began in the summer of 2017 and was completed in the summer of 2018.

On August 14, 2023 City Council requested that an item be brought back to discuss the installation of a residential driveway at 570 Lathrop Road. Staff visited the property, held a meeting with the owner, and identified the scope of work required to construct a new transition. Staff estimates that the construction cost for this project will be \$20,000.

Staff is requesting that City Council provide direction and approve the creation of CIP GG 24-27, Lathrop Road Residential Driveway Reconstruction. Staff is also requesting the approval of a budget amendment allocating \$20,000 for construction purposes utilizing General Fund Streets Reserves.

#### **BACKGROUND:**

Prior to, and during, construction staff coordinated with all adjacent property owners to transition the new roadway improvements to their existing driveway improvements. These transitions were performed by the City's contractor and were included in the project cost authorized by Council. Most transitions occurred on private property and required the property owner to sign a "Right of Entry" Agreement. The Agreement is needed to enter the property, describe the scope of the work, define the duration, and rights and responsibilities of both parties.

The property owner of 570 Lathrop Road refused to sign the Agreement multiple times. As a result, the City contractor was unable to transition from the roadway to the existing driveway. The transition was constructed entirely on City property and was limited in space due to Americans with Disabilities Act (ADA) requirements.

**CITY MANAGER'S REPORT** **PAGE 2**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP GG 24-27 LATHROP ROAD RESIDENTIAL DRIVEWAY**  
**RECONSTRUCTION**

**REASON FOR RECOMMENDATION:**

Approving the creation of CIP GG 24-27 will allow the City to begin construction efforts including bid solicitation, contract execution and construction.

**FISCAL IMPACT:**

Staff is requesting the approval of a budget amendment allocating \$20,000 for construction purposes utilizing General Fund Streets Reserves as follows:

<u>Decrease Street Reserves</u>		\$20,000
<u>1010-251-03-00</u>		
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$20,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-27	\$20,000
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 24-27	\$20,000

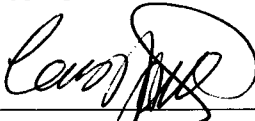
**ATTACHMENTS:**

- A. Resolution Creating CIP GG 24-27 Lathrop Road Residential Driveway Reconstruction and Approving Related Budget Amendment
- B. Exhibit – 570 Lathrop Road



**CITY MANAGER'S REPORT**  
**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP GG 24-27. LATHROP ROAD RESIDENTIAL DRIVEWAY**  
**RECONSTRUCTION**

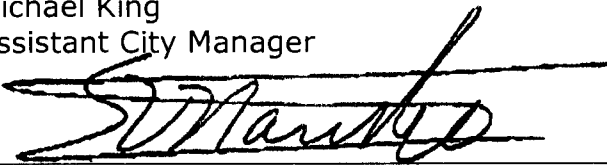
**APPROVALS:**

  
\_\_\_\_\_  
Cari James  
Finance Director

9/5/2023  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.5.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9/5/2023  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.5.23  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP GG 24-27 LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION AND APPROVING BUDGET AMENDMENT**

**WHEREAS**, City Council created CIP PS 02-24 for the widening of Lathrop Road from two (2) lanes to four (4) lanes between Harlan Road and 5th Street/Woodfield Drive; and

**WHEREAS**, construction on this project began in the summer of 2017 and was completed in the summer of 2018; and

**WHEREAS**, prior to, and during, construction staff coordinated with all adjacent property owners to transition the new roadway improvements to their existing driveway improvements; and

**WHEREAS**, the property owner of 570 Lathrop Road refused to sign a Right of Entry Agreement on multiple occasions which would have allowed the City contractor to construct transition improvements; and

**WHEREAS**, on August 14, 2023 City Council requested that an item be brought back to discuss the installation of a residential driveway at 570 Lathrop Road; and

**WHEREAS**, staff is requesting that City Council approve the creation of CIP GG 24-27 Lathrop Road Residential Driveway Reconstruction; and

**WHEREAS**, to initiate construction efforts staff is requesting the approval of a budget amendment allocating \$20,000 for construction purposes utilizing General Fund Streets Reserves as follows:

<u>Decrease Street Reserves:</u>		
1010-251-03-00		\$20,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$20,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-27	\$20,000
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 24-27	\$20,000

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves the creation of Capital Improvement Project (CIP) GG 24-27 Lathrop Road Residential Driveway Reconstruction; and

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of September, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

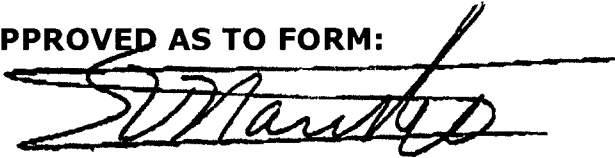
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Teresa Vargas, City Clerk

\_\_\_\_\_  
Salvador Navarrete, City Attorney

