August 12, 2024 – City Council Regular Meeting – 7:00 p.m.

City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor

Minnie Diallo, Vice Mayor

Paul Akinjo

Diane Lazard

Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager

Salvador Navarrete, City Attorney

Stephen Sealy, Chief of Police

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 and Recreation Director

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.

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/1606709441?pwd=duw0AL4tg3xID1OITkWj7nAPdAzwfb.1

- 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: 160 670 9441 / Passcode: 213393

- If you are not able to attend the meeting in person or virtually - Public comment / questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230. Please reference the Agenda Item or Public Comment Matter, and the date of the City Council Meeting, in your written communication.

- Questions or comments submitted by email 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. 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, AUGUST 12, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 5:00 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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957
- Chief of Police
- City Attorney
- City Manager

1.2.2 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation-Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1):
- 1 Potential Case

Closed Session Items 1.2.3 through 1.2.18 are related to Right of Way Acquisition for the Harlan Road Realignment at Roth Road Project (CIP PS 14-04)

1.2.3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-130, 11550 S. Harlan Rd, Lathrop, CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Lathrop Sands Community, LLC
Under Negotiation: Price and Terms of Purchase

1.2.4 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-140, 11616 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Balwant Sandhu
Under Negotiation: Price and Terms of Purchase

1.2.5 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-150, 11674 S. Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Herrera & Torres
Under Negotiation: Price and Terms of Purchase

1.2.6 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-160, 11672 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Torres, Herrera, Hernandez
Under Negotiation: Price and Terms of Purchase

1.2.7 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-200, 116 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase

1.2.8 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-060, 11338 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase

1.2.9 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-080, 11378 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon
Under Negotiation: Price and Terms of Purchase

1.2.10 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-120, 11500 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Singh
Under Negotiation: Price and Terms of Purchase

1.2.11 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-100, 11432 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Sanchos / Albararo
Under Negotiation: Price and Terms of Purchase

1.2.12 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-040, 134 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Inderpal Pal; Romo / Thompson
Under Negotiation: Price and Terms of Purchase

1.2.13 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-110, 11525 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase

1.2.14 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-050, 11333 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase

1.2.15 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-180, 11265 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase

1.2.16 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-030-010, 250 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Schell & Kampeter, Inc. (Diamond Holdings)
Under Negotiation: Price and Terms of Purchase

1.2.17 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 193-330-400, 10998 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Stephen & Darlene Beneto
Under Negotiation: Price and Terms of Purchase

1.2.18 CONFERENCE WITH REAL PROPERTY NEGOTIATOR:
Pursuant to Government Code Section: 54956.8
Address: APN 196-030-020, 342 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Monier Lifetime, LLC.
Under Negotiation: Price and Terms of Purchase

RECONVENE

1.2.19 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING AUGUST AS NATIONAL BREASTFEEDING AWARENESS MONTH

2.2 INTRODUCTION OF NEW EMPLOYEES

Police Department

- Brian Hernandez, Police Lieutenant
- Alejandra Maldonado, Police Officer
- Kathryn Gonzalez, Police Officer

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 SECOND READING AND ADOPTION OF ORDINANCE 24-459 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)
Waive Full Reading and Adopt Ordinance 24-459 Amending the Lathrop Zoning Map to Prezone the Properties in the Singh Petroleum Project Area (REZ-20-61)

4.3 APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2023-24
Adopt Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2023-24

4.4 APPROVE FACILITY FEE WAIVER REQUEST FOR RIVER ISLANDS RIPTIDE FOOTBALL AND CHEER TO HOST PRACTICES AT THE STEAM ACADEMY FIELD FROM JULY 8, 2024, THROUGH NOVEMBER 15, 2024
Adopt Resolution Approving Facility Fee Waiver Request for River Islands Riptide Football and Cheer for the Use of the STEAM Academy Field from July 8, 2024, through November 15, 2024, to Host Practices

4.5 APPROVE THE PUBLIC BENEFIT GRANT PROGRAM APPLICATION SUBMITTAL TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND APPROVE THE PURCHASE OF UP TO FIVE (5) PLUG-IN ELECTRIC HYBRID VEHICLES FROM TOYOTA TOWN OF STOCKTON AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving the Public Benefit Grant Program Application Submittal to the San Joaquin Valley Air Pollution Control District, and Approve the Purchase of Five (5) Plug-In Electric Hybrid Vehicles from Toyota Town of Stockton and Approve Budget Amendment

4.6 APPROVE SIDE LETTER OF AGREEMENT WITH LATHROP POLICE OFFICERS ASSOCIATION
Authorize the Mayor to Execute a Side-Letter of Agreement Updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to Include Corporal Classification

4.7 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 September 21, 2024

4.8 APPROVE OUT OF STATE TRAVEL FOR TWO (2) POLICE DEPARTMENT STAFF TO ATTEND THE 24PET'S SOFTWARE USER CONFERENCE IN SEPTEMBER 2024

Adopt Resolution Approving Out of State Travel for Two (2) Police Department Staff to Attend the 24Pet's Software User Conference 2024 in Las Vegas, Nevada from September 24, 2024 to September 26, 2024

4.9 APPROVE OUT OF STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF AND TWO (2) INFORMATION SYSTEMS DEPARTMENT (ISD) STAFF TO ATTEND THE RIMSCON CONFERENCE IN OCTOBER 2024

Adopt Resolution Approving Out of State Travel for Two (2) Lathrop Police Department Staff and Two (2) Information Systems Department (ISD) Staff to Attend the RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 to October 11, 2024 and Approve Related Budget Amendment

4.10 APPROVE REPLACEMENT OF THE SOUTH LATHROP COMMERCE CENTER BONDS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 17-01

Adopt Resolution Approving Replacement of the South Lathrop Commerce Center Bonds Associated with the Subdivision Improvement Agreement for Parcel Map 17-01

4.11 APPROVE AGREEMENTS WITH EKI ENVIRONMENT & WATER, INC. AND DE NOVO PLANNING GROUP, INC. FOR COMPLETION OF THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24, AND APPROVE BUDGET AMENDMENT

Adopt Resolution Approving Professional Service Agreements with EKI Environment & Water, Inc. and De Novo Planning Group for Completion of the Integrated Water Resources Master Plan Amendment and CEQA Compliance, PW 22-19 & CIP WW 22-24, and Approve Budget Amendment

4.12 AWARD ADDITIONAL SCOPE OF WORK TO D.L. FALK CONSTRUCTION FOR POLICE EVIDENCE BUILDING, CIP GG 21-13

Adopt Resolution Awarding Additional Scope of Work to D.L. Falk Construction for Police Evidence Building, CIP GG 21-13

4.13 AWARD CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF CIP PS 23-18 MCKINLEY AVENUE PAVEMENT REHABILITATION, APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

Adopt Resolution to Award a Construction Contract to Consolidated Engineering, Inc. for Construction of CIP PS 23-18 McKinley Avenue Pavement Rehabilitation, to Approve Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement

4.14 AWARD THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP, LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING STAFF SERVICES TO THE BUILDING DEPARTMENT

Adopt Resolution Awarding Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group, LLC, and TRB and Associates, Inc., Approve Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Staff Services to the Building Department

4.15 AWARD FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT TO MANTECA FORD-MERCURY, INC., FOR MAINTENANCE AND REPAIR OF CITY FLEET

Adopt Resolution Awarding a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for Maintenance and Repair of City Fleet

4.16 CREATE CIP PS 25-05, LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TJKM TO PROVIDE DESIGN SERVICES ASSOCIATED WITH CIP PS 25-05, AND APPROVE BUDGET AMENDMENT

Adopt Resolution Creating CIP PS 25-05, Lathrop High School Pedestrian Signal, Approving a Professional Services Agreement with TJKM to Provide Design Services Associated with CIP PS 25-05, and Approving Budget Amendment

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

4.17 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 October 4, 2024 through October 31, 2024

4.18 APPROVE FIBER OPTIC COMMUNICATION INFRASTRUCTURE CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

Adopt Resolution Approving a Fiber Optic Communication Infrastructure Construction, Operation, and Maintenance Agreement with River Islands Development, LLC

4.19 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 55 LOTS IN TRACT 4189 VILLAGE 41, UNIT 2 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4189 Village 41, Unit 2 within the Lake Harbor West District, Totaling 55 Residential Lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

4.20 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 50 LOTS IN TRACT 4221 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4221 Unit 2 within the West Village District, Totaling 50 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

4.21 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4226 VILLAGE 5, UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4226 Village 5, Unit 1 within the Woodlands East District, Totaling 80 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC and Califia, LLC

4.22 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 89 LOTS IN TRACT 4223 VILLAGE 6 UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4223 Village 6 Unit 1 within the Woodlands East District, Totaling 89 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC

4.23 APPROVE LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 8 UNDEVELOPABLE PARCELS IN TRACT 4235 WITHIN THE WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving a Large Lot Final Map for Tract 4235 within the West Village District, Totaling 8 Undevelopable Parcels, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC

4.24 AWARD CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CIP WW 22-38, CTF PHASE 3 EXPANSION, APPROVE BUDGET AMENDMENT, AND APPROVE UPDATED FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC
Adopt Resolution Awarding a Construction Contract to GSE Construction Company, Inc. for CIP WW 22-38, CTF Phase 3 Expansion, Approve Budget Amendment, and Approve Updated Funding Agreement with River Islands Development, LLC

5. SCHEDULED ITEMS

5.1 APPOINTMENT OF VOTING DELEGATE & ALTERNATE FOR THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
Approve Appointment of the City's Voting Delegate and Alternate for the 2024 League of California Cities Annual Conference, October 16-18, 2024, at the Long Beach Convention Center

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALIWAL REFERRAL – Set Application Deadline for One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, due to Unexpired Term Vacancy, In Addition to a Full Term of Four (4) Years, ending December 31, 2029

6.2 MAYOR DHALIWAL REFERRAL - Discussion Regarding the Installation of a Shade Structure on the South Side of Sangalang Park

6.3 MAYOR DHALIWAL REFERRAL - Discussion Regarding Boat Parking on Residential Driveways on a Case-By-Case Basis

6.4 VICE MAYOR DIALLO REFERRAL - Discussion Regarding Fire Stations Serving As Safe Houses For Domestic Violence Victims

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Ava Community Energy (Diallo/Torres-O'Callaghan)*
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
- *Council of Governments (Dhaliwal/Diallo)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Local Agency Formation Commission (LAFCo) (Diallo)*
- *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)*

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM:	**SECOND READING AND ADOPTION OF ORDINANCE 24-459 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)**
RECOMMENDATION:	**Waive Full Reading and Adopt Ordinance 24-459 Amending the Lathrop Zoning Map to Prezone the Properties in the Singh Petroleum Project Area (REZ-20-61)**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 24-459 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)

SUMMARY:

On July 8, 2024, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:

Teresa Vargas, City Clerk

8/6/2024
Date

ORDINANCE NO. 24-459

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)

WHEREAS, the Singh Petroleum Project includes General Plan Amendment No. GPA-20-60, Pre-Zone No. REZ-20-61, Conditional Use Permit No. CUP-20-62, Site Plan Review No. SPR-20-63, and Annexation No. ANX-20-64; and

WHEREAS, the proposed project includes the development of regional travel serving uses constructed in 2 phases consisting of gas and diesel facilities for passenger and commercial vehicles, a 16,668 sq. ft. travel center building that includes a convenience market, driver amenities, and 2 Quick Service Restaurants (QSR) with 1 drive-through, a 13,846 sq. ft. 4-bay full service truck and automobile repair facility, and off-street parking for motorists and commercial truck operators on a combined 19.63-acre project site; and

WHEREAS, the properties are located at 169 W. Manila Road and 11296 S. Manthey Road (APNs: 191-250-06 and 191-250-14, respectively); and

WHEREAS, the Singh Petroleum Project requires an amendment to the Lathrop Zoning Map in order to be consistent with and to implement the Lathrop General Plan; and

WHEREAS, before approval of the Ordinance, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) prepared for the Singh Petroleum Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, before approval of the Ordinance, the City Council reviewed and considered the information contained in the FEIR for the Singh Petroleum Project (SCH #2022120596), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Singh Petroleum Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, before approval of the Ordinance, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (Final EIR) (SCH #2022120596), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the PreZone and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 24-8, recommending the City Council approval of the proposed Ordinance; and

WHEREAS, the City Council finds that the pre-zoning of the project site to Highway Commercial (CH) Zoning classification is consistent with the Lathrop General Plan Land Use Designation of Freeway Commercial (FC); and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 25, 2024, mailed the public notice to notify property owners located within a 300-foot radius from the project site boundary, emailed the City's Public Hearing subscribers and interested parties and posted at three locations accessible to the public and the City website; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Ordinance.

NOW, THEREFORE, BE RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its own independent review and consideration, hereby approves the Zoning Map Amendments, as shown in Attachment 11 of the City Council Staff Report and incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes part hereof, that certain Zoning Map Amendments, as shown in Attachment 11 of the City Council Staff Report, relative to the proposed development of the Singh Petroleum Project.

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

1. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the objectives, policies, principles, standards and general land use as specified in the City's General Plan, as amended by the Singh Petroleum Project General Plan Amendment. The proposed pre-zoning for the Singh Petroleum Project to provide zoning standards to allow for urban development consistent with the Freeway Commercial (FC) General Plan Land Use Designation.

2. The proposed pre-zoning of the project site to the Highway Commercial (CH) Zoning classification is consistent with the purpose and objectives of the City of Lathrop zoning ordinance because 1) the amendment provides a zoning classification that guides development of highway commercial uses, of which the Singh Petroleum Project is consistent with and consistent with the Lathrop General Plan; 2) it fosters the wholesome, serviceable and attractive living environment; 3) prevents excessive population densities and overcrowding of land with structures; 4) promotes safe, effective traffic circulation and adequate off-street parking and loading facilities; 5) promotes appropriately located commercial activities in order to preserve and strengthen the city's economic base; 6) enhance real property values and the city's natural assets; 7) ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and 8) provides and protects open space in accordance with the policies of the General Plan.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said Lathrop Zoning Map, as modified by the proposed related Amendments, on permanent public display in the Community Development Department, Planning Division in the City of Lathrop.

Section 4. Based on the set forth in this Ordinance, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby approves the proposed Ordinance implementing the suggested amendment to the Lathrop Zoning Map. This document shall be substantially in the form on file with the City Clerk.

Section 5. This Ordinance is not intended to and shall not be construed or given effect in the 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 for civil liability for damages, except as otherwise imposed by law.

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

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

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

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 8th day of July 2024, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sonny Dhaliwal, Mayor

ATTEST:

_____
Teresa Vargas, City Clerk

APPROVED AS TO FORM:

_____
Salvador Navarrete, City Attorney

PAGE LEFT INTENTIONALLY BLANK

ITEM 4.3

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2023/24**

RECOMMENDATION: **Adopt Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2023/24**

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined $120,790 to be uncollectible for FY 2023/24 as detailed in Table 1 below:

Table 1.

Customer Account Type	FY 2022/23 Approved Write-Offs	FY 2023/24 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	$180,434	$120,620	(33.15%)	226
Miscellaneous Customers	13,041	170	(98.40%)	3
Totals	**$193,475**	**$120,790**		**229**

The recommended utility write-offs represent 0.55% of the annual water and sewer charges billed to customers in FY 2023/24. The utility debt includes amounts from customers who have closed their account with the City without settling their final bills. The utility write-off amount in FY 2023/24 has decreased by $60,000 or 33.15%, from the prior fiscal year.

The recommended miscellaneous write-off amount of $170 include charges rendered by Animal Services. These charges include animal impound, emergency call costs, veterinary costs, and shelter fees.

Although these accounts will reflect as "written off" in the City's financial system, additional collection measures are in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City.

Tonight, Staff is requesting Council's approval to write-off $120,790 of uncollectible utility and miscellaneous charges.

BACKGROUND:

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

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

Currently, there are two types of customer accounts referred to the collection agency: utility and miscellaneous customer accounts. The utility customer accounts include charges for water and wastewater who have closed their account with the City without paying their final bill. Miscellaneous customer accounts include charges rendered by: Finance, Animal Control, Community Development, Police, Parks & Recreation, and Public Works. Charges include animal impound, unpaid business license and programming fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds.

Utility Customer Accounts

During FY 2023/24, Golden State Collections, LLC, received claims for further collection processed on 226 delinquent utility customer accounts totaling $120,620. Of the $120,620 assigned to Golden State Collections, LLC, the agency recovered $927 from 9 customer accounts recorded on the current and prior year claims. This represents a 0.77% recovery rate from the total amount referred (see Table 2).

Table 2.

Utility Customer Accounts	FY 2021/22	FY 2022/23	FY 2023/24
Total Utility Customers	9,379	9,895	10,528
Accounts Sent to Collection Agency	16	198	226
Amount Assigned to Collection Agency	$56,601	$184,313	$120,620
Amount Recovered by Collection Agency	$1,110	$4,658	$927
Recovery Rate	1.96%	2.52%	0.77%
Total Write-Offs	**$56,601**	**$184,313**	**$120,620**

UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

The utility write-off amount in FY 2023/24 has decreased by $60,000 or 33.15%. Of the 226 utility customer accounts, there are 85 residential accounts with past due balances of $500 or more. These accounts total approximately $103 thousand and makes up for 85.06% of the overall utility write off amount. Most of the high balances were accumulated during the COVID-19 pandemic.

In May 2024, the City received a second round of funding from the State Water Resources Control Board (SWRCB) amounting to $158,000 to assist residential and commercial customers with utility debt incurred due to the COVID-19 pandemic. Residential and commercial customers with outstanding balances were conditionally eligible to have credits applied to their utility account. These credits were posted to all eligible active and inactive accounts. Without the additional SWRCB funding, the recommended write off amount of $120,620 for utility customers would have been significantly higher.

Staff will continue to re-enforce current programs that offers payment assistance, such as extending payment due date or granting payment arrangement to utility customers carrying past due balances. In addition, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

Miscellaneous Customer Accounts

Miscellaneous customer accounts referred to collections for FY 2023/24 totaled $170 from 3 accounts related to Animal Services, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees.

Table 3.

Miscellaneous Customer Accounts	Animal Services	Public Works	Parks & Rec	Misc.	FY 2023/24
Accounts Sent to Collection Agency	3	0	0	0	3
Amount Assigned to Collection Agency	$170	$0	$0	$0	$170
Amount Recovered by Collection Agency	$70	$0	$0	$0	$70
Total Write-offs					**$170**

REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends $120,790 to be considered uncollectible. By approving the recommended write off amounts, the City is not forgiving the outstanding balances but is acknowledging that payment is not expected to be received.

FISCAL IMPACT:

Decrease customer's outstanding balances due to uncollectible debt as follows:

Utility customer accounts:	$ 120,620
Miscellaneous customer accounts:	$ 170
Total amount of uncollectible accounts:	$ 120,790

ATTACHMENTS:

A. Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2023/24

APPROVALS:

Chia Lor
Senior Accountant — 08.01.24 Date

Cari James
Director of Finance — 8/1/24 Date

Salvador Navarrete
City Attorney — 8-1-2024 Date

Thomas Hedegard
Deputy City Manager — 8/5/2024 Date

Stephen J. Salvatore
City Manager — 8.5.24 Date

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2023/24

WHEREAS, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible; and

WHEREAS, as part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections; and

WHEREAS, after a thorough review, staff has determined $120,790 to be uncollectible for FY 2023/24 as detailed in Table 1 below; and

Table 1.

Customer Account Type	FY 2022/23 Approved Write-Offs	FY 2023/24 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	$180,434	$120,620	(33.15%)	226
Miscellaneous Customers	13,041	170	(98.40%)	3
Totals	**$193,475**	**$120,790**		**229**

WHEREAS, the recommended utility write-offs represent 0.55% of the annual water and sewer charges billed to customers in FY 2023/24. The utility debt includes amounts from customers who have closed their account with the City without settling their final bills. The utility write-off amount in FY 2023/24 has decreased by $60,000 or 33.15%, from the prior fiscal year; and

WHEREAS, the recommended miscellaneous write-off amount of $170 include charges rendered by Animal Services. These charges include animal impound, emergency call costs, veterinary costs, and shelter fees;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop approves the write-off of uncollectible accounts in the amount of $120,620 in Utility Customers and $170 in Miscellaneous Customers for Fiscal Year 2023/24.

The foregoing resolution was passed and adopted this 12th day of August, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

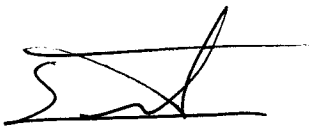
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM:	**APPROVE FACILITY FEE WAIVER REQUEST FOR RIVER ISLANDS RIPTIDE FOOTBALL AND CHEER TO HOST PRACTICES AT THE STEAM ACADEMY FIELD FROM JULY 8, 2024, THROUGH NOVEMBER 15, 2024**
RECOMMENDATION:	**Adopt Resolution Approving Facility Fee Waiver Request for River Islands Riptide Football and Cheer for the Use of the STEAM Academy Field from July 8, 2024, through November 15, 2024, to Host Practices**

SUMMARY:

River Islands Riptide Football and Cheer submitted a facility Fee Waiver request for the use of the STEAM Academy field for July 8, 2024 through November 15, 2024 to host football and cheerleading practices from 5:00 p.m. to 8:30 p.m. in accordance with Lathrop Municipal Code 12.20 Parks. Staff requests City Council review and consider adoption of a resolution approving the facility Fee Waiver request from River Islands Riptide Football and Cheer for their use of the STEAM Academy field in accordance with the City of Lathrop Fee Waiver Policy.

The Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests; however, the August 1, 2024, meeting was canceled. 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 the use of the facility is of public benefit, de minimis in nature and not subsidized from other facility fees. Staff requests that the Council consider approval of the proposed resolution for the Fee Waiver requested by River Islands Riptide Football and Cheer.

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. River Islands Riptide Football and Cheer is a local non-profit engaged in providing youth an opportunity to learn responsibility and teamwork through football and cheerleading. River Islands Riptide Football and Cheer submitted a Facility Fee Waiver for the use of the STEAM Academy field for July 8, 2024 through November 15, 2024 to host football and cheerleading practices from 5:00 p.m. to 8:30 p.m. in accordance with Lathrop Municipal Code 12.20.010 Q: To loiter or remain in any park (including the parking areas) while not using the park areas or to loiter or remain in any park outside of operating hours, which are six a.m. to eight-thirty p.m. April through September; and six a.m. to six p.m. October through March; unless otherwise permitted by the city; in the amount of $19,459.22 which includes both

otherwise permitted by the city; in the amount of $19,459.22 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 River Islands Riptide Football and Cheer.

FISCAL IMPACT:

The fees associated with the facility fee waiver request total $19,459.22.

ATTACHMENTS:

A. A Resolution Approving a Facility Fee Waiver Request from River Islands Riptide Football and Cheer for the Use of STEAM Academy Field to Host Football and Cheer Practices Totaling $19,459.22
B. Fee Waiver Calculations

APPROVALS:

7.25.24

Todd Sebastian
Director of Parks, Recreation and Fleet — Date

7/25/2024

Cari James
Director of Finance — Date

7.24.2024

Salvador Navarrete
City Attorney — Date

7/25/2024

Thomas Hedegard
Deputy City Manager — Date

7.25.2024

Michael King
Assistant City Manager — Date

8.5.24

Stephen J. Salvatore
City Manager — Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FACILITY FEE WAIVER REQUEST FROM RIVER ISLANDS RIPTIDE FOOTBALL AND CHEER FOR USE OF STEAM ACADEMY FIELD TO HOST FOOTBALL AND CHEER PRACTICE TOTALING $19,459.22

WHEREAS, the City received a Facility Fee Waiver request from River Islands Riptide Football and Cheer in accordance with the City of Lathrop Fee Waiver Policy; and

WHEREAS, River Islands Riptide Football and Cheer submitted a facility fee waiver request for the use of STEAM Academy Field from July 8, 2024, through November 15, 2024 to host football and cheer practices; and

WHEREAS, the Parks and Recreation Commission typically reviews and makes recommendations on approving Fee Waiver requests; however, the submission came in after the last Parks and Recreation Commission meeting and the August 1, 2024 meeting was canceled.

WHEREAS, in order to move forward with this Fee Waiver request, staff reviewed the set in the Fee Waiver Policy and is of public benefit, de minimis in nature and not subsidized from other facility fees; and

WHEREAS, the City Council finds that this request provides a public benefit to the community, that the amount of the request is de minimis in nature and not subsidized from other facility fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby find the request to be of public benefit, de minimis in nature and not subsidized from other facility fees, and does hereby approve the Facility Fee Waiver for River Islands Riptide Football and Cheer for the use of STEAM Academy Field in the amount of $19,459.22.

The foregoing resolution was passed and adopted this 12th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

Riptide Football and Cheer

Fee Calculations for 2024 Request for Use of Facilities

Facility	Month Rqstd	Dates	Purpose	Rate/Day	Total Price
STEAM Acadamy 5 Days	July 8- August 23	Weekdays	Practice	5hrs/35days	$ 13,125.00
STEAM Acadamy 4 Days	Aug 26 - Sept30	Weekdays	Practice	4hrs/21days	$ 7,875.00
STEAM Acadamy 4 Days	Oct 1 - Nov 15	Weekdays	Practice	4hrs/27days	$ 6,750.00
Discount				30%	$ (8,325.00)
TOTAL					**$19,425.00**

City of Lathrop Staffing

Fee Calculations for 2024 Request Staff Time Associated with Fee Waiver Request

Event	Title	Hourly Rate	Hrs Rqstd		
	Administrative	1	$ 34.22	$ 34.22	$ 34.22
TOTAL					**$34.22**

$19,459.22

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE THE PUBLIC BENEFIT GRANT PROGRAM APPLICATION SUBMITTAL TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND APPROVE THE PURCHASE OF UP TO FIVE (5) PLUG-IN ELECTRIC HYBRID VEHICLES FROM TOYOTA TOWN OF STOCKTON AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt a Resolution Approving the Public Benefit Grant Program Application Submittal to the San Joaquin Valley Air Pollution Control District and Approve the Purchase of Five (5) Plug-In Electric Hybrid Vehicles from Toyota Town of Stockton and Approve Budget Amendment**

SUMMARY:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to $20,000 per vehicle, with a limit of $100,000 per agency, for the purchase of new alternative-fuel vehicles. As part of the Public Benefit Grant Program application process, a signed resolution from the City Council, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project is required.

Staff has completed the public benefit grant program new alternative fuel vehicle purchase application with SJVAPCD to support the purchase of up to five (5) new alternative fuel vehicles (specifically, plug-in electric hybrid vehicles). As part of the application requirements, reimbursement takes place after the new vehicle is purchased and all the required documents, as specified in the Public Benefit Grant Program Payment Procedures, are submitted to the SJVAPCD.

The public benefit grant program for new alternative fuel vehicle purchase provides a list of eligible vehicles for purchase. Staff identified the Toyota RAV4 Prime as the vehicle that best fits the needs of this application. Staff has requested quotes from regional Toyota Dealerships that would meet the specifications of the SJVAPCD grant. The request for quotes includes the total purchase price of Toyota RAV4 Prime, including tax, licensing, and fees. Toyota Town of Stockton provided the lowest quote of $54,625.35 per vehicle. Based off the five (5) vehicles, the total amount is $273,126.75. The total vehicle cost will be offset $20,000 per vehicle with the grant maximum of $100,000, and if awarded, would be a net cost to the City of $173,127. If the grant is not awarded, the City will only proceed with the purchase of two (2) vehicles at the price of $109,251.

BACKGROUND:

SJVAPCD provides public agencies funding, up to $20,000 per vehicle, with a limit of $100,000 per agency, per year, for the purchase of new alternative-fuel vehicles. As part of the SJVAPCD application process, a signed resolution from the City Council, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project is required. The cost of direct ownership of a plug-in hybrid vehicle will continue to result in the reduction of expenditures related to costs incurred for City staff-related travel. Approval of the attached Resolution authorizing staff to submit a grant application to the SJVAPCD for the purchase of plug-in electric hybrid vehicles is an example of government business conducted in an environmentally friendly way. Staff recommends Council approve the attached Resolution authorizing staff to submit a grant application to the SJVAPCD, and if the grant is awarded, approve the purchase of up to five (5) plug-in electric hybrid vehicles to support City general business activities. If the grant is not awarded, the City will only purchase two (2) of the plug-in electric hybrid vehicles.

FISCAL IMPACT:

Toyota Town of Stockton provided the lowest quote of $54,625.35 per vehicle. Based off the five (5) vehicles, the total amount is $273,127. The total vehicle cost will be offset $20,000 per vehicle with the grant maximum of $100,000. and if awarded, would be a net cost to the City of $173,127. If the grant is not awarded, the City will only proceed with the purchase of two (2) vehicles at the price of $109,251. The funds to purchase the plug-in electric hybrid vehicles will come from the equipment replacement reserves.

Decrease Equipment Replacement Reserves Up To 1010-243-0000	$273,127
Increase Expenditures Up To 1010-30-05-450-30-00	$273,127
Increase Revenue Up To 2160-80-00-331-05-00	$100,000

ATTACHMENTS:

A. Resolution of the City Council of the City of Lathrop Authorizing the Submittal of a Grant Application to SJVAPCD and Authorize the Purchase of up to Five (5) Plug-In Electric Hybrid Vehicles from Toyota Town of Stockton

B. San Joaquin Valley Air Pollution Control District Public Benefit Grant Program Application

APPROVALS:

Todd Sebastian
Director of Parks, Recreation, and Fleet — Date: 7.31.2024

Cari James
Director of Finance — Date: 8/1/2024

Thomas Hedegard
Deputy City Manager — Date: 8/5/2024

Michael King
Assistant City Manager — Date: 8.1.2024

Salvador Navarrete
City Attorney — Date: 7.31.2024

Stephen J. Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND AUTHORIZE THE PURCHASE OF UP TO FIVE (5) PLUG-IN ELECTRIC HYBRID VEHICLES FROM TOYOTA TOWN OF STOCKTON AND APPROVE BUDGET AMENDMENT

WHEREAS, staff identified a grant with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to support the purchase of new alternative fuel vehicles (specifically plug-in electric hybrids) under a grant program eligible to public agencies throughout the San Joaquin Valley; and

WHEREAS, as part of the grant requirements, reimbursement will take place after the new vehicles are purchased and all the required documents, as specified in the Public Benefit Grant Program Payment Procedures, are submitted to the SJVAPCD; and

WHEREAS, a maximum of $20,000 in grant funds is available per vehicle on a first come, first serve basis; and

WHEREAS, based on the potential award of the SJVACPD grant funding of $100,000 for the alternative fuel vehicles to offset the overall costs of $273,127 the estimated net cost to the City would be $173,127; and

WHEREAS, sufficient funds were not allocated in the approved Fiscal Year (FY) 2024/25 budget for the purchase of alternative fuel vehicles. Staff requests Council authorize a budget amendment transferring $273,127 from the Equipment Replacement Reserves to City Hall to fund the purchase and increase revenue in the amount of $100,000 if awarded the grant as detailed below:

Decrease Equipment Replacement Reserves Up To 1010-243-0000	$273,127
Increase Expenditures Up To 1010-30-05-450-30-00	$273,127
Increase Revenue Up To 2160-80-00-331-05-00	$100,000

WHEREAS, that the City Council of Lathrop does hereby identify Stephen Salvatore, the City Manager, as the individual authorized to implement the new vehicle project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby authorize the submittal of a grant application to the San Joaquin Valley Air Pollution Control District for the purchase of up to five (5) new alternative

fuel vehicles and approve the purchase of five (5) vehicles if the grant funds are awarded to the City or two vehicles of the grant funds are not awarded to the City.

The foregoing resolution was passed and adopted this 12th day of August, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

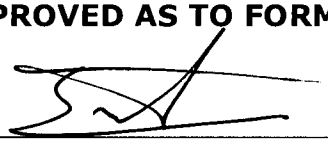
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT "B"

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase

Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Lathrop		
2. Tax ID: Taxpayer ID Number (TIN) 68-0195186		
3. Address: 390 Towne Center Drive		
4. City: Lathrop	5. State: CA	6. ZIP Code: 95330
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? ☐ No ■ Yes – Name of Grant Program(s):		

Primary Contact Information

1. First Name: Todd	2. Last Name: Sebastian	
3. Title: Director - Parks, Recreation, and Fleet	4. E-Mail: tsebastian@ci.lathrop.ca.us	
5. Phone Number: 209-941-7384	6. Alternate Contact Number: 209-992-0364	7. Fax Number: 209-941-7449

Contract Signing Authority

1. First Name: Stephen	2. Last Name: Salvatore
3. Title: City Manager	

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles:

2. Vehicle Type ***(please select one)***:

Electric	**Plug-In Hybrid**	**CNG, LNG, or LPG**
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	■ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)
☐ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)
☐ Scooter	☐ Other (specify):	☐ Transport/Utility Cart
☐ Bicycle		☐ Other (specify):
☐ Other (specify):		

3. Vehicle Make:	4. Vehicle Model:	5. Vehicle Model Year:
Toyota	RAV4 Prime	2024

6. Vehicle GVWR:	7. Engine Horsepower/Kilowatts:
5530 lbs.	302

8. Fuel Type:
☐ Electric ■ Plug-In Hybrid ☐ CNG ☐ LNG ☐ LPG ☐ Other (specify):

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only):

10. Total Cost of each New Vehicle:	11. Total Funding Requested from SJVAPCD (per vehicle):
$54,625.35	$100,000

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ■ Yes ☐ No
If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?
☐ Co-funding (please name source): _____
■ Other (please specify): City Funds

New Vehicle Dealer Information

1. Vehicle Dealer Name:
Toyota Town of Stockton

2. Contact / Salesperson Name:	3. E-mail:
Tung Luong	tung.luong@toyotatown.edealerhub.com
4. Phone Number:	5. Fax Number:
(209) 307-9917	

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity

1. Number of vehicles with same vehicle activity:

Five

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
_____%	_____%	_____

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):

Commuting / Pool Vehicles

6. Please mark the reason for purchasing the new vehicle(s):

■ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:

Small SUV's / Most Likley Fuel Based Chevy or Ford

☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:

☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
_____%	_____%	_____

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):

6. Please mark the reason for purchasing the new vehicle(s):

☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:

☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:

☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

Signature Form

Signing Authority to *initial and sign in **blue ink***

Certifications

By **initialing each of the following sections,** I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____ Project match funding is reasonably available to complete the project in a timely manner.

Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

_____ _____

Signing Authority Signature **Date**

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- ☐ Completed **Application** (Pages 1 thru 3), no required fields blank.
- ☐ Completed **Signature Form** (Page 4), signed in **blue ink**.
- ☐ First page of IRS **Form W-9**.
- ☐ Dated and itemized dealer **quote** for the new vehicle(s).
  - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- ☐ **Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- ☐ If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Lathrop

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 2
Exemption from FATCA reporting code (if any) B
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
390 Towne Center Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Lathrop, CA. 95330

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 8 - 0 1 9 5 1 8 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Toyota Town
2150 East Hammer Lane
Stockton, CA, 95210
(209) 473-2513

Tung Luong

Lily LLIU
390 Towne Centre Dr
Lathrop, California, 95330
lliu@ci.lathrop.ca.us
2099939386

2024 RAV4 Prime XSE
VIN: JTMEB3FV5RD217330
Stock: T72933



Estimated Pricing Summary

$49,499.00	$0.00	$54,625.35
VEHICLE SELLING[80] PRICE	NET TRADE-IN	TOTAL ESTIMATED[77] NET AMOUNT DUE

FINANCE

Options		CASHDOWN		
Term	Source	$0	$1,500	$3,000
48 MO.	Standard	$1,357.74	$1,320.46	$1,283.17
60 MO.	Standard	$1,131.36	$1,100.30	$1,069.23
72 MO.	Standard	$1,004.66	$977.07	$949.49

LEASE (REGULAR) Miles / Year : 12000

Options		CASHDOWN		
Term	Source	$0	$1,500	$3,000
24 MO.	Standard	$1,010.20	$937.92	$865.66
36 MO.	Standard	$879.25	$829.53	$779.83
48 MO.	Standard	$840.68	$801.69	$762.71

Cash

Pricing	Total
Vehicle Selling Price[80]	$49,499.00
Total Suggested Retail Price[78]	$50,034.00
Dealer Price Adjustment[75]	-$1,530.00
Dealer Installed Accessories[71]	$995.00
Optional Accessories[71]	$0.00
Optional Toyota Products[74]	$0.00
Optional Non-Toyota Products[74]	$0.00
Estimated Taxes & Fees	$5,126.35
Cash Down	-
Net Trade-In	$0.00
Total Incentives & Rebates[73]	$0.00
Total Estimated Net Amount Due[77]	**$54,625.35**

See page 2 for disclaimers and disclosures, and important information about this estimate

Payments calculated using this tool are estimates only based on information you provided. Actual prices and payments may be different. Financing payment calculations are based on APR and term. Lease payment calculations are based on term and annual mileage. Available on approved credit to very well qualified customers through Toyota Financial Services and participating Toyota dealers on certain new or certified used Vehicle(s). Not all customers will qualify.

71. Optional accessories are selected by you and are included in Other Amounts Financed. Dealer Installed Accessories are included in the price of the vehicle. Please see your Dealer for pricing. Prices and product availability are subject to change without notice.
73. Financing through your Toyota dealer and their applicable lender is required for certain cash offers. In the estimation, this cash offer has been applied to the down payment. Limit one rebates per finance transaction. No cash payment will be made to consumer.
74. Protection Products are optional, cancelable (see terms of Agreement) and not required to obtain credit. The products referenced in this section are not Toyota Products and are not endorsed or guaranteed by Toyota.
75. Dealer Price Adjustment is the price adjustment, as determined by your dealer, from Total SRP to Vehicle Selling Price.
77. Estimated Net Amount Due equals the Vehicle Selling Price including estimated Taxes and Fees plus any protection products minus applicable Incentives and/or Rebates and the Net Trade-In value. The pricing system gives you the ability to toggle the displayed estimated payment to either include or exclude the taxes and fees (including but not limited to title, license, registration, documentation and other dealer fees) that will be owed by you.
78. Total Suggested Retail Price includes manufacturer and distributor options and delivery, process and handling fees, which may be subject to change at any time. Excludes taxes, title, license and dealer options, fees and charges. Dealer price will vary.
80. Vehicle Selling Price is the vehicle price, as determined by your dealer and includes Delivery, Processing and Handling, and any manufacturer or dealer installed accessories or equipment.

PAGE LEFT INTENTIONALLY BLANK

ITEM: **SIDE LETTER OF AGREEMENT WITH LATHROP POLICE OFFICERS ASSOCIATION**

RECOMMENDATION: **Authorize the Mayor to Execute a Side-Letter of Agreement Updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to Include Corporal Classification**

SUMMARY:

The City of Lathrop has three (3) recognized employee organizations, Lathrop Mid-Manager's Association (LMCEA), Service Employees International Union 1021 (SEIU) and the Lathrop Police Officer's Association (LPOA) and each operate under a Memorandum of Understanding (MOU). The MOU's establish wages, working hours and other terms and conditions. The MOU for the LPOA was approved during the April 10, 2023 City Council meeting and has a term of April 15, 2023 to July 1, 2026.

The current LPOA MOU states that it applies to the following employment classes: 1. Police Officers and 2. Police Sergeants. During the City's mid-year budget process an additional sworn classification of Police Corporal was added to the City's position control roster. The Corporal position is designed to assist with the implementation of succession planning to develop future leaders within the Police Department. The implementation of the Police Corporal position followed the City fulfilling its meet and confer obligations with the appropriate labor groups.

The City and LPOA have mutually agreed to amend the MOU to include the language contained in the side letter of agreement regarding the addition of Corporals to the bargaining unit.

BACKGROUND:

The City of Lathrop has three (3) recognized employee organizations, Lathrop Mid-Manager's Association (LMCEA), Service Employees International Union 1021 (SEIU) and the Lathrop Police Officer's Association (LPOA) and each operate under a Memorandum of Understanding (MOU). The MOU's establish wages, working hours and other terms and conditions. The MOU for the LPOA was approved during the April 10, 2023 City Council meeting and has a term of April 15, 2023 to July 1, 2026.

The current LPOA MOU states that it applies to the following employment classes: 1. Police Officers and 2. Police Sergeants. During the City's mid-year budget process an additional sworn classification of Police Corporal was added to the City's position control roster.

The mid-year staff report reclassed five (5) Police Officer's (Grade 65) to Police Corporal's. The justification stated that the Police Corporal position will be able to step in and act as the patrol shift supervisor or watch commander in the event that

a sergeant is out sick, out with an injury or on vacation. Incorporating this position will assist with the implementation of succession planning to develop future leaders within the Police Department. The implementation of the Police Corporal position will follow the City fulfilling its meet and confer obligations with the appropriate labor groups.

The City and LPOA have mutually agreed to amend the MOU to include the language contained in the side letter of agreement regarding the addition of Corporals to the bargaining unit. Funding for the Corporal position was approved on March 11, 2024 through the City's mid-year budget process.

RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to execute a Side-Letter of Agreement updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to include the Corporal Classification.

FISCAL IMPACT:

Funding for the Corporal position was approved on March 11, 2024 through the City's mid-year budget process. There are no additional fiscal impacts associated with the approval of the side letter with LPOA to include the Corporal classification.

ATTACHMENTS:

A. Resolution Authorizing the Mayor to Execute a Side-Letter of Agreement Updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to Include Corporal Classification

B. Side Letter of Agreement with LPOA, RE: Addition of Corporals to the Bargaining Unit

APPROVALS:

Thomas Hedegard
Deputy City Manager

7/25/2024
Date

Salvador Navarrete
City Attorney

7.25-2024
Date

Stephen J. Salvatore
City Manager

7.30.24
Date

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE MAYOR TO EXECUTE A SIDE-LETTER OF AGREEMENT UPDATING THE LATHROP POLICE OFFICER'S ASSOCIATION (LPOA) MEMORANDUM OF UNDERSTANDING TO INCLUDE CORPORAL CLASSIFICATION

WHEREAS the City of Lathrop has three (3) recognized employee organizations, Lathrop Mid-Manager's Association (LMCEA), Service Employees International Union 1021 (SEIU) and the Lathrop Police Officer's Association (LPOA) and each operate under a Memorandum of Understanding (MOU). The MOU's establish wages, working hours and other terms and conditions.; and

WHEREAS, the MOU for the LPOA was approved during the April 10, 2023 City Council meeting and has a term of April 15, 2023 to July 1, 2026; and

WHEREAS the current LPOA MOU states that it applies to the following employment classes: 1. Police Officers and 2. Police Sergeants. During the City's mid-year budget process an additional sworn classification of Police Corporal was added to the City's position control roster; and

WHEREAS, the Corporal position is designed to assist with the implementation of succession planning to develop future leaders within the Police Department. The implementation of the Police Corporal position followed the City fulfilling its meet and confer obligations with the appropriate labor groups; and

WHEREAS, funding for the Corporal position was approved on March 11, 2024 through the City's mid-year budget process. There are no additional fiscal impacts associated with the approval of the side letter with LPOA to include the Corporal classification; and

WHEREAS, the City and LPOA have mutually agreed to amend the MOU to include the language contained in the side letter of agreement regarding the addition of Corporals to the bargaining unit.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Mayor to execute a Side-Letter of Agreement updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to include Corporal classification.

The foregoing resolution was passed and adopted this 12th day of August 2024, 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

SIDE LETTER OF AGREEMENT

TO THE 2023-2026 MOU BETWEEN

THE CITY OF LATHROP AND THE LATHROP POLICE OFFICERS ASSOCIATION

RE: ADDITION OF CORPORALS TO THE BARGAINING UNIT

JULY 2, 2024

It is the intent of the parties to incorporate the newly created classification of Police Corporal into the POA bargaining unit. A copy of the Class Specification for Police Corporal, is attached to this Side Letter as Attachment A. It is further the intent that the terms of the MOU shall apply to the new classification, once the Police Corporal classification is implemented and filled.

This side letter confirms that the City of Lathrop ("City") and the Lathrop Police Officers' Association (POA) have met and conferred to discuss the following changes to the Parties' MOU, as modified below.

APPENDIX A:

This Memorandum of Understanding applies to the following employment classes:

1. Police Officers

2. Police Sergeants

3. Police Corporal

Police Corporal Compensation

Compensation: The Corporal position will be compensated at Grade Step 68. The Step will be calculated based on the employee's current step, resulting in a 7.5% pay increase from the Officer classification. See attached Grade Step chart for further detail. Base Salary 7.5% Increase over Police Officer (Grade 65 to 68)

Special Assignment

SWAT 5% (still applicable)
Detective 5% (still applicable)

Most other Special Assignments would not be applicable at this time but future growth within the Department may create the opportunity. A maximum of 5% Special Assignment pay will be provided for this benefit. The Specialty Assignments are not stackable (per MOU).

Shift Differential

Graveyard shift differential 5% (still applicable)

Bilingual Premium Pay 2.5%

Bilingual 2.5% (still applicable)

Educational Incentive

- Associates of Arts Degree 2.5% (still applicable)
- Bachelor's Degree or Higher 5% (still applicable)
- Maximum of 5% for education (still applicable)

Peace Officer Standard Training Certificate Pay

Corporal (Maximum 5% for POST Certificates):

- 2.5% Intermediate Certificate
- 2.5% Advanced Certificate
- Per POST Supervisory Certificate applicant must possess a minimum of two years of law enforcement experience as a permanent first level supervisor or higher. The Corporal position would not be in a permanent supervisory role but would be called upon when needed to act in a supervisory role.

Standby/On-call Pay

$3/ hour for each hour assigned to standby/ on-call duty. Standby / on-call pay is subject to City Manager approval. (still applicable)

Further, to address specific questions raised by the POA, below are the City's response regarding the new Corporal classification.

Selection Process

Corporals will be selected via existing promotional processes including, but not limited to, application submission, memorandum of interest review, and in person interview panels. Final selection will be at the Chief's discretion.

Probation Period

Newly promoted employees will be subject to a 12-month probationary process in accordance with the current MOU. Except when an Officer promoted to Corporal has been terminated for cause, a Corporal released from probation during or at the conclusion of probation following a promotion, shall be reinstated to the position of Police Officer, at the former salary step.

Work Schedule

There will be one Corporal position assigned to each patrol team. Team selection priority will be based on current department seniority ranking. Management reserves the right to adjust patrol schedules to meet the needs of the agency.

Impending a Corporal position assigned to investigations, the Corporal will assume an investigation schedule based on the needs of the department as determined by the Chief of Police or their designee.

Job Duties

In addition to the duties and essential functions of the Police Officer classification, Corporals may act as an assistant supervisor to the Patrol Sergeant and as a Field Training Officer. See attached job description for further detail.

Corporals may recommend disciplinary action. Recommended disciplinary action will be referred to a Sergeant or Lieutenant for delivery. Corporals may issue counseling.

When a Corporal is acting in a supervisory capacity in the absence of a Sergeant on their assigned team, they will not also act in a Field Training Officer capacity.

Supervisory Vacancies

The Corporal will assume supervisory responsibility for their team when the regularly assigned Sergeant is unavailable (due to training, vacation, sick time, etc.) to provide consistent leadership within the teams. If both the regularly assigned Sergeant and the regularly assigned Corporal are out, Sergeants will be given first right of refusal for voluntary overtime.

Corporals working out-of-class assignments to an upgraded position or higher classification will be subject to CalPERS maximum hour limitations.

FOR THE CITY OF LATHROP

Sonny Dhaliwal — Date
Mayor

Stephen J. Salvatore — Date
Chief Negotiator

FOR LATHROP POLICE OFFICERS ASSOCIATION

Vatche Tatarian — 7/8/24 — Date
LPOA President

Myles Richter — 7/8/24 — Date
LPOA Vice President

David Garcia — 7/5/2024 — Date
LPOA Representative – Goyette

Antonio Arguelles — 7/3/24 — Date
LPOA Representative – Goyette

APPROVED AS TO FORM:

Che Johnson
City Counsel, Liebert Cassidy Whitmore

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 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 September 21, 2024**

SUMMARY:

The American Heart Association (AHA) is hosting the 209 Heart & Stroke Walk event in the City of Lathrop on September 21, 2024. This is a regional event that will attract thousands of visitors to the City of Lathrop. Due to the size and scope of the event, law enforcement services are being requested to help ensure the safety and security of event participants. The 209 Heart & Stroke Walk is a one-day event from 9:00AM to 11:30AM. The total hours requested by the AHA is twenty-eight (28) hours for five (5) officers, one (1) Sergeant, and one (1) Community Service Officer.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the 209 Heart & Stroke Walk. The AHA has agreed to pay for the twenty-eight (28) overtime hours requested and 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 $3,112.28.

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 September 21, 2024.

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, September 21, 2024 at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. Last October, the AHA combined their 209 Heart & Stroke Walk from Stockton and Modesto and held it for the first time in the City of Lathrop. The regional event attracted about 1,500 visitors to Lathrop last year, and event organizers estimates between 1,500 - 2,000 attendees for the September 21, 2024 event.

The 209 Heart & Stroke Walk event will begin at 9:00AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas.

Due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are being requested to help ensure the safety and security of event participants. The 209 Heart & Stroke Walk event is from 9:00AM to 11:30AM, and a total of five (5) Police Officers, one (1) Sergeant, and one (1) Community Service Officer are being requested to be present for the event. The total hours requested by the American Heart Association is twenty-eight (28) hours.

The AHA agrees to pay the cost of the requested overtime hours and further agrees to pay any 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 $3,112.28. AHA is required to pay a deposit of $3,112.28. At the conclusion of the event the City will invoice AHA for actual overtime costs, including any additional costs if circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, and apply the initial deposit as credit. There is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 24-25 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 September 21, 2024

B. Agreement with the American Heart Association to Provide Law Enforcement Services for the 209 Heart & Stroke Walk event on September 21, 2024

APPROVALS:

Stephen Sealy
Chief of Police — Date: 7/31/2024

Cari James
Finance Director — Date: 8/1/2024

Thomas Hedegard
Deputy City Manager — Date: 8/5/2024

Salvador Navarrete
City Attorney — Date: 8-1-2024

Stephen J. Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24 -

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 SEPTEMBER 21, 2024

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, September 21, 2024 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 9:00AM to 11:30AM 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 five (5) Police Officers, one (1) Sergeant, and one (1) Community Service Officer are being requested to be present for the event. The total hours requested by the American Heart Association is twenty-eight (28) hours; and

WHEREAS, LPD is able to provide staffing for the requested overtime hours and the AHA agrees to pay the cost of the twenty-eight (28) overtime hours and 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 $3,112.28; and

WHEREAS, there is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 24-25 adopted budget.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on September 21, 2024.

The foregoing resolution was passed and adopted this 12th day of August 2024, 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 SEPTEMBER 21, 2024

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 August 2024** 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 Officers to cover the EVENT. Staff will work from a schedule with a total of 28 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.

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	Staff	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
9/21/2024	5 Officers	8AM – 12PM (4 hours)	20	$112.91	$2,258.20
9/21/2024	1 Sergeant	8AM – 12PM (4 hours)	4	$133.07	$532.28
9/21/2024	1 CSO	8AM – 12PM (4 hours)	4	$80.45	$321.80
				Total Estimated Cost	$3,112.28

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 **September 22, 2024,** 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 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.

(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 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 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.

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:

Stephen J. Salvatore Date
City Manager

American Heart Association:

Donna Duldulao Date
Event Planning Director

Recommended for Approval:

Stephen Sealy Date
Chief of Police

Approved as to Form:

8-1-2024
Salvador Navarrete Date
City Attorney

Attest:

Teresa Vargas Date
City Clerk

ITEM 4.8

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO ATTEND THE 24PET'S SOFTWARE USER CONFERENCE IN SEPTEMBER 2024**

RECOMMENDATION: **Adopt Resolution Approving Out-of-State Travel for two (2) Lathrop Police Department Staff to Attend the 24Pet's Software User Conference in Las Vegas, Nevada from September 24, 2024 to September 26, 2024**

SUMMARY:

The City of Lathrop Police Department's Animal Center (Animal Center) utilizes 24Pet's Chameleon software as the Animal Center's Integrated Shelter Case Management Software (CMS). The software is used to help manage and streamline our animal center's day to day activities including animal licensing, vaccination records, bite reports, and kennel tracking.

Attending the 24Pet's Software User Conference will provide valuable training and networking opportunities with industry leaders, software developers, and other animal shelter professionals that also use the same software. This training and connections can lead to collaboration, partnerships, and sharing of best practices that will benefit and help our animal center operations be more efficient and effective.

The cost for two (2) staff members to attend the 24Pet's User Software Conference is estimated at $2,600. There are sufficient funds in the adopted FY 24-25 budget to cover the cost of the training. Staff recommends City Council approve the out-of-state travel for two (2) Lathrop Police Department staff to attend the 24Pet's User Software Conference in Las Vegas, Nevada from September 24, 2024 to September 26, 2024.

BACKGROUND:

The Animal Center utilizes 24Pet's Chameleon software as the Animal Center's Integrated Shelter Case Management Software (CMS). The software is used to help manage and streamline our animal center's day to day activities.

Some of the many features of the CMS that is used daily includes:

- Animal licensing, including the ability to renew their animal licenses online
- Cashiering and Web Payments
- Vaccination Records and Microchip tracking
- Veterinary record-keeping, including medical history, treatments, medications, and spay/neuter records

- Creating individual animal records with photos and behavior profiles
- Connect to multiple animal search websites for adoption visibility and lost pet listings
- Bite reporting and animal profiles for enforcement
- Kennel management and tracking, and inventory
- Creation of statistic reports, new License and renewal license letters, and ad-hoc customer letters, notifications, charts, and graphs

Attending the 24Pet's User Software Conference will provide valuable training on the software updates and networking opportunities that connect our department staff with other professionals who use the same software. This training and connections can lead to collaboration, partnerships, and sharing of best practices that will benefit and help our animal center operations be more efficient and effective. Additionally, they will be able to work with the software developers to find out what changes or updates may be coming for the CMS.

REASON FOR RECOMMENDATION:

24Pet's User Software Conference will provide the training the department staff needs to acquire proficiency and stay up to date with the changing technology which will enable them to utilize the CMS effectively and efficiently. Staff requests that the City Council adopt resolution approving the out-of-state travel for two (2) Lathrop Police Department staff members to attend the 24Pet's User Software Conference being held in Las Vegas, Nevada from September 24, 2024 to September 26, 2024.

FISCAL IMPACT:

The cost for two police department staff members to attend the 24Pet's User Software Conference is estimated to be $2,600. There are sufficient funds in the adopted FY 24-25 Budget to cover the cost of the training and travel.

ATTACHMENTS:

A. Resolution Approving Out-of-State Travel for Two (2) Lathrop Police Department Staff to Attend the 24Pet's User Software Conference in Las Vegas, Nevada from September 24, 2024 to September 26, 2024

B. 24Pet's User Software Conference Schedule

APPROVALS:

Stephen Sealy
Chief of Police — Date: 7/31/2024

Cari James
Finance Director — Date: 8/1/2024

Thomas Hedegard
Deputy City Manager — Date: 8/5/2024

Salvador Navarrete
City Attorney — Date: 8-1-2024

Stephen J. Salvatore
City Manager — Date: 8.6.24

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO ATTEND THE 24PET'S USER SOFTWARE CONFERENCE IN LAS VEGAS, NEVADA FROM SEPTEMBER 24, 2024 TO SEPTEMBER 26, 2024

WHEREAS, the City of Lathrop Police Department's Animal Center (Animal Center) utilizes 24Pet's Chameleon software as the Animal Center's Integrated Shelter Case Management Software (CMS); and

WHEREAS, the software is used to help manage and streamline our animal center's day to day activities including animal licensing, vaccination records, bite reports, and kennel tracking; and

WHEREAS, attending the 24Pet's User Software Conference will provide valuable training on the software updates and networking opportunities that connect our department staff with other professionals who use the same software; and

WHEREAS, this training and connections can lead to collaboration, partnerships, and sharing of best practices that will benefit and help our animal center operations be more efficient and effective; and

WHEREAS, staff will be able to work with the software developers to find out what changes or updates may be coming for the CMS; and

WHEREAS, the cost for two police department staff members to attend the 24Pet's User Software Conference is estimated to be $2,600. There are sufficient funds in the adopted FY 24-25 Budget.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the out-of-state travel for two (2) Lathrop Police Department staff members to attend the 24Pet's User Software Conference in Las Vegas, Nevada from September 24, 2024 through September 26, 2024.

The foregoing resolution was passed and adopted this 12th day of August 2024, 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

Search events Salida



Tuesday, September 24

24Pet's Software User Conference 2024

Join us September 24-26, 2024, for the Software User Conference at The LINQ Hotel in Las Vegas!

By 24Pet 24 followers
24 followers

Follow

Follow

Date and time

Starts on Tue, Sep 24, 2024 9:00 AM PDT

Location

Select tickets

Show map

Agenda

Day One - Sept 24, 2024 | Day Two - Sept 25, 2024 | Day Three - Sept 26, 2024

9:00 AM - 10:30 AM

Joint Session: Kickoff & Welcome

 Matt Ulrich

10:15 AM - 11:45 AM

Chameleon Track: How do I Use Chamelon more Effectively

10:15 AM - 11:45 AM

PetPoint Track: Reporting: using excel to manuipulate our reports (Beginner)

11:45 AM - 1:30 PM

Break

1:30 PM - 2:45 PM

PetPoint Track: PetPoint's Hidden Gems

3:00 PM - 4:30 PM

Chameleon Track: Diversion programs and Scheduled Intake

3:00 PM - 4:30 PM

PetPoint Track: Stage Reporting from a Client perspective

5:30 PM - 7:30 PM

Reception

1:30 PM - 2:45 PM

Chameleon Track: Five Minute Fun Facts

Collapse agenda

Show map

Agenda

Day One - Sept 24, 2024 Day Two - Sept 25, 2024 Day Three - Sept 26, 2024

9:00 AM - 10:15 AM

Chameleon Track: PostMaster

9:00 AM - 10:15 AM

PetPoint Track: PetPlace as a whole - Applications, Services, L&F

10:30 AM - 11:45 AM

Chameleon Track: Using Postmaster to interface with your community

10:30 AM - 11:45 AM

PetPoint Track: Approach to Medical

11:45 AM - 1:30 PM

Break

1:30 PM - 2:45 PM

Chameleon Track: Statistics and Reporting

1:30 PM - 2:45 PM

PetPoint Track: Approach to Medical v2

3:30 PM - 4:45 PM

Chameleon Track: Licensing/Pipeline

3:30 PM - 4:30 PM

PetPoint Track: Let's get configured!

Collapse agenda

Show map

Agenda

Day One - Sept 24, 2024 Day Two - Sept 25, 2024 Day Three - Sept 26, 2024

9:00 AM - 10:15 AM
Roundtable Discussions

10:30 AM - 11:45 AM
Roundtable Discussions

12:00 PM
Conference Concludes

About this event

Event lasts 2 days 6 hours

With curated PetPoint and Chameleon tracks, superusers will have the opportunity to learn from engaging speakers, network, and of course, talk all things shelter management! If you believe in continuous learning and are looking for resources to help build your organization's efficiency – this conference is for you!

Must be a current user of either software to attend.

Agenda is subject to change.

PetPoint
A 24Pet Company

Chameleon

PAGE LEFT INTENTIONALLY BLANK

ITEM 4.9

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF AND TWO (2) INFORMATION SYSTEMS DEPARTMENT (ISD) STAFF TO ATTEND THE RIMSCON CONFERENCE IN OCTOBER 2024**

RECOMMENDATION: **Adopt Resolution Approving Out-of-State Travel for two (2) Lathrop Police Department Staff and two (2) Information Systems Department (ISD) Staff to Attend the RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 to October 11, 2024 and Approving Related Budget Amendment**

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 2024 Conference will provide training to our police department and ISD staff on 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 four (4) staff members to attend the RIMSCON 2024 Conference is estimated at $9,200. There are sufficient funds in the adopted FY 24-25 Police Department budget to cover the $4,600 cost of the training for LPD's two (2) staff members; however, a budget amendment will be required from the General Fund to the ISD Training and Travel Account (1010-17-20-435-20-00) to cover the $4,600 for their two (2) staff members to attend. Staff recommends City Council approve the out-of-state travel for two (2) Lathrop Police Department staff and two (2) ISD staff to attend RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 to October 11, 2024 and approve the related budget amendment.

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 software and the different agencies that are connected to the CAD system, updates and changes to the software are essential.

The conference aims to foster collaboration, knowledge sharing, and learning experiences that will enhance our agency's efficiency and effectiveness. It is crucial for our police department and ISD staff members to acquire proficiency in the various features and functions of RIMS and stay ahead of the new technology being offered in the software. This conference will provide the tools for our staff to train others to navigate the system efficiently.

Attending the RIMSCON 2024 Conference will provide valuable training on the software updates and modifications scheduled throughout the next year and offers networking opportunities that connect LPD and our ISD personnel with other professionals and experts in the field. Networking also allows staff to create and foster valuable relationships and resources. During the conference, our police department and ISD staff members 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 2024 Conference will provide the training the police department and ISD staff needs to acquire proficiency in the various features and functions of RIMS, enabling them to effectively train other staff members in navigating the system efficiently.

FISCAL IMPACT:

The cost for two (2) police department staff and two (2) ISD staff to attend the RIMSCON 2024 Conference is estimated to be $9,200. There are sufficient funds in the adopted FY 24-25 Police Department budget to cover the $4,600 cost of the training for LPD's two (2) staff members; however, a budget amendment will be required from the General Fund to the ISD Training and Travel Account (1010-17-20-435-20-00) to cover the $4,600 for their two (2) staff members to attend.

Increase Expenditure:

1010-17-20-435-20-00	$4,600

ATTACHMENTS:

A. Resolution Approving Out-of-State Travel for Two (2) Lathrop Police Department Staff and Two (2) Information Systems Department (ISD) Staff to Attend the RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 to October 11, 2024 and Approving Related Budget Amendment

B. RIMSCON 2024 Conference Schedule

APPROVALS:

Stephen Sealy
Chief of Police
Date: 8/1/2024

Tony Fernandes
Information Systems Director
Date: 8-1-2024

Cari James
Finance Director
Date: 8/1/2024

Thomas Hedegard
Deputy City Manager
Date: 8/5/2024

Salvador Navarrete
City Attorney
Date: 8-1-2024

Stephen J. Salvatore
City Manager
Date: 8.6.24

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF AND TWO (2) INFORMATION SYSTEMS DEPARTMENT STAFF TO ATTEND THE RIMSCON 2024 CONFERENCE IN SOUTH LAKE TAHOE, NEVADA FROM OCTOBER 7, 2024 TO OCTOBER 11, 2024 AND APPROVING RELATED BUDGET AMENDMENT

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, it is crucial for our police department and ISD staff members to acquire proficiency in the various features and functions of RIMS and stay ahead of the new technology being offered in the software; and

WHEREAS, attending the RIMSCON 2024 Conference will provide valuable training on the software updates and modifications throughout the year and offers networking opportunities that connect our LPD and ISD personnel with other professionals and experts in the field; and

WHEREAS, during the conference, the police department and ISD staff 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 two (2) police department staff and two (2) ISD staff to attend the RIMSCON 2024 Conference is estimated to be $9,200; and

WHEREAS, there are sufficient funds in the adopted FY 24-25 Police Department budget to cover the $4,600 cost of the training for LPD's two (2) staff members; and

WHEREAS, staff is requesting a budget amendment from the General Fund of $4,600 to increase ISD's Training and Travel account in order to cover the cost for their two (2) staff members; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the out-of-state travel for two (2) Lathrop Police Department staff and two (2) ISD staff to attend the RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 through October 11, 2024, including the budget amendment of $4,600 from the General Fund to ISD Travel and Training Expense Account 1010-17-20-435-20-00.

The foregoing resolution was passed and adopted this 12th day of August 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

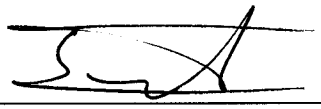
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SUN RIDGE SYSTEMS

Agenda

Here's what's scheduled for the event.

All Dates 10/7-10/10 | Monday 10/7 | Tuesday 10/8 | Wednesday 10/9 | Thursday 10/10

Filters

Search

October 7, 2024

8:00 AM PT

Case Investigations and Follow-up

8:00 AM-8:45 AM

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.



Bryan Morehouse
Director of Sales and Marketing
Sun Ridge Systems, Inc.

Crime Analysis - RIMSMap Using Google

8:00 AM-8:45 AM

Intended Audience: RIMS User, Crime Analysis.

The class will cover using RIMSMap with Google Mapping. It 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 Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.

Installing and Managing iRIMS App

8:00 AM-8:45 AM

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 Rall
Lead Developer
Sun Ridge Systems, Inc.



Nick Pollock
Product Developer
Sun Ridge Systems, Inc.



Christian Garcia
Developer
Sun Ridge Systems

Monitoring your SQL Database Performance

8:00 AM-9:45 AM

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 query stores, extended events, and other reports.



Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.



Sara Jiang
Database Engineer
Sun Ridge Systems, Inc.

NIBRS Report Writing Session #1

8:00 AM-9:45 AM

Intended Audience: RIMS Users - Records, Officers/Deputies, Supervisors

A report writing refresher session including discussion on the required NIBRS fields and what they mean. Learn to avoid some of the most common pitfalls or errors. This course is not state specific.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.



Linda Gutierrez
Senior Product Developer
Sun Ridge Systems, Inc.

What's New in V31? Session #1

8:00 AM-9:45 AM

Intended Audience: RIMS Users

Come to this class to learn the new features that were released in V31 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 Hunt-Osburn
Operations Manager/Senior Training Specialist
Sun Ridge Systems, Inc.

9:00 AM PT

IT/RIMS Support Q&A / Open Forum

9:00 AM-9:45 AM

Intended Audience: IT Professionals

Bring your questions and concerns to this class and discuss challenges and ideas openly. Also covered is where IT Support ends and RIMS Support begins. Where can IT

view more



Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.



Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.

RIMSMap - Setting up KML and GeoJSON Layers for Google Maps

9:00 AM-9:45 AM

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 Boren
Chief Technology Officer
Sun Ridge Systems, Inc.



Sean Rall
Lead Developer
Sun Ridge Systems, Inc.



Nick Pollock
Product Developer
Sun Ridge Systems, Inc.

10:00 AM PT

Asset Management

10:00 AM-10:45 AM

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.



Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.

CitRIMS Configuration

10:00 AM-10:45 AM

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 be uploaded to the public Citizens portal automatically.



Christian Garcia
Developer
Sun Ridge Systems



Sean Rall
Lead Developer
Sun Ridge Systems, Inc.



Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.

Search for Beginners Session #1

10:00 AM-10:45 AM

Intended Audience: RIMS Users, Crime Analysts, and Command Staff

This class is designed for the beginner user. We will teach you how to best utilize RIMS Search to find specific data in incidents, people, vehicles and property. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.



Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.

Server Moves/Upgrades for IT

10:00 AM-10:45 AM

Intended Audience: Users wanting to do their server migrations.

This class will cover what is needed to complete a successful server migration, including migrating the application and SQL servers.



Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.



Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.



Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.

›

Troubleshooting for Non-IT Admins

10:00 AM-10:45 AM

Intended Audience: RIMS System Administrators

This class will be broken down into three (15) minute mini-training topics: (1) Effectively identify software problems and what you should do BEFORE contacting support. (2) How to update RIMS Form Manager forms – even if your agency does not use them. (3) Troubleshooting User and Workstation Security issues.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.



Anneliese Edington
Technical Support Representative
Sun Ridge Systems

11:00 AM PT

CAD Custom Screen Configuration

11:00 AM-11:45 AM

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.



Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.

iRIMS 6 for Fire - What's New & Wish List

11:00 AM-11:45 AM

Intended Audience: iRIMS Fire Users

Learn all about what iRIMS 6 Fire can do, along with tips and tricks. It 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 Rall
Lead Developer
Sun Ridge Systems, Inc.



Chris Caldwell
Product Developer
Sun Ridge Systems, Inc.



Nick Pollock
Product Developer
Sun Ridge Systems, Inc.

RIMS Reports

11:00 AM-11:45 AM

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 McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.

Search for the Advanced User Session #1

11:00 AM-11:45 AM

Intended Audience: All Users

Take your skills past just simple searches. Learn how use the more advanced tools available in the Search utility and how you can write your own custom searches to better meet your Agency's needs.



Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.

1:00 PM PT

Fire CAD - Unit Recommendation, GPS & CAD Configuration

1:00 PM-1:45 PM

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 Edwards
Training/Project Specialist & Emerge...
Sun Ridge Systems, Inc



Anneliese Edington
Technical Support Representative
Sun Ridge Systems

Introduction to RIMS Learning Management System

1:00 PM-1:45 PM

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.



Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.

iRIMS 6 - for Law

1:00 PM-2:45 PM

Intended Audience: iRIMS Law Users /Trainers

Learn all about what the iRIMS 6 Law App can do and learn tips and tricks. It focuses on dispatch/CAD and records query and updating.



Sean Rall
Lead Developer
Sun Ridge Systems, Inc.



Chris Caldwell
Product Developer
Sun Ridge Systems, Inc.



Nick Pollock
Product Developer
Sun Ridge Systems, Inc.

Mobile Computer Controller and Client Configuration

1:00 PM-2:45 PM

Intended Audience: Users responsible for the support and configuration of Mobiles RIMS.

This class will cover the MCC's configuration options and how a user can customize Mobile RIMS in their vehicle. We will also discuss Mobile Mapping, two-factor authentication, and driver's license scanners.



Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.



Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.

What Can RIMS2Text Do For Your Agency

1:00 PM-1:45 PM

Intended Audience: All Users

Been curious about RIMS2Text? This interface is being used in many creative ways by some of our Agencies, so this class to is discuss some of the options and features of RIMS2Text.



Juleann Hunt-Osburn
Operations Manager/Senior Training Specialist
Sun Ridge Systems, Inc.

2:00 PM PT

Creating and Maintaining Person Records

2:00 PM-2:45 PM

Intended Audience: RIMS Users

Creating and Maintaining a Person Record: to include specific field entry, how data is used, person look-up tricks and combining duplicate records,



Jenn Gilrnore
Training/Project Specialist
Sun Ridge Systems, Inc.

Fire Open Forum & Wish List

2:00 PM-2:45 PM

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 Edwards
Training/Project Specialist & Emerge...
Sun Ridge Systems, Inc



John Boren
Chief Technology Officer
Sun Ridge Systems, Inc.



Anneliese Edington
Technical Support Representative
Sun Ridge Systems

RIMS Database Structure for External Reporting

2:00 PM-2:45 PM

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.'

...

view more



Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.



Sara Jiang
Database Engineer
Sun Ridge Systems, Inc.

Security Set-Up and Maintenance

2:00 PM-2:45 PM

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 Hunt-Osburn
Operations Manager/Senior Training Specialist
Sun Ridge Systems, Inc.

3:00 PM PT

Maintaining your Street File/Premise File

3:00 PM-4:45 PM

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. Bring your troublesome location/areas to this class for discussion.



Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.

NCIC/CLETS/RIMS Form Manager

3:00 PM-4:45 PM

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.



Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.

NIBRS Report Writing Session #2

3:00 PM-4:45 PM

Intended Audience: RIMS end users – Records, Officers/Deputies, Supervisors

A report writing refresher session including discussion on the required NIBRS fields and what they mean. Learn to avoid some of the most common pitfalls or errors. This course is not state specific.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.



Linda Gutierrez
Senior Product Developer
Sun Ridge Systems, Inc.

Public Safety Grant Writing 101

3:00 PM-3:45 PM

Intended Audience: All Users

Participants will learn the fundamentals of grant research, planning, and proposal development, including identifying funding sources, understanding grant guidelines, and crafting compelling narratives.



Bryan Morehouse
Director of Sales and Marketing
Sun Ridge Systems, Inc.

4:00 PM PT

How to Self Audit your RIMS System

4:00 PM-4:45 PM

Intended Audience: RIMS Systems Administrators

Let's take it from the top. If your agency has been on RIMS for some time, it could be time for you to do an audit of what settings/setup might need to be changed and/or add some new features. We will walk through the process of doing an audit of your Agency's setup and discuss some things to help you optimize your RIMS usage.



Juleann Hunt-Osburn
Operations Manager/Senior Training Specialist
Sun Ridge Systems, Inc.

October 8, 2024

8:00 AM PT

Creating and Maintaining Vehicle Records

8:00 AM-8:45 AM

Intended Audience: RIMS Users

Creating and Maintaining a Vehicle Record: to include specific field entry, how data is used, vehicle look-up tricks and abandoned vehicle log,



Ruby Stewart
Project Services and Training Specialist
Sun Ridge Systems, Inc.

FBI CJIS Policy Updates

8:00 AM-9:45 AM

Intended Audience: RIMS User, Dispatch, Records, Patrol.

This new class will review recent changes in the FBI CJIS Policy and how RIMS is adapting to them. We will discuss user IDs and Passwords, mobile device management, securing your SQL backups, multi-factor authentication using YubiKeys, Time-based Passwords (TOTP), Passkeys, and ending fingerprint reader support.



John Boren
Chief Technology Officer
Sun Ridge Systems, Inc.



Sean Rall
Lead Developer
Sun Ridge Systems, Inc.



Nick Pollock
Product Developer
Sun Ridge Systems, Inc.

InCustody - Tips, Tricks and Best Practices

8:00 AM-9:45 AM

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.

This class will be divided into three (20) minute training topics and will end with a 15 minute question and answer portion. We will review the Data Validation tables and explain the

view more


Linda Gutierrez
Senior Product Developer
Sun Ridge Systems, Inc.


Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.


Michelle Edwards
Training/Project Specialist & Emergency Liaison
Sun Ridge Systems, Inc

Products and Interfaces - See What We Offer & QA

8:00 AM-9:45 AM

Intended Audience: All Users

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!


Betsy McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.


Bryan Morehouse
Director of Sales and Marketing
Sun Ridge Systems, Inc.


Brian Wells
Applications Support Developer

Tips & Tricks - Getting the Most out of RIMS

8:00 AM-8:45 AM

Intended Audience: RIMS User, Dispatch, Records, Patrol.

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

view more


Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.


Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.

What's New in V31? Session #2

8:00 AM-9:45 AM

Intended Audience: Current RIMS Users

Come to this class to learn the new features that were released in V31 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 Hunt-Osburn
Operations Manager/Senior Training Specialist
Sun Ridge Systems, Inc.

9:00 AM PT

TIMS Training

9:00 AM-10:45 AM

Intended Audience: Agency Training Managers and TIMS Users

An in-depth look at the newest version of TIMS including, MyTIMS, Class List, Employee List enhancements and creating/tracking K9 Training.


Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.


Daniel Fields
Product Developer
Sun Ridge Systems, Inc.

10:00 AM PT

CAD for Non-Dispatchers

10:00 AM-11:45 AM

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 McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.

Database Backups and Cleaning out old Databases/Trace Files

10:00 AM-10:45 AM

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 Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.



Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.



Sara Jiang
Database Engineer
Sun Ridge Systems, Inc.

InCustody - Wish List & What's New

10:00 AM-11:45 AM

Intended Audience: All InCustody and InCustody Lite Users and System Administrators

This class will review the significant features of InCustody 20 and any new enhancements since the official release. InCustody 21 and its latest enhancements will be demonstrated. IC2go will also be shown, followed by any discussion items. Finally, the Wish List items from this year's Conference Web site will be reviewed for clarification, and any new wishes ...



Linda Gutierrez
Senior Product Developer
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.



Michelle Edwards
Training/Project Specialist & Emergency Liaison
Sun Ridge Systems, Inc

Search for Beginners Session #2

10:00 AM-10:45 AM

Intended Audience: RIMS Users, Crime Analysts, and Command Staff

This class is designed for the beginner user. We will teach you how to best utilize RIMS Search to find specific data in incidents, people, vehicles and property. You will also learn how to create custom reports that you can save for later use after applying specific parameters and filters.



Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.

11:00 AM PT

Command Line - Basics and Beyond

11:00 AM-11:45 AM

Intended Audience: Dispatchers

Come learn how to maneuver the command line with ease! Brush up on things you may know and learn new things you don't. This in depth review will expand your knowledge with examples and practical scenarios.



Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.

Configuring Peripherals to be Used with RIMS Applications

11:00 AM-11:45 AM

Intended Audience: Users needing to set up or replace workstations for their agency.

This class will cover what peripherals can be used for each module and how to configure them.


Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.


Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.

Search for the Advanced User Session #2

11:00 AM-11:45 AM

Intended Audience: All Users

Take your skills past just simple searches. Learn how use the more advanced tools available in the Search utility and how you can write your own custom searches to better meet your Agency's needs.


Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.


Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.

TIMS Wish List

11:00 AM-11:45 AM

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 Fields
Product Developer
Sun Ridge Systems, Inc.


Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.

1:00 PM PT

Administering Server Apps, Services, RICO, and more

1:00 PM-2:45 PM

Intended Audience: Users responsible for maintaining RIMS server applications.

This class will cover configuring and maintaining RIMS server applications.


Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.


Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.


Chris Caldwell
Product Developer
Sun Ridge Systems, Inc.

›

Citizen RIMS Wish List

1:00 PM-2:45 PM

Intended Audience: Current Citizen RIMS Users.

Learn What's New in Citizen RIMS, followed by a Wishlist session.


Christian Garcia
Developer
Sun Ridge Systems


Sean Rall
Lead Developer
Sun Ridge Systems, Inc.

Getting to Know RIMS and More!

1:00 PM-2:45 PM

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 McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.



Bryan Morehouse
Director of Sales and Marketing
Sun Ridge Systems, Inc.

Making the Most of CAD Incidents

1:00 PM-2:45 PM

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 Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.

NIBRS - Frequent Errors Explained

1:00 PM-2:45 PM

Intended Audience: RIMS Users – Records, Officers/Deputies, Supervisors

During this class, we will go over some of the frequently asked questions and common errors submitted to support for NIBRS scenarios on RIMS Case entry and RIMS Reports.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.



Linda Gutierrez
Senior Product Developer
Sun Ridge Systems, Inc.

PropRoom Training

1:00 PM-2:45 PM

Intended Audience: Property Room Users

An in-depth look at PropRoom. Training will cover utilizing the PropRoom scanner and the new features in Version 17.



Michelle Edwards
Training/Project Specialist & Emerge...
Sun Ridge Systems, Inc



Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.



Daniel Fields
Product Developer
Sun Ridge Systems, Inc.

3:00 PM PT

Discuss Your RIMSCON Wishes

3:00 PM-4:45 PM

Intended Audience: All Users

Discuss your Wishes for RIMSCON WishList Session
Present your idea for a wish to an SRS rep

view more



Betsy McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.

iRIMS/Mobiles What's New & Wish List

3:00 PM-4:45 PM

Intended Audience: iRIMS Users, Mobiles Users

This class will introduce you to what's new in iRIMS and Mobiles and contains a Wishlist session for iRIMS and Mobiles.


Sean Rall
Lead Developer
Sun Ridge Systems, Inc.


Dave Lott
Developer
Sun Ridge Systems, Inc.


Chris Caldwell
Product Developer
Sun Ridge Systems, Inc.

›

Optimizing Your Records Toolbox

3:00 PM-4:45 PM

Intended Audience: Records

Let's take a look at some of the modules under the Records menu that your Agency may not be familiar with: Agency Subpoenas, Public Release Log, Document Release Log, At Risk/Special Needs, Notifications.


Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.


Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.

PropRoom Wish List

3:00 PM-4:45 PM

Intended Audience: Property Room Users

A review of the new features of PropRoom, followed by a discussion of wishes for the next version.


Daniel Fields
Product Developer
Sun Ridge Systems, Inc.


Michelle Edwards
Training/Project Specialist & Emerge...
Sun Ridge Systems, Inc

RIMSMap What's New & Wish List

3:00 PM-3:45 PM

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 Boren
Chief Technology Officer
Sun Ridge Systems, Inc.


Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.

4:00 PM PT

SQL Failover Strategies

4:00 PM-4:45 PM

Intended Audience: IT Professionals & Agency Personnel tasked with performing IT duties and after-hours IT issues.

Primarily focusing on mirroring, high availability, and SQL Cluster. The similarities, but primarily the differences.


Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.


Sara Jiang
Database Engineer
Sun Ridge Systems, Inc.

6:00 PM PT

Tuesday Evening Welcome Reception

6:00 PM-8:00 PM

Join us for an opportunity to relax and network while enjoying beverages from the bar and never ending hors d'oeuvres (well, at least until we kick you out)!

October 9, 2024

5:30 PM PT

Wednesday Evening Dinner

5:30 PM-9:00 PM

Wednesday evening Sun Ridge Systems will host a dinner in the historic South Shore room located on the casino level of Harrah's. Appetizers and a cash bar are open at 5:30 p.m. Dinner begins at 6:00 p.m. Guests are welcome at an additional cost.

October 10, 2024

1:15 PM PT

Admin/Mgmt Breakout Group

1:15 PM-2:15 PM

Peer discussion opportunity! Bring your discussion items to this Administration/Management breakout session to speak to others in your same field to brainstorm, network and obtain ideas!



Betsy McNutt
Exec Vice President - Sales
Sun Ridge Systems, Inc.



Michelle Edwards
Training/Project Specialist & Emerge...
Sun Ridge Systems, Inc

TR

Tony Richards
Chief Executive Officer
Sun Ridge Systems

Communications/Dispatch Breakout Group

1:15 PM-2:15 PM

Peer discussion opportunity! Bring your discussion items to this Communications breakout session to speak to others in your same field to brainstorm, network and obtain ideas!



Jenn Gilmore
Training/Project Specialist
Sun Ridge Systems, Inc.



Charly Taylor
Training Specialist
Sun Ridge Systems, Inc.



Anneliese Edington
Technical Support Representative
Sun Ridge Systems

Patrol Breakout Group

1:15 PM-2:15 PM

Peer discussion opportunity! Bring your discussion items to this Patrol breakout session to speak to others in your same field to brainstorm, network and obtain ideas!



Charles Ellebrecht
Technical Support Representative
Sun Ridge Systems, Inc.



Ruby Stewart
Project Services and Training Speciali...
Sun Ridge Systems, Inc.



Lynette Monette
Technical Support Representative (Lead)
Sun Ridge Systems, Inc.

Records Breakout Group

1:15 PM-2:15 PM

Peer discussion opportunity! Bring your discussion items to this Records breakout session to speak to others in your same field to brainstorm, network and obtain ideas!



Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.



Colleen Meyers
Support Technician, Sun Ridge Syste...
Sun Ridge Systems, Inc.

2:15 PM PT

Collaborate Discussion & Wish List

2:15 PM-3:15 PM

Intended Audience: Current and Prospective Collaborate Users

Learn about what Collaborate is, what it takes to get set up, and what the future of Collaborate will look like. Includes the Wish List session at the end. We will also discuss the California CAD sharing initiative

view more



Dave Lott
Developer
Sun Ridge Systems, Inc.



Sean Rall
Lead Developer
Sun Ridge Systems, Inc.



John Boren
Chief Technology Officer
Sun Ridge Systems, Inc.

IT Professionals Breakout

2:15 PM-3:15 PM

Peer discussion opportunity! Bring your discussion items to this IT Professionals breakout session to speak to others in your same field to brainstorm, network and obtain ideas!



Lynette Monette
Technical Support Representative (Le...
Sun Ridge Systems, Inc.



Bob Perkins
Senior Database Developer (Lead)
Sun Ridge Systems, Inc.



Sara Jiang
Database Engineer
Sun Ridge Systems, Inc.

›

School, College, and Universities Breakout

2:15 PM-3:15 PM

Bring your discussion items to this breakout session for all educational agencies including school, college, and university campuses.



Juleann Hunt-Osburn
Operations Manager/Senior Training ...
Sun Ridge Systems, Inc.



Tamera Melrose
Client Services Manager
Sun Ridge Systems, Inc.

Register Now

Already registered?

Privacy Policy

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE REPLACEMENT OF THE SOUTH LATHROP COMMERCE CENTER BONDS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 17-01**

RECOMMENDATION: **Adopt Resolution Approving Replacement of the South Lathrop Commerce Center Bonds Associated with the Subdivision Improvement Agreement for Parcel Map 17-01**

SUMMARY:

South Lathrop Land, LLC (SLL), the developer for the South Lathrop Commerce Center (SLCC) Project, has substantially completed the public improvements associated with their Subdivision Improvement Agreement (SIA) for Parcel Map (PM) 17-01, dated September 10, 2018. An exhibit of the remaining areas to improve is included as Attachment "B" and an engineer's estimate of the remaining improvements is included as Attachment "C".

SLL has requested that the performance bond and the labor & material bond be replaced by bonds that reflect the cost of the remaining public improvements.

Staff requests City Council approve the release of the original bonds provided with the SIA for PM 17-01 and replace them with new bonds provided by SLL.

BACKGROUND:

On July 20, 2015, the South Lathrop Specific Plan (SLSP) was adopted by City Council and annexed into the City of Lathrop on June 14, 2016. The SLSP annexation includes a 99-acre portion of the Lathrop Gateway Business Park Specific Plan and encompasses a 315-acre area that includes commercial office uses, limited industrial uses, and open space.

On April 18, 2016, City Council approved SLCC Vesting Tentative Parcel Map (VTM) No. 15-94 with Conditions of Approval (COAs) for development consistent with SLSP. The SLCC Project is generally located at the southeast portion of the City limits bounded by State Route 120 to the north, San Joaquin River to the west, and the Union Pacific Railroad to the south.

On January 13, 2020, City Council accepted various offsite improvements from SLL that were constructed in accordance with their SIA and Development Agreement (DA), including backbone infrastructure improvements, a regional outfall structure, a storm drain pump station, a sanitary sewer pump station, a traffic signal, and highway interchange improvements. On September 12, 2022, Council accepted the

landscape improvements from SLL associated with their SIA. On June 10, 2024, City council accepted additional landscape improvements from SLL associated with Encroachment Permit (EP) 23-156 that were constructed in accordance with their SIA.

The majority of the public improvements associated with the SIA for PM 17-01 are complete. SLL has requested for the performance and labor & material securities that were provided with the SIA for PM 17-01 be released and replaced as detailed in Table 1. The accepted improvements were removed from the bond amount estimate and Staff confirms that the proposed new bonds are sufficient to guarantee the remaining incomplete improvements.

The replacement performance bond (CIC1945299) and the replacement labor and material bond (CIC1945303) in the amounts shown in Table 1 below guarantee the remaining improvements. The replacement bonds will remain in place until all remaining improvements, as detailed in the SIA, are accepted by Council.

Table 1

SIA Performance Bond	SIA Labor and Material Bond	Replacement Performance Bond	Replacement Labor and Material Bond
K13490624 $27,338,889	K13490624 $13,669,445	CIC1945299 $1,454,383	CIC1945303 $727,191.50

REASON FOR RECOMMENDATION:

Staff request Council approve the release of the original bonds provided with the SIA for PM 17-01 and replace them with new bonds provided by SLL.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution Approving Replacement of the South Lathrop Commerce Center Bonds Associated with the Subdivision Improvement Agreement for Parcel Map 17-01

B. Exhibit of the remaining areas to improve in SLCC

C. Engineers Estimate of Remaining Improvements for SLCC

APPROVALS:

Bellal Nabizadah
Assistant Engineer — Date: 8/2/24

Brad Taylor
City Engineer — Date: 8/2/2024

Cari James
Finance Director — Date: 8/5/2024

Michael King
Assistant City Manager — Date: 8.5.2024

Salvador Navarrete
City Attorney — Date: 8-5-2024

Stephen J. Salvatore
City Manager — Date: 8.6.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING REPLACEMENT OF THE SOUTH LATHROP COMMERCE CENTER BOND ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 17-01

WHEREAS, on July 20, 2015, the South Lathrop Specific Plan (SLSP) was adopted by City Council and annexed into the City of Lathrop on June 14, 2016. The SLSP annexation includes a 99-acre portion of the Lathrop Gateway Business Park Specific Plan and encompasses a 315-acre area that includes commercial office uses, limited industrial uses, and open space; and

WHEREAS, on April 18, 2016, City Council approved South Lathrop Commerce Center (SLCC) Vesting Tentative Parcel Map (VTM) No. 15-94 with Conditions of Approval (COAs) for development consistent with SLSP. The SLCC Project is generally located at the southeast portion of the City limits bounded by State Route 120 to the north, San Joaquin River to the west, and the Union Pacific Railroad to the south; and

WHEREAS, on January 13, 2020, City Council accepted various offsite improvements from South Lathrop Land, LLC (SLL) that were constructed in accordance with their Development Agreement (DA) and Subdivision Improvement Agreement (SIA) for Parcel Map (PM) 17-01, including backbone infrastructure improvements, a regional outfall structure, a storm drain pump station, a sanitary sewer pump station, a traffic signal, and highway interchange improvements; and

WHEREAS, on September 12, 2022, Council accepted the landscape improvements from SLL associated with their SIA. On June 10, 2024, City council accepted additional landscape improvements from SLL associated with Encroachment Permit (EP) 23-156 that were constructed in accordance with their SIA; and

WHEREAS, the majority of the public improvements associated with the SIA for PM 17-01 are complete. SLL has requested for the performance and labor & material securities that were provided with the SIA for PM 17-01 be released and replaced as detailed in Table 1. The accepted improvements were removed from the bond amount estimate and Staff confirms that the proposed new bonds are sufficient to guarantee the remaining incomplete improvements; and

WHEREAS, the replacement performance bond (CIC1945299) and the replacement labor and material bond (CIC1945303) in the amounts shown in Table 1 below guarantee the remaining improvements. The replacement bonds will remain in place until all remaining improvements, as detailed in the SIA, are accepted by Council

Table 1

SIA Performance Bond	SIA Labor and Material Bond	Replacement Performance Bond	Replacement Labor and Material Bond
K13490624 $27,338,889	K13490624 $13,669,445	CIC1945299 $1,454,383	CIC1945303 $727,191.50

; and

WHEREAS, staff request Council approve the release of the original bonds provided with the SIA for PM 17-01 and replace them with new bonds provided by SLL.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve replacing the original bonds associated with the SIA for PM 17-01 as reflected in Table 1.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

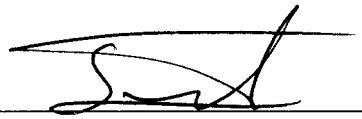
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"

ATTACHMENT "C"

25223.010
5/23/2024
JBM

REMAINING BACKBONE INFRASTRUCTURE ENGINEER'S ESTIMATE
SOUTH LATHROP COMMERCE CENTER
City of Lathrop, California
PM 17-01
Based on approved Improvement Plans and landscape plans prepared by MacKay & Somps and Ridge Landscape Architects

PHASE 3

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. CONCRETE WORK					
1.	23,432	SF	Concrete Sidewalk (6"Concrete) including ramps	7.50 $	175,740
			ESTIMATED TOTAL CONCRETE WORK:		**$ 175,740**
B. MISCELLANEOUS CONSTRUCTION					
1.	47,439	SF	Street Landscape (Building 2 and Building 4 frontage)	9.70 $	460,158
			ESTIMATED TOTAL MISC. CONSTRUCTION:		**$ 460,158**
			SUMMARY		
	B		CONCRETE WORK		**$ 175,740**
	F		MISCELLANEOUS CONSTRUCTION		**$ 460,158**
			ESTIMATED TOTAL CONSTRUCTION COST:		**$ 635,898**
			CONTINGENCIES @10%		**$ 63,590**
			Total Phase 3 cost		**$ 699,488**

FUTURE PHASE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. CONCRETE WORK					
1.	26,009	SF	Concrete Sidewalk (6"Concrete)	7.50 $	195,070
			ESTIMATED TOTAL CONCRETE WORK:		**$ 195,070**
B. MISCELLANEOUS CONSTRUCTION					
1.	50,639	SF	Street Landscape	9.70 $	491,198
			ESTIMATED TOTAL MISC. CONSTRUCTION:		**$ 491,198**
			SUMMARY		
	B		CONCRETE WORK		**$ 195,070**
	F		MISCELLANEOUS CONSTRUCTION		**$ 491,198**
			ESTIMATED TOTAL CONSTRUCTION COST:		**$ 686,268**
			CONTINGENCIES @10%		**$ 68,627**
			Total Future Phase cost		**$ 754,895**

NOTES

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.

2. It is assumed that all improvements will be installed with one phase of construction. Building in two or several phases will increase this cost slightly.

3. Costs presented herein are based on bids received from Teichert (sidewalk, dated 10/6/2021) and Grover Landscape Services, Inc. dated 11/1/2019. No provision has been made for inflation

Prepared by the firm of

MACKAY & SOMPS

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM:	**APPROVE AGREEMENTS WITH EKI ENVIRONMENT & WATER, INC. AND DE NOVO PLANNING GROUP, INC. FOR COMPLETION OF THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24 AND APPROVE BUDGET AMENDMENT**
RECOMMENDATION:	**Adopt Resolution Approving Professional Service Agreements with EKI Environment & Water, Inc. and De Novo Planning Group, Inc. for Completion of the Integrated Water Resources Master Plan Amendment and CEQA Compliance, CIP PW 22-19 & CIP WW 22-24 and Approve Budget Amendment**

SUMMARY:

The Integrated Water Resources Master Plan (IWRMP) is necessary to implement the City's General Plan and supports utility operations, budget, and rate studies. The Master Plan is also the basis for CIP programming, developing land use planning and development fees. On April 11, 2022, Council approved an agreement with Environment & Water, Inc. (EKI) to update the IWRMP. While significant progress has been made thus far, additional services from EKI are needed to complete the IWRMP Amendment due to unanticipated changes in scope including changes in the City's planned expansion of the recycled water system.

Staff is requesting that Council approve a Professional Services Agreement (PSA) with EKI in the amount of $83,100 to provide additional services needed to complete the IWRMP Amendment. In addition, staff is requesting approval of a PSA with De Novo Planning Group, Inc., (De Novo) to prepare an Addendum to the IWRMP Environmental Impact Report (EIR) in the amount of $17,800.

Sufficient funds were not included in the adopted FY 24/25 budget for CIP WW 22-24. Staff requests that Council approve a budget amendment in the amount of $100,000 allocating $94,533 from the MBR Capital Replacement Fund 6110 and $5,467 from the Wastewater Capital Replacement Fund 6060 enterprise funds to CIP WW 22-24 as detailed below in the Fiscal Impact section.

BACKGROUND:

The IWRMP will forecast and update the water and sewer demand projections and address modifications in regulatory requirements, population and growth projections,

Environmental Impact Report which were approved and adopted by Council in December, 2019. Since the IWRMP was completed, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP. These changes include changes in the City's unit water demand factors and water demand projections that were completed in July 2020 to support the River Islands Phase 2 development Water Supply Assessment, obtaining a National Pollutant Discharge Elimination System (NPDES) permit allowing surface water discharge of effluent from the City's Consolidated Treatment Facility, and changes associated with decommissioning of ponds and spray fields that were formerly used for disposal of CTF effluent to land.

On April 11, 2022, Council approved an agreement with EKI to update the IWRMP. Amendment No. 1 was approved by staff in August 2022 for EKI to evaluate the strength of wastewater sent to the MWQCF in lieu of a task for wastewater flow monitoring. On February 13, 2023, Council approved Amendment No.2 with EKI in order to update the geodatabases for the water, sewer and recycled water systems.

EKI has completed a preliminary draft of the IWRMP Amendment, but due to unanticipated changes in scope, including changes in the City's planned expansion of its recycled water system, additional services from EKI are needed to complete the IWRMP amendment. EKI has provided a proposal to provide these services for a cost of $83,100. EKI's scope includes tasks related to the recycled water system master plan revisions to be paid solely from WW 22-24, and CEQA support services in the amount of $15,000 to be evenly divided among the water, wastewater and recycled water master updates.

At the request of staff, De Novo has provided a proposal to prepare an Addendum to the EIR for the IWMRP Amendment for a cost of $17,800.

REASON FOR RECOMMENDATION:

The IWRMP is necessary for the implementation of the City's General Plan and supports utility operations, budget, and rate studies. The Master Plan is also the basis towards CIP programming, developing land use planning and development fees. Additional services from EKI and the De Novo Planning Group (De Novo) to complete the IWRMP Amendment and California Environmental Quality Act (CEQA) compliance for Capital Improvement Projects (CIPs) PW 22-19 and WW 22-24.

FISCAL IMPACT:

The cost of additional services for EKI to complete the IWRMP Amendment is for an amount of $83,100. The cost for EKI to provide CEQA support services is $15,000 and for De Novo to prepare an EIR Addendum needed for CEQA compliance is $17,800, for a total cost of $32,800 to be evenly divided by the potable water, wastewater and recycled water components of the IWRMP update ($10,933 each).

The cost for EKI to revise the recycled water system master plan (RWSMP) is $68,100. . The table below represents the cost breakdown for each component of the IWRMP update.

Master Plan Update Component – CEQA Compliane	**Cost**
Water System Master Plan (PW 22-19)	$10,933
Wastewater System Master Plan (WW 22-24)	$10,933
Recycled Water System Master Plan (WW 22-24)	$10,933
Master Plan Update Component – RWSMP Revisions	**Cost**
Recycled Water System Master Plan (WW 22-24)	$68,100

Sufficient funds were not included in the adopted FY 24/25 budget for CIP WW 22-24. Therefore, staff requests that Council approve a budget amendment of $100,000 by allocating $94,533 from the MBR Capital Replacement Fund 6110 (for both the CEQA compliance and RWSMP revisions) and $5,467 from the Wastewater Capital Replacement Fund 6060 (for just the CEQA compliance costs) to CIP WW 22-24 as follows:

Increase Transfer Out 6110-99-00-990-9010		$94,533
Increase Transfer Out 6060-99-00-990-9010		$5,467
Increase Transfer In 6090-99-00-393-00-00	CIP WW 22-24	$100,000
Increase Appropriation 6090-80-00-420-83-00	CIP WW 22-24	$100,000

ATTACHMENTS:

A. Resolution Approving Professional Service Agreements with EKI Environment & Water, Inc. and De Novo for Completion of the Integrated Water Resources Master Plan Amendment and CEQA Compliance, CIP PW 22-19 & CIP WW 22-24 and Approve Budget Amendment

B. Professional Services Agreement with EKI Environment & Water, Inc., for Additional Services Needed to Complete the IWRMP Amendment

C. Professional Services Agreement with De Novo to prepare an Addendum to the Environmental Impact Report for the Integrated Water Resources Master Plan

APPROVALS:

Greg Gibson — 07/22/2024
Senior Civil Engineer — Date

Brad Taylor — 7/22/2024
City Engineer — Date

Michael King — 7.22.2024
Assistant City Manager — Date

Cari James — 7/30/2024
Finance Director — Date

Salvador Navarrete — 7-22-2024
City Attorney — Date

Stephen J. Salvatore — 8.5.24
City Manager — Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH EKI ENVIRONMENT & WATER, INC. AND DE NOVO PLANNING GROUP, INC. FOR COMPLETION OF THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT AND CEQA COMPLIANCE, CIP PW 22-19 & CIP WW 22-24 AND APPROVE BUDGET AMENDMENT

WHEREAS, the City's water, sewer and recycled water master plan documents, collectively referred to as the City's Integrated Water Resources Master Plan (IWRMP) is used to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors; and

WHEREAS, in 2016, EKI Environment & Water, Inc. (EKI) and De Novo Planning Group (De Novo) assisted the City to update the IWRMP and prepare the associated project Environmental Impact Report (EIR) which were approved and adopted by Council in December, 2019; and

WHEREAS, since adoption of IWRMP, significant changes in projected water demands and water supplies, planned land development and other factors have necessitated a comprehensive amendment to the IWRMP; and

WHEREAS, on April 11, 2022, Council approved an agreement with EKI to update the IWRMP to account for recent development, proposed land use changes, regulatory requirements and other factors; and

WHEREAS, additional services from EKI are needed to complete the IWRMP Amendment due to unanticipated changes in scope including issues with analyzing the City's water and sewer billing data, and changes in the City's planned recycled water system; and

WHEREAS, in addition, services from De Novo are needed to prepare an Addendum to the IWRMP EIR for compliance with CEQA requirements;

WHEREAS, the cost of additional services for EKI to complete the IWRMP Amendment is for an amount of $83,100, and for De Novo to prepare an EIR Addendum needed for CEQA compliance is $17,800; and

WHEREAS, the cost of additional services for EKI to complete the IWRMP Amendment is for an amount of $83,100. The cost for EKI to provide CEQA support services is $15,000 and for De Novo to prepare an EIR Addendum needed for CEQA compliance is $17,800, for a total cost of $32,800 to be evenly divided by the potable water, wastewater and recycled water components of the IWRMP update ($10,933 each). The cost for EKI to revise the recycled water master plan is $68,100. The table below represents the cost breakdown for each component of the IWRMP update:

Master Plan Update Component – CEQA Compliane	**Cost**
Water System Master Plan (PW 22-19)	$10,933
Wastewater System Master Plan (WW 22-24)	$10,933
Recycled Water System Master Plan (WW 22-24)	$10,933
Master Plan Update Component – RWSMP Revisions	**Cost**
Recycled Water System Master Plan Revisions (WW 22-24)	$68,100

; and

WHEREAS, sufficient funds were not included in the adopted FY 24/25 budget for CIP WW 22-24. Therefore, staff requests that Council approve a budget amendment of $100,000 by allocating $94,533 from the MBR Capital Replacement Fund 6110 (for both the CEQA compliance and RWSMP revisions) and $5,467 from the Wastewater Capital Replacement Fund 6060 (for just the CEQA compliance costs) to CIP WW 22-24.

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

1. A Professional Services Agreement with EKI Environment & Water, Inc., for Additional Services Needed to Complete the IWRMP Amendment in the amount of $83,100; and

2. A Professional Services Agreement with De Novo to prepare an Addendum to the Environmental Impact Report for the Integrated Water Resources Master Plan in the amount of $17,800; and

3. The following budget amendment:

Increase Transfer Out 6110-99-00-990-9010		$94,533
Increase Transfer Out 6060-99-00-990-9010		$5,467
Increase Transfer In 6090-99-00-393-00-00	CIP WW 22-24	$100,000
Increase Appropriation 6090-80-00-420-83-00	CIP WW 22-24	$100,000

The foregoing resolution was passed and adopted this 12th day of August 2024, 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"

CITY OF LATHROP

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

TO PROVIDE THE 2024 RECYCLED WATER SYSTEM MASTER PLAN (RWSMP) UPDATE AS PART OF THE 2019 INTEGRATED WATER RESOURCES MASTER PLAN (IWRMP) CIP PW 22-19 (WATER) AND CIP WW 22-24 (WASTEWATER AND RECYCLED WATER)

THIS AGREEMENT, dated for convenience this **12th day of August, 2024** is by and between **EKI Environment & Water, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as described in Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **$83,100,** for the Professional Consulting Services set forth as described in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 12, 2024,** and it shall terminate no later than **June 30, 2025.**

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed amendment.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for

the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative**: Jonathan Sutter, PE.** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

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

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

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

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

provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars ($2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents,

and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its

employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

To Consultant:
EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, CA 94014
Phone: (650) 292-9100

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) <u>Notice to Proceed</u>

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.
TO PROVIDE THE 2024 RECYCLED WATER SYSTEM MASTER PLAN UPDATE TO THE 2019 INTEGRATED WATER RESOURCES MASTER PLAN CIP PW 22-19 & WW 22-24

Approved as to Form:

City of Lathrop
City Attorney

7.22.2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, CA 94014

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

Signature Date

Print Name and Title

eki environment & water

Corporate Office
2001 Junipero Serra Boulevard, Suite 300
Daly City, CA 94014
(650) 292-9100
ekiconsult.com

15 July 2024

Greg Gibson
Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

Subject: **Proposal for 2024 Recycled Water System Master Plan Revisions and California Environmental Quality Act Support**
City of Lathrop, California

Dear Mr. Gibson,

EKI Environment & Water, Inc. (EKI) is pleased to submit to the City of Lathrop (City) this proposal for the City's 2024 Recycled Water System Master Plan (RWSMP) update, as part of a comprehensive update to the City's 2019 Integrated Water Resources Master Plan (IWRMP).

BACKGROUND

EKI proceeded with the preparation of the updated IWRMP under the original agreement dated 11 April 2022 and amendments No. 1 through 3, dated 4 August 2022, 13 February 2023, and 12 March 2024 respectively ("existing agreement"). EKI completed and submitted the draft 2024 RWSMP on 14 May 2024. Following the City's direction, the draft 2024 RWSMP was based on the planning assumption that the River Islands development area will continue to meet its non-potable demand with San Joaquin River water and lake water and does not intend to purchase recycled water from the City in the foreseeable future.

Due to the exclusion of River Islands from recycled water demand projections and river discharge of wastewater effluent, the projected recycled water demand at buildout is estimated at 710 acre-feet per year or 0.63 million gallons per day. This represents a significant reduction from prior planning documents. The draft 2024 RWSMP therefore recommended that the City convert its recycled water system to a closed-reservoir system (without any of the existing storage ponds) to accommodate this lower level of anticipated demand, improve water quality, and optimize system operations.

EKI understands that there has been a change in the planning assumptions as part of the City's review of the draft 2024 RWSMP. The City has now requested that the 2024 RWSMP include River Islands in the recycled water demand projections and consider RWSMP projects that have recently been designed. This change will substantially impact the 2024 RWSMP analyses and conclusions, including the water demand and water balance evaluations, the recommended system operation strategy (i.e., a closed storage system vs. maintaining open storage ponds), and associated capital improvement projects (CIPs). As a result, the City has requested EKI to prepare a proposed scope of work to update the 2024 RWSMP to include River

Islands' recycled water demands, and reflect those changes as needed in updated Water System Master Plan (WSMP) and Wastewater System Master Plan (WWSMP).

Additionally, the City requested EKI to provide technical support in the preparation of California Environmental Quality Act (CEQA) documentation for the 2024 IWRMP updates. Before formal adoption by the City, the 2024 IWRMP updates need to undergo CEQA review. Task 6 of the scope of work below includes proposed efforts to ensure that technical materials in the document are accurately represented and any proposed mitigation measures are appropriate.

PROPOSED SCOPE OF WORK

A detailed description of the proposed effort is described in the following sections.

Task 1 – Project Management and Communications

Task 1 includes project management and communication efforts over the project duration. EKI will participate in one (1) progress meeting and will perform project management tasks (e.g., budget and schedule tracking, invoicing, and regular communications with City) through the implementation of the scope of work described herein.

Task 2 – Update Recycled Water Demand and Water Balance Evaluation

Under Task 2, EKI will update the projected recycled water demands and water balance evaluations to include recycled water demands from River Islands. As part of this update, EKI will:

- Update landscape irrigation acreages to be supplied by City's recycled water in River Islands;
- Update recycled water demand estimates;
- Review historical recycled water supply and use data (i.e., wastewater effluent data, land application volumes, historical precipitation and evapotranspiration data, and pond storage levels) to calibrate the recycled water balance and verify the assumed parameters for irrigation efficiency, leaching factor, and effective precipitation;
- Prepare updated recycled water balances for the near-term (2030) and buildout scenarios; and
- Update the recycled water system operating strategy and verify the required storage and river discharge volumes required for each scenario.

Task 3 – Update Hydraulic Assessment

EKI will update the recycled water system hydraulic assessment based on the results of Task 2. EKI will perform the following:

- Update recycled water storage and pump capacity analyses based on the identified system performance criteria and planned use of existing facilities;
- Set up and run near-term and buildout scenarios to verify storage and pump capacity needs;
- To address any identified deficiencies, develop and model potential system improvements and/or operational changes, as needed; and

- Prepare figures showing modeling results and the proposed improvements, highlighting any changes from the 2019 IWRMP.

EKI understands that the River Islands owns and operates its own non-potable distribution system; the hydraulic evaluation will only include City-owned facilities and will not include and evaluation of the River Islands distribution system.

Task 4 – RWSMP Amendment

Based on evaluations performed as part of Tasks 2 and 3, EKI will update conclusions and recommendations for the recycled water system. EKI will update the recommended CIPs, prepare opinions of probable cost for any new projects identified, and update the prioritization of CIPs. EKI will then prepare an updated draft RWSMP for review by the City and key stakeholders.

EKI will submit a final RWSMP amendment that incorporates the City's and other stakeholder comments.

Task 5 – WSMP and WWSMP Amendments

EKI will update the WSMP and WWSMP to reflect proposed changes to the RWSMP that carry through to the WSMP and WWSMP. EKI assumes that the effort will only affect the descriptive report text and will not require additional technical analyses.

Task 6 – CEQA Support

The City has requested that EKI assist the City in managing the preparation of this CEQA documentation. EKI CEQA support tasks will include the following:

- Review of the project description for accuracy with the IWRMP amendments;
- Reivew of the Administrative Draft EIR for accuracy and applicability of proposed mitigation measures; and
- Participation in up to two conference calls with the City and its CEQA consultant.
- Attendance at up to one public meeting for the CEQA/IWRMP Amendment adoption.

PROJECT SCHEDULE

EKI is available to initiate work upon receiving authorization from the City. EKI anticipates that the updated Final IWRMP (Tasks 1 through 5) can be completed within three (3) months of authorization. Task 6 will be completed in coordination with the City's CEQA documentation schedule.

COMPENSATION FOR CONSULTING SERVICES

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis per our attached current Schedule of Charges, dated 1 January 2024. Based on the proposed Scope of Work described above, we propose a budget of $83,100 as summarized in the table below and detailed in Attachment B.

Task	Budget
Task 1 - Project Management and Communications	$7,500
Task 2 - Update Recycled Water Demand and Water Balance Evaluation	$12,900
Task 3 - Update Hydraulic Assessment	$12,100
Task 4 - Recycled Water System Master Plan Amendment	$22,900
Task 5 - Water and Wastewater Master Plan Amendments	$12,700
Task 6 – CEQA Support	$15,000
TOTALS	$83,100

TERMS AND CONDITIONS

Other than the scope of work, budget, and schedule herein, the work will be performed per the terms and conditions established in our current agreement with the City of Lathrop dated 11 April 2022.

Thank you for the opportunity to work with the City on this project. Please contact Jonathan Sutter at 650-292-9099 or jsutter@ekiconsult.com with any questions.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

C. David Umezaki, PE
Principal Engineer

Jonathan Sutter, PE
Project Manager/Supervising Engineer

Attachments

A. 2024 Schedule of Charges
B. Budget Estimate for Proposed Scope of Work

Client/Address: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Proposal/Agreement Date: 15 July 2024 **EKI Proposal/Project # C20049.xx**

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC. **2 January 2024**

Personnel Classification	Hourly Rate
Officer and Chief Engineer-Scientist	345
Principal Engineer-Scientist	333
Supervising I, Engineer-Scientist	323
Supervising II, Engineer-Scientist	310
Senior I, Engineer-Scientist	297
Senior II, Engineer-Scientist	286
Associate I, Engineer-Scientist	275
Associate II, Engineer-Scientist	259
Engineer-Scientist, Grade 1	241
Engineer-Scientist, Grade 2	227
Engineer-Scientist, Grade 3	209
Engineer-Scientist, Grade 4	187
Engineer-Scientist, Grade 5	165
Engineer-Scientist, Grade 6	144
Project Assistant	135
Technician	129
Senior GIS / Database Analyst	170
CADD Operator / GIS Analyst	148
Senior Administrative Assistant	162
Administrative Assistant	128
Secretary	108

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
d. Special fees, insurance, permits, and licenses applicable to the work.
e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents ($0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents ($0.75) per mile. There will be an additional charge of thirty dollars ($30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD and other specialized software computer time will be charged at twenty dollars ($20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

Attachment B - Budget Estimate for Proposed Scope of Work

Revisions to the 2024 Recycled Water System Master Plan

City of Lathrop, California

TASKS	EKI Labor				Expenses	T
	G4 - Yuqing Gao	ASC I - Tina Wang, PE, Project Eng/Deputy PM	SUP I - Jonathan Sutter, PE, PM/QAQC	TOTAL EKI Labor, including 4% Comm. Charge (1)	TOTAL EXPENSES (1)	
	187	275	323	($)	($)	($)
Task 1 – Project Management and Communications						
Participate in one (1) progress meeting	4	4	2	$2,594	$0	$2,594
Project management and communications		10	6	$4,876	$0	$4,876
Subtotal	4	14	8	$7,469	$0	$7,500
Task 2 – Update Recycled Water Demand and Water Balance Evaluation						
Update acreages for recycled water landscape irrigation	4	2		$1,350	$0	$1,350
Update recycled water demand estimates	4	4	2	$2,594	$0	$2,594
Review and calibrate Recycled Water Balance	16	4	4	$5,599	$0	$5,599
Prepare updated recycled water balances and verify storage	8	4	2	$3,372	$0	$3,372
Subtotal	32	14	8	$12,915	$0	$12,900
Task 3 – Update Hydraulic Assessment						
Set up two scenarios and allocate demands	8	4	2	$3,372	$0	$3,372
Perform steady-state hydraulic modeling analysis to identify defici	20	4	2	$5,705	$0	$5,705
Analyze results and evaluate proposed system improvements	8	4	1	$3,036	$0	$3,036
Subtotal	36	12	5	$12,113	$0	$12,100
Task 4 – Recycled Water System Master Plan Amendment						
Update recommended CIPs and develop opinions of probable cost	16	4	6	$6,271	$0	$6,271
Prioritize identified projects	8	2	1	$2,464	$0	$2,464
Update Draft Master Plan report	24	12	6	$10,115	$0	$10,115
Prepare Final Master Plan report	8	4	4	$4,044	$0	$4,044
Subtotal	56	22	17	$22,894	$0	$22,900
Task 5 – Water and Wastewater System Master Plan Amendments						
Update Draft Master Plan reports	20	12	6	$9,337	$0	$9,337
Prepare Final Master Plan reports	8	4	2	$3,372	$0	$3,372
Subtotal	28	16	8	$12,709	$0	$12,700
Task 6 – CEQA Support						
Review project descriptions	8	8	4	$5,188	$0	$5,188
Review administrative draft EIR	8	8	4	$5,188	$0	$5,188
Participate in two (2) conference calls	4	4	4	$3,266	$0	$3,266
Attend CEQA/IWRMP Adotion Hearing			4	$1,344	$0	$1,344
Subtotal	20	20	16	$14,984	$0	$15,000
TOTAL:	**176**	**98**	**62**	**$83,084**	**$0**	**$83,100**

Notes:

(1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:

a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.

b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.

c. Rented vehicles, local public transportation and taxis, travel and subsistence.

d. Special fees, insurance, permits, and licenses applicable to the work.

e. Outside computer processing, computation, and proprietary programs purchased for the work.

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH DE NOVO PLANNING GROUP

TO PREPARE AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE INTEGRATED WATER RESOURCES MASTER PLAN CIP PW 22-19 (WATER) AND CIP WW 22-24 (WASTEWATER AND RECYCLED WATER)

THIS AGREEMENT, dated for convenience this **12th day of August, 2024** is by and between **De Novo Planning Group** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **$17,800,** for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 12, 2024,** and it shall terminate no later than **June 30, 2025.**

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business

hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Steve McMurtry, Principal.** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

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

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

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

(a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars ($1,000,000). In the alternative,

CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars ($2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any

term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the

telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Department of Public Works 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7430 FAX: (209) 941-7449
To Consultant:	De Novo Planning Group 1020 Suncast Lane, Suite 106 El Dorado Hills, CA 95762 Phone: (916) 580-9818

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference

incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of

this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

CITY OF LATHROP – TO PREPARE AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE INTEGRATED WATER RESOURCES MASTER PLAN, CIP PW 22-19 AND CIP WW 22-24

Approved as to Form:

City of Lathrop
City Attorney

7.27.2021

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762

Fed ID # **26-2962235**
Business License # **20512**

Signature Date

Print Name and Title

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

July 18, 2024

Greg Gibson, Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

SUBJECT: **Proposal to prepare an Addendum to the Environmental Impact Report for the Integrated Water Resources Master Plan.**

Dear Mr. Gibson,

Thank you for the opportunity to submit a proposal for the above referenced project. De Novo understands that the City is interested in completing a comprehensive amendment to the IWRMP, concurrently with the preparation of the City's 2020 Urban Water Management Plan (UWMP). The existing IWRMP, which includes the City's Water System Master Plan, Wastewater System Master Plan, and Recycled Water System Master Plan, was completed by EKI in December 2018 and approved by the City Council in December 2019 after a California Environmental Quality Act (CEQA) environmental review process prepared by De Novo.

Since the IWRMP was completed, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP. An update to the City's unit water demand factors and water demand projections were completed in July 2020 to support the River Islands Phase 2 development Water Supply Assessment. The updated demand evaluation was based on the City's water use patterns observed since the 2014-2017 drought and updated development projections, which have changed most significantly in the River Islands development area. The updated analysis projected a significantly lower future water demand compared to the IWRMP, which was based on the City's pre-drought water use patterns.

The City's water supply reliability and water supply infrastructure investments need to be reassessed based on these updated demand projections and the water supply issues that have emerged since the 2018 IWRMP was developed. For example, in recent years, the City has experienced water quality issues with its groundwater supply associated with the nearby former Occidental Chemical Corporation remediation site and detections of and new regulations associated with per- and polyfluoroalkyl substances (PFAS). These water quality issues have affected the reliability of existing supply wells and have affected plans for a new supply well and water treatment plant at the Well 21 site. South San Joaquin Irrigation City (SSJID), the wholesaler that supplies the City's imported surface water, is also developing updated supply reliability estimates as part of its 2020 UWMP, which may impact the City's future reliance on the SSJID supply, especially in light of the Bay Delta Plan and Settlement Negotiations.

Additionally, the City is currently moving forward with permitting and infrastructure planning associated with a River Discharge Permit to dispose of treated wastewater in the San Joaquin River and is seeking to be enrolled under the General Order for Recycled Water Use. These changes affect the operations and infrastructure needed for the City's wastewater effluent disposal and recycled water distribution systems. Evaluations completed to support these efforts need to be incorporated into the amended IWRMP.

As part of the IWRMP amendment, the City will update and recalibrate the City's water, wastewater, and recycled water hydraulic models to incorporate recent infrastructure improvements and system expansions, update demand and flow projections, and current operational strategies. Based on updated hydraulic evaluations, the

City's capital improvement program (CIP) for each system will be amended. The City will also update the existing tracking tool database to track available water supply, wastewater treatment, and wastewater disposal capacity for each developer.

Based on the information that you provided on a phone call and via email, we have prepared the enclosed scope of work for this project. We anticipate that the existing certified EIR has sufficiently analyzed the IWRMP, and that the modifications that are proposed to the IWRMP will not meet the conditions triggering a subsequent or supplemental EIR. More specifically, we understand that the modifications are minor technical changes or additions necessary to reflect the updated IWRMP, but that those changes to not result in increased environmental impacts beyond what was disclosed in the certified EIR. The total cost for the work is estimated to be **$17,800**.

We truly appreciate being considered for this project and trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818 or smcmurtry@denovoplanning.com.

Sincerely,

Steve McMurtry, Principal
DE NOVO PLANNING GROUP, INC.

TASK 1: PROJECT INITIATION

To kick off the project the De Novo team will perform the following:

- Conference Call with City Staff,
- Collect relevant background documents (adopted documents, reports, and studies),
- Prepare/refine project work scope and schedule.

TASK 2: PREPARE PROJECT DESCRIPTION

De Novo will prepare a detailed project description including text and graphics that reflect the changes to the previously approved project. We anticipate that the Project Description will include modifications to the IWRMP as described in the above cover letter.

We anticipate that the City, or the City's consultant (EKI) will provide maps/plans with a detailed description of the changes/modifications to the IWRMP. We will utilize both to prepare the project description. We will utilize the information provided to prepare a project description for use in the Addendum.

Deliverables: One (1) electronic copy of the Addendum Description, in MS Word format.

TASK 3: EIR ADDENDUM

De Novo will prepare an EIR Addendum in an administrative draft form for the City staff to review. We do not anticipate the need to prepare an initial study; therefore, this scope does not include the preparation of an initial study within the scope of work. The EIR Addendum will include the following:

- Introduction
    - Background and Purpose of the EIR Addendum
    - Basis for Decision to Prepare an EIR Addendum
    - Organization and Scope of the Addendum
    - Intended Uses of the Addendum
- Project Description
    - Proposed Project
    - Reference Materials
- Environmental Analysis
    - Aesthetics
    - Agricultural resources
    - Air quality
    - Biological resources
    - Cultural resources

- Geology and soils
- Greenhouse gases
- Hazards
- Hydrology/water quality
- Land use planning
- Mineral resources
- Noise
- Public services
- Recreation
- Transportation
- Utilities

The environmental analysis listed above is a cursory-level of analysis that is based on the environmental effects associated with the project modifications. We do not anticipate the need to prepare any technical studies to address the project modifications. The full EIR Addendum is anticipated to be between 25 and 50 pages in total.

Deliverables: One (1) electronic copy of the Admin Draft EIR Addendum, in MS Word and PDF format.

*** (Note: It is our expectation that City staff will be responsible for distribution of the EIR Addendum as appropriate, including filings/posting. Additionally, it is our expectation that the Applicant will be responsible for payment of any fees necessary for filings/postings.)***

TASK 4: PUBLIC MEETINGS

De Novo will attend one (1) public meeting/hearing, which include the following:

- one (1) Public Hearing at City Council

The intent of our attendance at this public meeting would be to be available to answer any questions relative to the CEQA process. We anticipate that the City and or development team would be responsible for presentation of the actual project details.

TASK 5: PROJECT ADMINISTRATION/MANAGEMENT

This task includes the costs associated with administration/management of the project and contract, as well as the coordination with City staff, and consultants.

ASSUMPTIONS

This proposal is based on the following assumptions. We propose to prepare the environmental documents based on the body of statutes, guidelines, and case law that are in affect at the time the contract is executed. Any significant revision to the project description after the agency approves the project description is considered outside of the scope of this proposal. Any additional work that is requested by the agency that is outside of the scope of this proposal may require a contract amendment. Additional meetings not identified in this proposal are

outside of the scope, but can be accommodated on a time and materials basis. We anticipate timely cooperation with the client, lead agency staff, and other responsible agency staff. If work is halted or delayed for thirty (30) days or more, De Novo will be reimbursed for costs to date and the time required to re-familiarize staff with the project. In the event that the environmental document receives a legal challenge, De Novo will provide assistance to the legal defense on a time and materials basis.

ITEM 4.12

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD ADDITIONAL SCOPE OF WORK TO D.L. FALK CONSTRUCTION FOR THE POLICE EVIDENCE BUILDING, CIP GG 21-13**

RECOMMENDATION: **Adopt Resolution Awarding Additional Scope of Work to D.L. Falk Construction for the Police Evidence Building, CIP GG 21-13**

SUMMARY:

The City of Lathrop is currently under contract with D.L. Falk Construction (D.L. Falk) for construction of Capital Improvement Project (CIP) GG 21-13 Lathrop Police Evidence Building (Project).

Installation of additional security measures were required for the Evidence Building. The City therefore requested and received from D.L. Falk Proposed Change Orders (PCOs) for the additional security work to be installed or constructed, summarized below in Table 1.

The cost for D.L. Falk to construct the security improvements is $147,772. The authorized construction contingency has been exhausted, leaving insufficient funds to complete the remaining work on the Project. Therefore, staff requests City Council approve the award of the additional scope of work for $147,772 to D.L. Falk for the installation of the necessary security measures and approve the increase of the construction contract budget for the Project to $6,191,172.

BACKGROUND:

On June 12, 2023, City Council awarded a construction contract to D.L. Falk for $5,494,000, with a 10% contingency of $549,400, for a total contract budget of $6,043,400. The Project improvements included the construction of the Police Evidence Building and adjacent frontage and hardscape improvements.

Additional security measures for the Evidence Building are needed, consisting of additional steel fencing, concrete flatwork, power and data wiring and crash-rated vehicle bollards. The steel fencing will provide a secondary layer of impediment to unauthorized entry, while the bollards will prevent the use of a vehicle to force entry into the building. Additional power and data wiring will expand the network of electronic locking and alarm coverage for this building, which is subject to Homeland Security requirements for secured public facilities.

The installation of the additional security measures is exempt from bidding as another contract would interfere with D.L. Falk's originally awarded scope of work.

Staff therefore requested and received from D.L. Falk Proposed Change Orders (PCOs) to construct the additional security measures for a cost of $147,772.

The Project's contingency has been exhausted, leaving insufficient funds to pay for the remaining work on the Project. Therefore, staff requests City Council approve the award of the additional scope of work for $147,772 to D.L. Falk for the installation of the additional security measures and approves the budget amendment to increase D.L. Falk's construction contract for the Project to $6,191,172. Table 1 below provides a summary of the PCOs for the additional security work for which funding is requested.

TABLE 1: PCOs for Additional Security Measures

PCO #	DESCRIPTION	TOTAL
14	Add Mow Curb	$18,629.78
34	Bullet Guard	$8,894.46
39	Ornamental Steel Fence and Gates	$71,594.16
43	Bollard Paint Work	$2,265.24
47	T&M Tag Work by West Valley Concrete	$26,387.41
49	Additional Fencing	$4,898.22
50	Add Angle Iron and Keedex Lock Boxes	$1,039.29
51	Add Gate Operator, Components and Expanded Metal	$14,062.53
	Requested Total Award	**$147,772.00**

REASON FOR RECOMMENDATION:

Approving the additional contract funding will allow D.L. Falk to construct the remainder of the Project.

FISCAL IMPACT:

The cost for D.L. Falk to construct the security improvements is $147,772. The authorized 10% construction contingency of $549,400 has been exhausted, leaving insufficient funds for D.L. Falk's contract. Therefore, staff requests City Council approve the award of the additional scope of work for $147,772 to D.L. Falk for the installation of the necessary security measures and approve the increase of the construction contract budget for the Project to $6,191,172. CIP GG 21-13 has sufficient funding to pay for the additional scope of work described in the subject PCOs.

ATTACHMENTS:

A. Resolution Awarding Additional Scope of Work to D.L. Falk Construction for Police Evidence Building, CIP GG 21-13

B. Proposed Change Orders 14, 34, 39, 43, 47, 49, 50, and 51.

APPROVALS:

Steven Hollenbeak — 8.2.24
Steven Hollenbeak
Assistant Engineer
Date

Ken Reed — 8-2-24
Ken Reed
Senior Construction Manager
Date

Brad Taylor — 8/2/2024
Brad Taylor
City Engineer
Date

Cari James — 8/5/2024
Cari James
Director of Finance
Date

Michael King — 8.5.2024
Michael King
Assistant City Manager
Date

Salvador Navarrete — 8.5.2024
Salvador Navarrete
City Attorney
Date

Stephen J. Salvatore — 8.5.24
Stephen J. Salvatore
City Manager
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING ADDITIONAL SCOPE OF WORK TO D.L. FALK CONSTRUCTION FOR POLICE EVIDENCE BUILDING, CIP GG 21-13

WHEREAS, the City of Lathrop is currently under contract with D.L. Falk Construction (D.L. Falk) for construction of Capital Improvement Project (CIP) GG 21-13, Police Evidence Building (Project); and

WHEREAS, the improvement plans completed in 2023 consist of the construction of an Evidence Building and adjacent frontage and hardscape improvements for the Lathrop Police Department; and

WHEREAS, City Council awarded a construction contract to D.L. Falk for $5,494,000, and approved a 10% contingency of $549,400, for a total contract budget of $6,043,400; and

WHEREAS, as the Project nears completion, additional security measures were required to be installed, including fencing and gates, additional alarm monitors, vehicle bollards and other security-related items; and

WHEREAS, staff requested from and received Proposed Change Orders (PCOs) 14, 34, 39, 43, 47, 49, 50, and 51 from D.L. Falk to construct the additional security measures for a total of $147,772; and

WHEREAS, the installation of the additional security measures is exempt from bidding as another contract would interfere with D.L. Falk's originally awarded scope of work; and

WHEREAS, the Project's construction contingency has been exhausted, leaving insufficient project funding to pay for the remaining work on the Project; and

WHEREAS, staff therefore requests City Council approve the award of the additional scope of work for $147,772 to D.L. Falk for the installation of the additional security measures and approves the budget amendment to increase D.L. Falk's construction contract for the Project to $6,191,172.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the award of the additional scope of work as listed in PCOs 14, 34, 39, 43, 47, 49, 50, and 51 to D.L. Falk for the installation of the additional security measures and approves the budget amendment to increase D.L. Falk's construction contract for the Project to $6,191,172.

The foregoing resolution was passed and adopted this 12th day of August 2024, 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

PCO #014

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #014: CE #015 - Added Mow Curb

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	014 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Ken Reed **(City of Lathrop)**	**CREATED BY:**	Amber Scalisi **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/6/2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$18,629.78

POTENTIAL CHANGE ORDER TITLE: CE #015 - Added Mow Curb

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #015 - Added Mow Curb
Cost for Added Mow Curb 60' and 1200sf apron/curbs.

ATTACHMENTS:
Corp Yard COR-1.pdf

#	Budget Code	Description	Amount
1	03-030200.S Concrete		$17,575.27
		Subtotal:	**$17,575.27**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$878.76
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$175.75
		Grand Total:	**$18,629.78**

D.L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work. This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or re-designing of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

Eric Wohle (LDA Partners, Inc.)

City of Lathrop
390 Towne Center Drive
Lathrop, California 95330

D.L. Falk Construction Inc.
3526 Investment Boulevard
Hayward, California 94545

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

PCO #034

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #034: CE #047 - Added Bullet Guard Bullet Resistant Panels

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	034 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Carlos Moreno **(New West Partitions)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/9/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$8,894.46

POTENTIAL CHANGE ORDER TITLE: CE #047 - Added Bullet Guard Bullet Resistant Panels

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #047 - Added Bullet Guard Bullet Resistant Panels
Materials and labor to install added Bullet Guard bullet resistant panels at Room115 South Wall and Room 115 West Wall (W4.2 and W6.4 wall types)

ATTACHMENTS:
NWP - COR #01 R1 Added Drywall work 2024.04.08.pdf

#	Budget Code	Description	Amount
1	09-090290.S Gypsum		$8,391.00
		Subtotal:	**$8,391.00**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$419.55
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$83.91
		Grand Total:	**$8,894.46**

D..L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

Eric Wohle (LDA Partners, Inc.)

SIGNATURE **DATE**

City of Lathrop
390 Towne Center Drive
Lathrop, California 95330

SIGNATURE **DATE**

D.L. Falk Construction Inc.
3526 Investment Boulevard
Hayward, California 94545

SIGNATURE **DATE**

PCO #039

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #039: CE #055 - Added Fence and Gates

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	039 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Mo Guzman Carrillo **(All Steel Fence, Inc.)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	5/8/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$71,594.16

POTENTIAL CHANGE ORDER TITLE: CE #055 - Added Fence and Gates

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #055 - Added Fence and Gates
Add for Fence and Gates:
• Provide and install 244 LF of 8' high black powder coated commercial 3-rail Secure Weld Plus style ornamental iron fence.
• Provide and install one 6 wide x 8' high black powder coated commercial 3-rail Secure Weld Plus style ornamental iron single swing gate system with standard hardware.
• Provide and install one 7' wide x 8' high black powder coated commercial 3-rail Secure Weld Plus style ornamental iron single swing gate system with standard hardware.
• Provide and install one 17' wide x 8' high black powder coated commercial 3-rail Secure Weld Plus style ornamental iron single slide gate system with standard hardware.

ATTACHMENTS:
D.L. Falk Construction - Job#202302 City of Lathrop Corporation Yard - Cost Change Proposal - Added Fence and Gates - 5 3 2024.pdf

#	Budget Code	Description	Amount
1	32-323117.S Fencing		$67,541.66
		Subtotal:	**$67,541.66**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$3,377.08
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$675.42
		Grand Total:	**$71,594.16**

PCO #043

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #043: CE #060 - Bollard Paint Work

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	043 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Joel Ostrander **(Valdez Painting)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	6/4/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$2,265.24

POTENTIAL CHANGE ORDER TITLE: CE #060 - Bollard Paint Work

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #060 - Bollard Paint Work
VPI to etch, prime and paint (16) bollards. Color to match canopy.

ATTACHMENTS:
VPI COR 1 - Bollard Painting 2024.06.03.pdf

#	Budget Code	Description	Amount
1	09-090900.S Painting		$2,137.02
		Subtotal:	**$2,137.02**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$106.85
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$21.37
		Grand Total:	**$2,265.24**

D..L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

Eric Wohle (LDA Partners, Inc.)

City of Lathrop
390 Towne Center Drive
Lathrop, California 95330

D.L. Falk Construction Inc.
3526 Investment Boulevard
Hayward, California 94545

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

PCO #047

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #047: CE #064 - T&M Tag Work by West Valley Concrete

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	047 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Larry Grissom **(West Valley Concrete)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/9/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	15 days	**PAID IN FULL:**	No
EXECUTED:	Yes	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$26,387.41

POTENTIAL CHANGE ORDER TITLE: CE #064 - T&M Tag Work by West Valley Concrete

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #064 - T&M Tag Work by West Valley Concrete
Miscellaneous additional work items per the request of the owner in the field.

ATTACHMENTS:
Corp Yard COR-3 T&M Tag Work.pdf

#	Budget Code	Description	Amount
1	03-030200.S Concrete		$24,893.78
		Subtotal:	**$24,893.78**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$1,244.69
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$248.94
		Grand Total:	**$26,387.41**

D..L. Falk Construction, Inc requests an extension to our contract by 15 working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

Eric Wohle (LDA Partners, Inc.)

City of Lathrop
390 Towne Center Drive
Lathrop, California 95330

D.L. Falk Construction Inc.
3526 Investment Boulevard
Hayward, California 94545

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

PCO #049

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #049: CE #067 - Add Ornamental Iron Fence and Gates

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	049 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Mo Guzman Carrillo **(All Steel Fence, Inc.)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/26/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$4,898.22

POTENTIAL CHANGE ORDER TITLE: CE #067 - Add Ornamental Iron Fence and Gates

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #067 - Add Ornamental Iron Fence and Gates
Ornamental Iron Fence and Gate:
- Provide and install 16 LF of 8' high black powder coated commercial 3-rail ornamental iron fence.
- Provide and install one 4' wide x 8' high black powder coated commercial 3-rail ornamental iron single swing gate system with standard fork latch.

ATTACHMENTS:
D.L. Falk Construction - Job#202302 City of Lathrop Corporation Yard - Cost Change Proposal - Add for Ornamental Iron Fence and Gate -7 25 2024.pdf

#	Budget Code	Description	Amount
1	32-323117.S Fencing		$4,618.78
		Subtotal:	**$4,618.78**
		Labor Markup (15.00% Applies to Labor and Owner Cost.):	$0.00
		Material Markup (10.00% Applies to Materials and Owner Cost.):	$0.00
		Equipment Markup (10.00% Applies to Equipment and Owner Cost.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment and Owner Cost.):	$230.94
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$48.50
		Grand Total:	**$4,898.22**

D..L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

Eric Wohle (LDA Partners, Inc.)

SIGNATURE **DATE**

City of Lathrop
390 Towne Center Drive
Lathrop, California 95330

SIGNATURE **DATE**

D.L. Falk Construction Inc.
3526 Investment Boulevard
Hayward, California 94545

SIGNATURE **DATE**

PCO #050

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #050: CE #068 - Add for Angle Iron and Keedex Lock Boxes

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	050 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Mo Guzman Carrillo **(All Steel Fence, Inc.)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/26/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$1,039.29

POTENTIAL CHANGE ORDER TITLE: CE #068 - Add for Angle Iron and Keedex Lock Boxes

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #068 - Add for Angle Iron and Keedex Lock Boxes
Angle Iron:
Provide and install one each 4" x 4" x ¼" x 1 0' piece of angle iron to be welded to existing trash enclosure cover.

Keedex Lock Boxes:
- Provide and install two each Keedex lock boxes in existing gates.

ATTACHMENTS:
D.L. Falk Construction - Job#202302 City of Lathrop Corporation Yard - Cost Change Proposal - Add for Angle Iron and Keedex Lock Boxes -7 25 2024.pdf

#	Budget Code	Description	Amount
1	32-323117.S Fencing	Angle Iron Cost	$380.00
2	32-323117.S Fencing	Keedex Lock Boxes	$600.00
		Subtotal:	**$980.00**
		Labor Markup (15.00% Applies to Labor.):	$0.00
		Material Markup (10.00% Applies to Materials.):	$0.00
		Equipment Markup (10.00% Applies to Equipment.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment, Owner Cost, and Other.):	$49.00
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$10.29
		Grand Total:	**$1,039.29**

D..L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

PCO #051

D.L. Falk Construction, Inc.
3526 Investment Boulevard
Hayward, California 94545
Phone: (510) 887-6500

Project: 202302 - Lathrop Property & Evidence Building
2112 E. Louise Ave.
Lathrop, California 95330

Prime Contract Potential Change Order #051: CE #069 - Add Gate Operator, Components and Expanded Metal

TO:	City of Lathrop 390 Towne Center Drive Lathrop, California 95330	**FROM:**	D.L. Falk Construction Inc. 3526 Investment Boulevard Hayward, California 94545
PCO NUMBER/REVISION:	051 / 0	**CONTRACT:**	1 - Prime Contract
REQUEST RECEIVED FROM:	Mo Guzman Carrillo **(All Steel Fence, Inc.)**	**CREATED BY:**	Rafael Mercado **(D.L. Falk Construction Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/26/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	TBD	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$14,062.53

POTENTIAL CHANGE ORDER TITLE: CE #069 - Add Gate Operator, Components and Expanded Metal

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #069 - Add Gate Operator, Components and Expanded Metal
Gate Operator, Components and Expanded Metals -
•Provide and install one Max Rhino 5500 slide gate operator.
•Provide and install two each LiftMaster safety edges.
•Provide and install one each photo eye.
•Provide and install one each keypad pedestal
•Provide and install one Knox Rapid Entry 3502 key switch.
•Provide and install expanded metal panels on existing gate and the fence that the gate will slide by

ATTACHMENTS:
D.L. Falk Construction - Job#202302 City of Lathrop Corporation Yard - Cost Change Proposal - Add for Gate Operator, Components, and Expanded Metal -7 25 2024.pdf

#	Budget Code	Description	Amount
1	32-323117.S Fencing		$13,260.29
		Subtotal:	**$13,260.29**
		Labor Markup (15.00% Applies to Labor.):	$0.00
		Material Markup (10.00% Applies to Materials.):	$0.00
		Equipment Markup (10.00% Applies to Equipment.):	$0.00
		Subcontractor Markup (5.00% Applies to Commitment, Owner Cost, and Other.):	$663.01
		Bond Cost (1.00% Applies to Labor, Equipment, Materials, Commitment, and Owner Cost.):	$139.23
		Grand Total:	**$14,062.53**

D..L. Falk Construction, Inc requests an extension to our contract by TBD working days to perform the above referenced work.This time extension is an estimation only to perform the installation of the work noted above and does not include any related time impacts resulting from the approval process, material procurement, or redesigning of work. When an accurate and complete time impact can be realized, DL Falk reserves its rights for costs related to extended general conditions for that duration in its entirety.

PAGE LEFT INTENTIONALLY BLANK

ITEM 4.13

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF CIP PS 23-18 MCKINLEY AVENUE PAVEMENT REHABILITATION, APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT**

RECOMMENDATION: **Adopt Resolution to Award a Construction Contract to Consolidated Engineering, Inc. for Construction of CIP PS 23-18 McKinley Avenue Pavement Rehabilitation, to Approve Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement**

SUMMARY:

On April 10, 2023, City Council approved the creation of Capital Improvement Project (CIP) PS 23-18 McKinley Avenue Pavement Rehabilitation (Project) to repair the deteriorated pavement surface on McKinley Avenue from Louise Avenue to Yosemite Avenue. The scope of work entails reconstructing the road's structural section, wearing course, and installation of new striping.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 8, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened eleven (11) bids on August 1, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Consolidated Engineering, Inc. (Consolidated Engineering) with a bid of $1,093,858.

Staff requests City Council award a construction contract to Consolidated Engineering for construction of the Project in the amount of $1,093,858 and authorize a 15% construction contingency of $164,080 for a total construction budget of $1,257,938.

The City was approved to receive $1,580,391 of federal funds for construction of the Project. The California Department of Transportation (Caltrans) requires the execution of a Program Supplement Agreement (PSA) for the City to be eligible to receive this federal funding. The City received PSA No. F013 (Attachment C) that must be executed prior to requesting reimbursement of federal funding.

Staff requests City Council approve PSA No. F013 with Caltrans and authorize City Manager to execute the PSA for reimbursement of federal funds toward the Project. In addition, staff requests City Council approval of budget amendments to recognize and transfer Federal Grant Funds (2150) of $1.1 million and Local Transportation Funds (2140) of $200 thousand to CIP Project Fund (3310).

BACKGROUND:

Through field observations and utilizing the City's Pavement Management System, staff assessed and determined the need to rehabilitate McKinley Avenue from Louise Avenue to Yosemite Avenue. The segment of McKinley Avenue from Lathrop Road to Louise Avenue does not require maintenance at this time.

On April 10, 2023, City Council created CIP PS 23-18 to repave McKinley Avenue from Louise Avenue to Yosemite Avenue. The Project construction consists of removing the existing asphalt and replacing 6" of Hot-Mix-Asphalt over 13" of Class 2 Aggregate Base on prepared subgrade, and installing new signing and striping.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 8, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Eleven (11) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
Consolidated Engineering, Inc.	$ 1,093,857.85
Rapid Grading Services	$ 1,195,763.48
George Reed, Inc.	$ 1,297,754
DSS Company dba Knife River Construction	$ 1,315,696
Dirt Dynasty, Inc.	$ 1,370,475
Tracy Grading & Paving, Inc.	$ 1,385,925
Mountain Cascade, Inc.	$ 1,390,690
A.Teichert & Son, Inc. dba Teichert Construction	$ 1,556,000
QA Constructors, Inc.	$ 1,668,090
Bay Cities Paving & Grading, Inc.	$ 1,861,710.50
United Pavement Maintenance, Inc.	$ 1,899,580

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Consolidated Engineering. Staff requests City Council adopt a resolution to award a construction contract to Consolidated Engineering for construction of the Project in the amount of $1,093,858 and authorize a 15% construction contingency of $164,080 for a total construction budget of $1,257,938.

In January 2024, the City of Lathrop applied for federal funding under the Federal Transportation Improvement Program (FTIP) and received authorization of funds in the amount of $1,580,391 toward construction of CIP PS 23-18. Caltrans requires the execution of a PSA specific to each Federal-Aid project for local agencies to be eligible to receive the approved federal funds. The PSA outlines the standards and procedures to be followed by administering agencies when requesting reimbursement of corresponding federal funding.

Staff is requesting that City Council approve PSA No. F013 with Caltrans and authorize City Manager to execute the Agreement for reimbursement of federal funds towards the Project.

REASON FOR RECOMMENDATION:

Construction of McKinley Avenue Pavement Rehabilitation, CIP PS 23-18, is needed to repair the existing pavement deficiencies such as cracks, potholes, faded striping, and to increase motorists' safety along the McKinley Avenue corridor.

Caltrans requires all local agencies to execute a project-specific PSA to be eligible for reimbursement of project costs with federal funds. The City Manager is designated as the representative authorized to sign on behalf of the City.

FISCAL IMPACT:

The City is authorized to receive $1,580,391 in federal funding with a required local match of 11.47%, or $181,270. Currently, CIP PS 23-18 McKinley Avenue Pavement Rehabilitation has a project budget of $1.4 million. A budget amendment will be needed to move a portion of the funding from Local Transportation Funds (2140) to Federal Grant Fund (2150) as follows:

<u>Increase Revenue</u>	
2140-8000-332-0500	$200,000
2150-8000-331-0500	$1,100,000
<u>Increase Transfer Out</u>	
2140-9900-990-9010	$200,000
2150-9900-990-9010	$1,100,000

Increase Transfer In		
2140-393-0000	PS 23-18	$200,000
2150-393-0000	PS 23-18	$1,100,000

ATTACHMENTS:

A. Resolution to Award a Construction Contract to Consolidated Engineering, Inc. for Construction of CIP PS 23-18 McKinley Avenue Pavement Rehabilitation, to Approve Budget Amendment, to Approve a Program Supplement Agreement with Caltrans, and to Authorize the City Manager to Execute the Agreement

B. Construction Contract with Consolidated Engineering, Inc. for Construction of McKinley Avenue Pavement Rehabilitation, CIP PS 23-18

C. Program Supplement Agreement No. F013 to Administering Agency-State Agreement for Federal-Aid Projects No. 10-5456F15

APPROVALS:

Angel Abarca
Assistant Engineer — 8-5-2024 Date

Ken Reed
Senior Construction Manager — 8-5-2024 Date

Brad Taylor
City Engineer — 8/5/2024 Date

Cari James
Director of Finance — 8/5/2024 Date

Michael King
Assistant City Manager — 8.5.2024 Date

Salvador Navarrete
City Attorney — 8.5.2024 Date

Stephen J. Salvatore
City Manager — 8.6.24 Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF CIP PS 23-18 MCKINLEY AVENUE PAVEMENT REHABILITATION, TO APPROVE BUDGET AMENDMENT, TO APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND TO AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on April 10, 2023, City Council approved the creation of Capital Improvement Project (CIP) PS 23-18 for McKinley Avenue Pavement Rehabilitation (Project) to repair the deteriorated pavement surface on McKinley Avenue from Louise Avenue to Yosemite Avenue; and

WHEREAS, the scope of work entails reconstructing the road's structural section, wearing course, and the installation of new striping; and

WHEREAS, the scope of work consists of a full-reconstruction pavement treatment that will use the existing pavement section material as the base for the new roadway-wearing surface; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on July 8, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, eleven (11) bids were received and opened on August 1, 2024; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Consolidated Engineering, Inc. (Consolidated Engineering) with a bid of $1,093,858; and

WHEREAS, staff requests City Council award a construction contract to Consolidated Engineering for the construction of CIP PS 23-18 in the amount of $1,093,858 and authorize a 15% construction contingency of $164,080 for a total construction budget of $1,257,938; and

WHEREAS, on January 2024, the City of Lathrop applied for federal funding under the Federal Transportation Improvement Program and received authorization of funds for $1,580,391 towards construction of CIP PS 23-18; and

WHEREAS, the California Department of Transportation (Caltrans) requires the execution of a Program Supplement Agreement (PSA) specific to each Federal-Aid project for local agencies to be eligible to receive federal funds; and

WHEREAS, the PSA outlines the standards and procedures to be followed by administering agencies when requesting for reimbursement of federal funds; and

WHEREAS, the City received the PSA No. F013 that will need to be approved and signed by a representative on the City's behalf; and

WHEREAS, staff requests City Council approve the PSA No. F013 with Caltrans and authorize City Manager to execute the Agreement for reimbursement of federal funds toward CIP PS 23-18; and

WHEREAS, the City is authorized to receive $1,580,391 in federal funding with a required local match of 11.47%, or $181,270. Currently, CIP PS 23-18 McKinley Avenue Pavement Rehabilitation has a project budget of $1.4 million. A budget amendment will be needed to move a portion of the funding from Local Transportation Funds (2140) to Federal Grant Fund (2150) as follows:

Increase Revenue		
2140-8000-332-0500		$200,000
2150-8000-331-0500		$1,100,000
Increase Transfer Out		
2140-9900-990-9010		$200,000
2150-9900-990-9010		$1,100,000
Increase Transfer In		
2140-393-0000	PS 23-18	$200,000
2150-393-0000	PS 23-18	$1,100,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Consolidated Engineering, Inc. for construction of CIP PS 23-18 McKinley Avenue Pavement Rehabilitation for a cost of $1,093,858; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of $164,080 for a total construction budget of $1,257,938 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 hereby approves a budget amendment to recognize and transfer Federal Grant Funds (2150) of $1.1 million and Local Transportation Funds (2140) of $200 thousand to CIP Project Fund (3310); and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves the Program Supplement Agreement No. F013 with Caltrans and authorizes the City Manager to execute the Agreement for reimbursement of federal funds toward the McKinley Avenue Pavement Rehabilitation, CIP PS 23-18.

The foregoing resolution was passed and adopted this 12th day of August 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **August 12, 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Consolidated Engineering, Inc.** (Contractor), whose Taxpayer Identification Number is _____.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.

2. General Scope of Project and Work. Construction Documents for **McKinley Avenue Pavement Rehabilitation, CIP PS 23-18** (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 is generally described as, but not necessarily limited to: removal and replacement of 6" of Hot-Mix-Asphalt (HMA) over 13" of Class 2 Aggregate Base (AB) on prepared subgrade, and installation of new signing and striping on McKinley Ave from Louise Ave to Yosemite Ave.

   The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

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

   Base Bid Total: $1,093,858.

3. Construction Documents. This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by _Consolidated Engineering, Inc. on August 1, 2024.

   For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.

6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract.

   A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in

the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tire to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

b) Express Condition Precedent to Payment of Contact 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 Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

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

a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.

f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars ($100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:

(1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;

(2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;

(3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;

(4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.

(5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;

(6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;

(7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

(8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;

(9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

(10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;

(11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

(12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.

12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.

13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.

14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.

15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

(209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

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.

(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 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

(19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).

(20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.

(21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

(22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.

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

(24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.

(25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

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

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

YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	52000-	52000-
2	Traffic Control	1	LS	117000-	117000-
3	Lower and Raise Valve Covers	2	EA	2500-	5000-
4	Lower and Raise Monument Covers	2	EA	2500-	5000-
5	Grind Out and Dispose 3" AC	112,900	SF	.50	56450-
6	Digouts as Shown Per Plans	2,500	SF	10.80	27000-
7	Place HMA @ 3" Depth / Single Lifts	3,550	TON	105.50	374525-
8	Install Tensar 8502 GlasGrid	68,400	SF	1.40	95760-
9	Shoulder Backing	815	TON	44-	35860-
10	Thermoplastic Striping - Caltrans Standard Detail 22	3,430	LF	4.47	15332.10
11	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 27B	8,175	LF	2.10	17167.50
12	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 38	1,120	LF	3.42	3830.40
13	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 39	5,515	LF	2.10	11581.50
14	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 39A	610	LF	2.10	1281-
15	Thermoplastic Striping -8" White/Yellow Line Diagonal	300	LF	3.16	948-
16	Methyl methacrylate (MMA) Green Enhancement	2,460	SF	12.50	30750-
17	Thermoplastic Striping -12" White Line	75	LF	12-	900-
18	Thermoplastic Striping -Yield Line	15	LF	51-	765-
19	Thermoplastic Marking -Type I Arrow (24') (Thru)	2	EA	327-	654-
20	Thermoplastic Marking -Type IV Arrow (Left or Right)	17	EA	326-	5542-
21	Thermoplastic Marking - BIKE LANE, ONLY BUS, STOP	9	EA	368-	3312-
22	Insert Blue RPM @ Fire Hydrant	5	EA	52-	260-
23	Signage as Shown per Plans	1	LS	31950-	31950-

TOTAL BASE BID: 892,868.50

TOTAL BASE BID IN WORDS: EIGHT HUNDRED NINTY TWO THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 50 CENTS

ATTACHMENT "C"

PROGRAM SUPPLEMENT NO. F013
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5456F15

Adv. Project ID
1024000043

Date: July 10, 2024
Location: 10-SJ-0-LTRP
Project Number: STPL-5456(022)
E.A. Number:
Locode: 5456

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 04/23/2020 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: In Lathrop, McKinley Ave from Louise Ave to Yosemite Ave

TYPE OF WORK: Pavement Rehabilitation **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y240	$1,580,391.00	LOCAL		OTHER
$1,785,172.25			$204,781.25		$0.00

CITY OF LATHROP

By _____
Title **Stephen J. Salvatore, City Manager**
Date _____
Attest _____
Title **Teresa Vargas, City Clerk**
Date _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Wendy Ip **Date** 07/11/2024 $1,580,391.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. 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.
B. 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);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM:	**AWARD THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT**
RECOMMENDATION:	**Adopt Resolution Awarding Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc., and Approving Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Services to the Building Department**

SUMMARY:

Construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, has seen a significant increase in the Building Department, with an influx in permit submittals that require plan review. To efficiently manage the workload for plan review, and ensure timely service delivery, the Department relies on external professional consulting services for Plan Review Services, Building Inspection Services, and Permitting Services.

In order to streamline operations and enhance service quality in the Building Department, Staff is requesting City Council approve the following:

- Award three (3) Master Professional Consulting Service Agreements, each with an initial term of one (1) year to the following Consulting Agencies:
  - 4LEAF, Inc.
  - BPR Consulting Group LLC
  - TRB and Associates, Inc.
- Approve three (3) Task Orders for each agreement. These agreements will cover the following services:
  1. **Plan Review Services** – Comprehensive review of construction plans to ensure compliance with Building Codes and Regulations
  2. **Building Inspection Services** – As-Needed, On-Site Inspections to verify compliance with Approved Plans and Applicable Codes during various stages of construction
  3. **Permitting Services** – As-Needed, On-Site Permitting Services to complete assigned projects and tasks in the Building Department

By establishing these agreements, the City can effectively coordinate the increased plan review workload, allowing for flexibility in scaling services based on the Department's and the Consultants' workloads and project demands. The refined Agreements ensure that the City benefits from streamlined processes, expertise, and experience of the Consultants. The City can manage costs effectively while maintaining service quality to applicants.

Sufficient funds will continue to be allocated in the Building Department fiscal year budget annually, and permitting services will be fully funded by building permit fees assessed and collected during permit issuance.

BACKGROUND:

The Building Department plays a crucial role in ensuring the safety and compliance of construction projects within our jurisdiction, and is responsible for the permitting and inspection of construction (including but not limited to; new construction, additions, alterations, repairs, and remodeling) throughout the City's building permitting jurisdiction as required by the Building Codes. The Building Department enforces International Building Codes, when applicable, California Building Codes, and Lathrop Municipal Code.

The City currently utilizes two (2) Consulting Agencies (Consultant) with Master Professional Consulting Service Agreements with 4LEAF, Inc. (4LEAF) and Interwest Consulting Group (Interwest). Both Agreements with 4LEAF and Interwest will end on September 1, 2024.

Due to the continued increase in construction and development activity, resources have become limited. In an effort to ensure service delivery times remain punctual, the Building Department posted a Request for Proposal (RFP) seeking contracted services from additional Professional Consulting Agencies, from August 19, 2024 – September 1, 2025. Up to three (3) Consulting Agencies would be eligible for recommendation of award of Master Professional Consulting Service Agreements.

The Building Department received nine (9) proposals and an Evaluation Committee was formed to choose, based on a graded rubric and unbiased review, three (3) Consulting Agencies to recommend for award. The RFP allowed the Building Department to refine required tasks, procedures, and expectations of Consultants, along with the addition of a 3rd possible contract with a Consultant.

The City recovers its costs to provide building permitting services for active construction projects by charging a construction permit fee collected before building permits are issued. These services are fully funded in the Building Department budget and offset by revenue received from building permits.

Sufficient funds will continue to be allocated in the Building Department fiscal year budget annually, and permitting services will be fully funded by building permit fees assessed and collected during permit issuance.

Table 1 below provides a Summary of Recommendations, including recommended agencies, Task Orders and Budget.

Table 1 – Summary of Recommendations

Awarded Agency	Task Order	Task Order Scope of Work	Amount Not to Exceed	G/L Account
4LEAF, Inc.	1	Plan Check Services	$200,000	2015-50-30-420-01-00
	2	Building Inspection Services	$110,000	2015-50-30-420-04-00
	3	Permitting Services	$160,000	2015-50-30-420-04-00
BPR Consulting Group LLC	1	Plan Check Services	$200,000	2015-50-30-420-01-00
	2	Building Inspection Services	$110,000	2015-50-30-420-04-00
	3	Permitting Services	$80,000	2015-50-30-420-04-00
TRB and Associates, Inc.	1	Plan Check Services	$200,000	2015-50-30-420-01-00
	2	Building Inspection Services	$110,000	2015-50-30-420-04-00
	3	Permitting Services	$80,000	2015-50-30-420-04-00

This will enable the Building Department to enhance operational efficiency, maintain regulatory compliance, and provide timely services to our residents and stakeholders involved in construction activities, while resolving the flexibility needed for resources to continue providing streamline operations and service quality.

REASON FOR RECOMMENDATION:

Continual and increased Professional Consulting Services are needed for the Building Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

The opportunity to revise terms of the Building Department's Master Professional Consulting Service Agreements allows for specific processes and billing methods to be required, as well as the requirement of a central hub for each Consultant, to maintain accurate reporting and accounting for each service provided, in the form of a Consultant-provided website for tracking.

The flexibility of having three (3) Consultants to perform services for the Building Department will allow for efficient and timely service quality without over encumbering one over another.

FISCAL IMPACT:

The cost of each Task Order is not to exceed the amounts provided in Table 1, and will be paid on a time and material basis. The fiscal impact of these agreements is within the budgetary provisions allocated for Professional Consulting Services. Detailed budget breakdowns for each Task Order are provided in Table 1 above.

Sufficient funds for Plan Review Services for each Consultant are allocated in G/L Account 2015-50-30-420-01-00 for the Fiscal Year 24/25 budget.

Sufficient funds for Building Inspection Services and Permitting Services for each Consultant are allocated in G/L Account 2015-50-30-420-04-00 for the Fiscal Year 24/25 budget.

ATTACHMENTS:

A. Resolution Awarding Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc., and Approving Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Services to the Building Department
B. Master Professional Consulting Service Agreement Between the City of Lathrop and 4LEAF, Inc. to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
C. Task Order No. 1 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Plan Review Services

D. Task Order No. 2 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Building Inspection Services
E. Task Order No. 3 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Permitting Services
F. Master Professional Consulting Service Agreement Between the City of Lathrop and BPR Consulting Group LLC to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
G. Task Order No. 1 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Plan Review Services
H. Task Order No. 2 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Building Inspection Services
I. Task Order No. 3 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Permitting Services
J. Master Professional Consulting Service Agreement Between the City of Lathrop and TRB and Associates, Inc. to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
K. Task Order No. 1 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Plan Review Services
L. Task Order No. 2 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Building Inspection Services
M. Task Order No. 3 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Permitting Services

AWARD THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

APPROVALS:

Ed Short
Chief Building Official — 8-05-2024 Date

Cari James
Finance Director — 8/5/2024 Date

Michael King
Assistant City Manager — 8.5.2024 Date

Salvador Navarrete
City Attorney — 8.5.2024 Date

Stephen J. Salvatore
City Manager — 8.6.24 Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP, LLC, AND TRB AND ASSOCIATES, INC., AND APPROVING THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

WHEREAS, construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, has seen a significant increase in the Building Department, with an influx in permit submittals that require plan review; and

WHEREAS, to efficiently manage the workload for plan review, and ensure timely service delivery, the Department relies on external professional consulting services; and

WHEREAS, in order to streamline operations and enhance service quality in the Building Department, staff conducted a request for up to three (3) proposals from professional consulting agencies to provide plan review services, building inspection services, and permitting services; and

WHEREAS, an evaluation committee was formed to perform comprehensive review of all submitted proposals and with scoring criteria addressed in the request for proposal, and choose up to three (3) agencies that scored highest, to recommend for award of master professional consulting service agreements to provide professional services ; and

WHEREAS, professional consulting agencies 4LEAF, Inc., BPR Consulting Group, LLC, and TRB and Associates, Inc., on the basis of scoring criteria, have provided exceptional qualifications and proposals to provide for professional services; and

WHEREAS, staff requested a series of task orders to provide professional services within the Building Department, specifically plan review services, building inspection services, and permitting services; and

WHEREAS, master professional consulting service agreements are awarded to 4LEAF, Inc., BPR Consulting Group, LLC, and TRB and Associates Inc.; and

WHEREAS, staff requested that each professional consulting agency that is awarded a master professional consulting service agreement would include three (3) task orders, Task Order No. 1 for Plan Review Services, Task Order No. 2 for Building Inspection Services, and Task Order No. 3 for Permitting Services; and

WHEREAS, the cost of Task Order No. 1 for Plan Review Services for 4LEAF, Inc. is for an amount not to exceed $200,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 2 for Building Inspection Services for 4LEAF, Inc. is for an amount not to exceed $110,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 3 for Permitting Services for 4LEAF, Inc. is for an amount not to exceed $160,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the proposed Task Order No. 1, Task Order No. 2, and Task Order No. 3 for 4LEAF, Inc. will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the cost of Task Order No. 1 for Plan Review Services for BPR Consulting Group, LLC is for an amount not to exceed $200,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 2 for Building Inspection Services for BPR Consulting Group, LLC is for an amount not to exceed $110,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 3 for Permitting Services for BPR Consulting Group, LLC is for an amount not to exceed $80,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the proposed Task Order No. 1, Task Order No. 2, and Task Order No. 3 for BPR Consulting Group, LLC will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the cost of Task Order No. 1 for Plan Review Services for TRB and Associates, Inc. is for an amount not to exceed $200,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 2 for Building Inspection Services for TRB and Associates, Inc. is for an amount not to exceed $110,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the cost of Task Order No. 3 for Permitting Services for TRB and Associates, Inc. is for an amount not to exceed $80,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 24/25 budget; and

WHEREAS, the proposed Task Order No. 1, Task Order No. 2, and Task Order No. 3 for TRB and Associates, Inc. will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the City reserves the right to assign projects as it deems fit, and no one professional consulting agency is guaranteed a minimum quantity of work to be assigned.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby award three (3) master professional consulting service agreements to 4LEAF, INC., BPR Consulting Group, LLC, and TRB and Associates, Inc. and approves three (3) task orders for each, to provide plan review services, building inspection services, and permitting services to the Building Department.

The foregoing resolution was passed and adopted this 12th of August 2024, 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

MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND 4LEAF, INC.

TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

THIS AGREEMENT, dated for convenience this **12TH day of August, 2024** is by and between **4LEAF, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CITY issued a Request For Proposals ("RFP") and through evaluation with a review committee, recommended award of a Master Professional Consulting Service Agreement between CITY and CONSULTANT ; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each Task Order. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in each Task Order unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 19, 2024,** and it shall terminate no later than **September 1, 2025,** unless extension to this contract is requested by CITY and approved by City Council.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative**: Joe Nicolas, PE, Project Manager / Principal-In-Charge.** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of CITY'S authorized representative.

(10) Insurance

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

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

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an

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

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars ($2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to:
City of Lathrop
Department of Building
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7270

To Consultant:
4LEAF, Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Phone: (916) 965-0010

Fed ID# _____
Bus License# _____

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

Approved as to Form:

City of Lathrop
City Attorney

8-5-2014

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

4LEAF, Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Phone: 916-965-0010

Fed ID # _____
Business License # _____

Signature Date

Print Name and Title

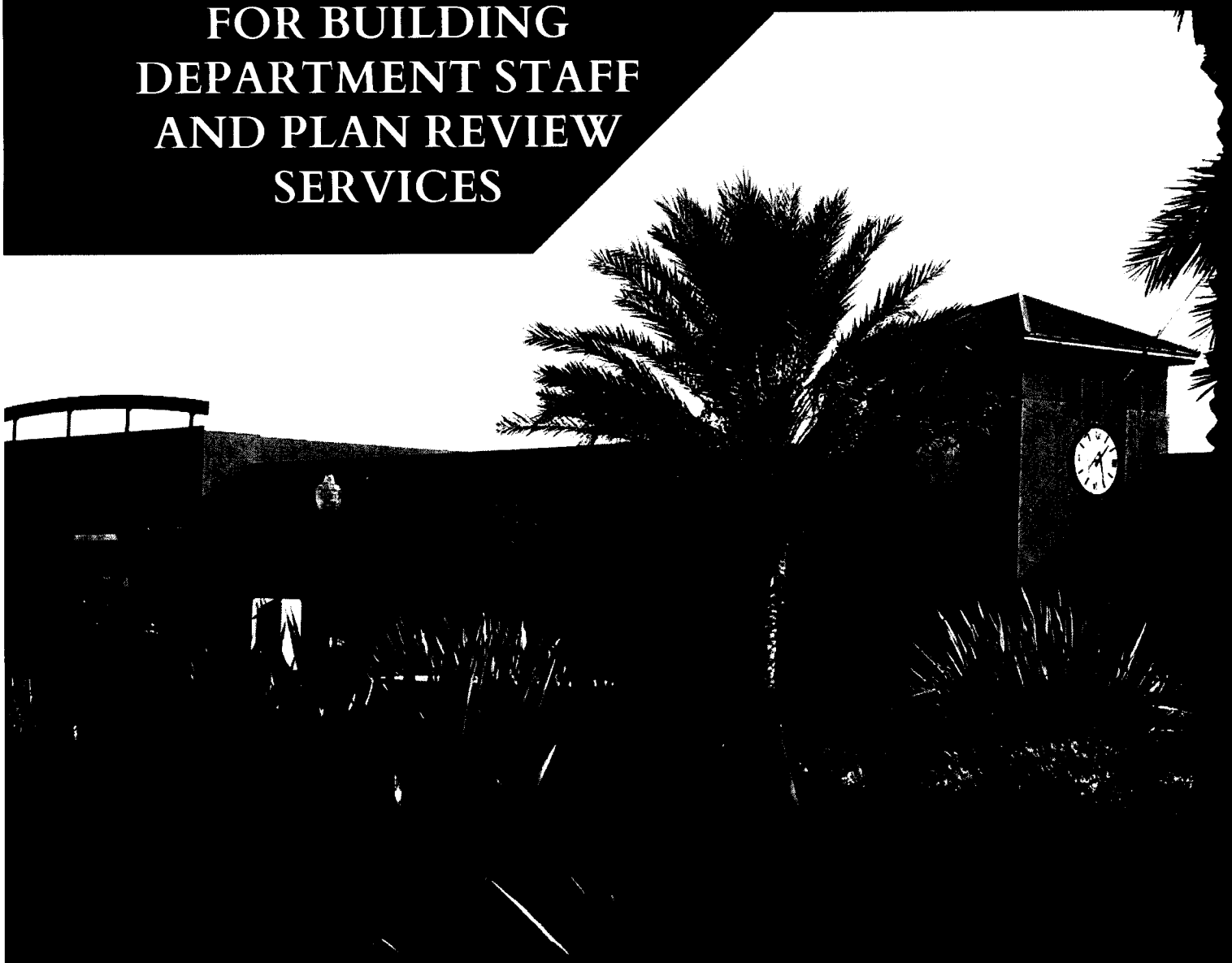
PROPOSAL TO PROVIDE

Exhibit "A"

TO THE

PROFESSIONAL CONSULTING SERVICES FOR BUILDING DEPARTMENT STAFF AND PLAN REVIEW SERVICES

CITY OF LATHROP



4LEAF, INC.

8896 N. WINDING WAY
FAIR OAKS, CA 95628
(916) 965-0010

JULY 29, 2024

PROPOSAL TO PROVIDE

PROFESSIONAL CONSULTING SERVIES FOR BUILDING DEPARTMENT STAFF AND PLAN REVIEW SERVICES

TO THE

CITY OF LATHROP

SECTION E

SCOPE OF WORK



4LEAF, INC.

SECTION E: SCOPE OF WORK

Plan Review Services

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

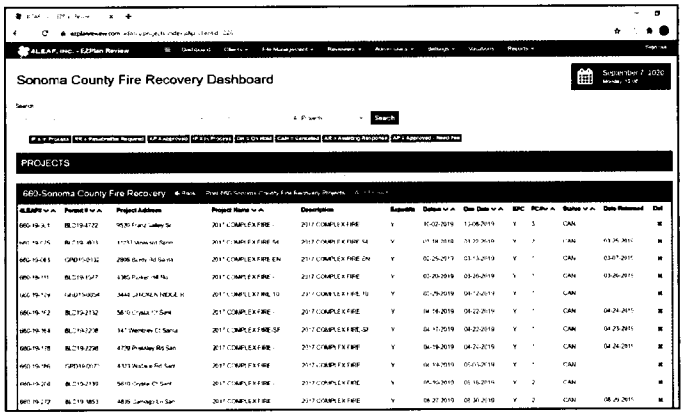
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

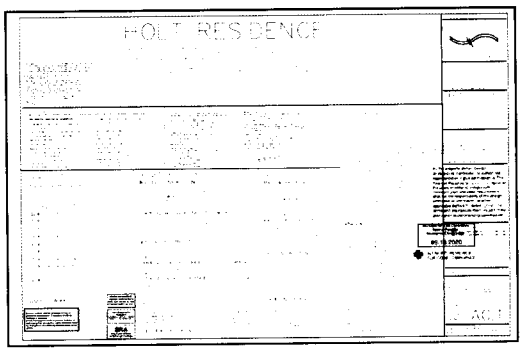
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager

overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

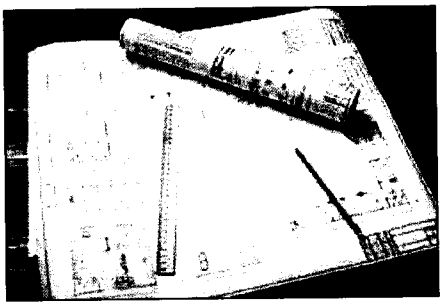
e-PlanSoft CRW SYSTEMS Project Accela eTRAKIT Online Permitting System iWorks esri

Permit Technician

4LEAF has a proven track record of providing Permit Technician/Counter staff to Building Divisions and Community Development Departments. 4LEAF's provided staff shall review, process, record, coordinate construction projects and serve customers at the public counter, providing information and assistance in written and oral form to the public according to departmental procedures and legal requirements.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF prides itself on providing experienced and dedicated professionals to work with the City and serve the public at the Building Division counter.

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job, including software applications such as Accela, Bluebeam, etc.. Typical Permit Technician duties include:



- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Public Assistance



All building permits and plan reviews will be tracked for expeditious processing, considering legal timelines and response time to the Department's requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department's operations. These performance metrics will be used to evaluate 4LEAF's performance. Some enhanced performances are:

- Questionnaires rating our customer service satisfaction
- Report the response time related to the type of call.
- Monitor and report the response time of 4LEAF staff.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Solar Permitting

4LEAF can provide experienced permitting and plan review services for all residential and commercial solar projects, ensuring expedited turnaround times are met as required by the state. We boast a team of skilled technicians, many of whom are currently providing assistance in Building and Community Development Departments across the state. Each technician is equipped with the necessary materials, resources, tools, and training to excel in their role. 4LEAF currently provides the City of El Cerrito with all of their Solar Permitting needs. Typical duties include, but are not limited to:

- Working with the public and external agencies to ensure expedited permitting.
- Assessing fees and invoicing on behalf of the City.
- Ensuring all issued permits are available to internal staff by uploading to their permitting software.
- Running weekly basis reports to ensure all solar permits are routed to the designated officials.

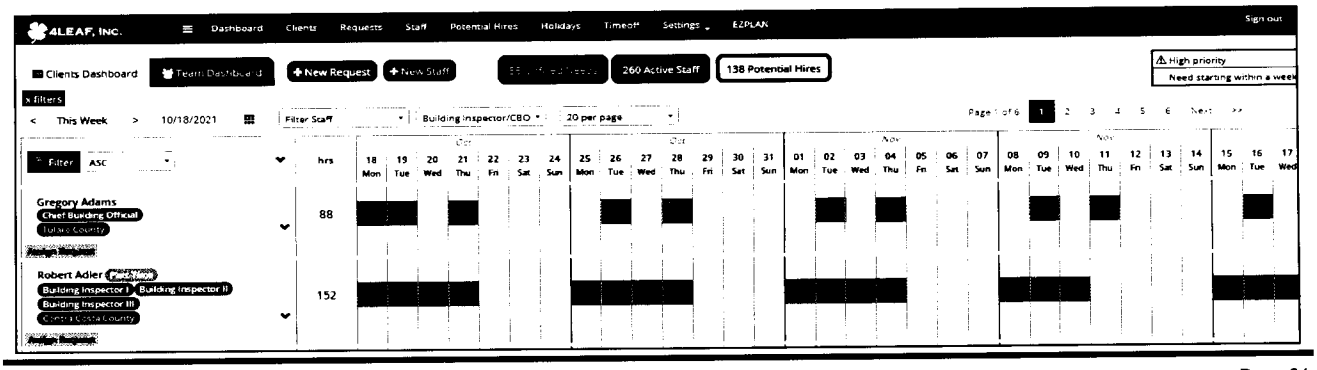
Lathrop Civic Access Portal

In preparation for the City's new launch of the Lathrop Civic Access Portal, 4LEAF is prepared to assist the City with Tyler Technologies' Permitting & Licensing Software. With the use of this new software, we aim to simplify processes, record activity automatically, prevent oversight, and enable seamless collaboration. We look forward to aiding the City with delivering accessibility, transparency, and consistency to the residents of the City of Lathrop. All while, administering paperless reviews and submittals, routing reviews, tracking status, sending notifications and reassigning tasks automatically. 4LEAF looks forward to revolutionizing permitting processes with the City of Lathrop to further community development.

Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

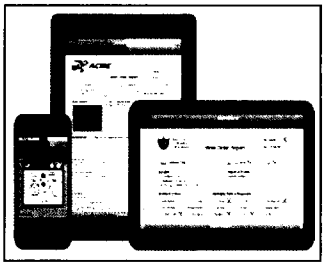
4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GoFormz

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.

The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.

PROPOSAL TO PROVIDE

PROFESSIONAL CONSULTING SERVIES FOR BUILDING DEPARTMENT STAFF AND PLAN REVIEW SERVICES

TO THE

CITY OF LATHROP

SECTION F

FEE SCHEDULE

4LEAF, INC.

SECTION F: FEE SCHEDULE

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: $111 Non-Structural Review $141 Structural Review **Plumbing/Mechanical/Electrical Only:** 40% of City Fee Hourly: $111 Non-Structural Review **Structural Only Plan Checks:** 40% of City Fee Hourly: $141 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$180/hour
Structural Plan Review Engineer	$141/hour
Non-Structural Plans Examiner	$111/hour
Certified Access Specialist (CASp) Inspector	$175/hour
Certified Access Specialist (CASp) Plans Examiner	$175/hour
Senior Combination Building Inspector (Building Inspector III)	$138/hour
Commercial Building Inspector (Building Inspector II)	$125/hour
Residential Building Inspector (Building Inspector I)	$112/hour
Permit Manager	$85/hour
Senior Permit Technician	$78/hour
Permit Technician	$73/hour
Clerk/Administrator	$68/hour
Civil Plan Review (Grading, Improvement Plans)	$175/hour
Inspector of Record (Including DSA/OSHPD)	$163/hour
GoFormz Software	$50/user monthly

Code Enforcement

Code Enforcement Director	$180/hour
Code Enforcement Manager	$155/hour
Senior Code Enforcement Officer	$124/hour
Code Enforcement Officer II	$110/hour
Code Enforcement Officer I	$101/hour

Fire

Fire Protection Engineer (FPE)	$205/hour
Fire Prevention Officer	$180/hour

Fire Plans Examiner $165/hour
Fire Inspector II $185/hour
Fire Inspector I $175/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization from the Chief Building Official or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

CITY OF LATHROP

TASK ORDER NO. 1

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.

TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 1 dated for convenience this **12th day of August** is by and made and entered into by and between **4Leaf, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 1 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 1; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows**:**

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Plan Review Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 1 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$200,000** for Plan Review Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 1 WITH 4LEAF, INC. TO PROVIDE PLAN REVIEW SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8.5.2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature Date

(Print Name and title)

4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

SECTION F: FEE SCHEDULE

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: $111 Non-Structural Review $141 Structural Review **Plumbing/Mechanical/Electrical Only:** 40% of City Fee Hourly: $111 Non-Structural Review **Structural Only Plan Checks:** 40% of City Fee Hourly: $141 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$180/hour
Structural Plan Review Engineer	$141/hour
Non-Structural Plans Examiner	$111/hour
Certified Access Specialist (CASp) Inspector	$175/hour
Certified Access Specialist (CASp) Plans Examiner	$175/hour
Senior Combination Building Inspector (Building Inspector III)	$138/hour
Commercial Building Inspector (Building Inspector II)	$125/hour
Residential Building Inspector (Building Inspector I)	$112/hour
Permit Manager	$85/hour
Senior Permit Technician	$78/hour
Permit Technician	$73/hour
Clerk/Administrator	$68/hour
Civil Plan Review (Grading, Improvement Plans)	$175/hour
Inspector of Record (Including DSA/OSHPD)	$163/hour
GoFormz Software	$50/user monthly

Code Enforcement

Code Enforcement Director	$180/hour
Code Enforcement Manager	$155/hour
Senior Code Enforcement Officer	$124/hour
Code Enforcement Officer II	$110/hour
Code Enforcement Officer I	$101/hour

Fire

Fire Protection Engineer (FPE)	$205/hour
Fire Prevention Officer	$180/hour

Fire Plans Examiner $165/hour
Fire Inspector II.....$185/hour
Fire Inspector I.....$175/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization from the Chief Building Official or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

SECTION E: SCOPE OF WORK

Plan Review Services

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

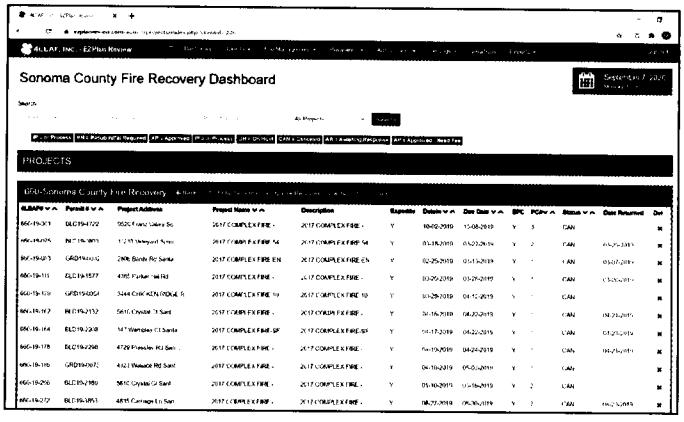
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

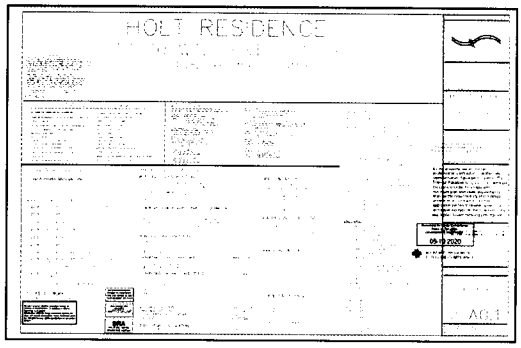
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager

overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

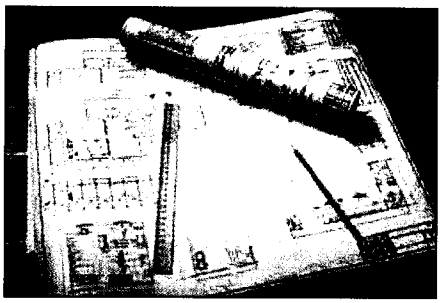
e-PlanSoft · CRW SYSTEMS · ProjectDox · EnerGov · Accela · eTRAKIT Online Permitting System · iWorks · esri

Permit Technician

4LEAF has a proven track record of providing Permit Technician/Counter staff to Building Divisions and Community Development Departments. 4LEAF's provided staff shall review, process, record, coordinate construction projects and serve customers at the public counter, providing information and assistance in written and oral form to the public according to departmental procedures and legal requirements.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF prides itself on providing experienced and dedicated professionals to work with the City and serve the public at the Building Division counter.

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job, including software applications such as Accela, Bluebeam, etc.. Typical Permit Technician duties include:



- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Public Assistance



All building permits and plan reviews will be tracked for expeditious processing, considering legal timelines and response time to the Department's requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department's operations. These performance metrics will be used to evaluate 4LEAF's performance. Some enhanced performances are:

- Questionnaires rating our customer service satisfaction
- Report the response time related to the type of call.
- Monitor and report the response time of 4LEAF staff.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Solar Permitting

4LEAF can provide experienced permitting and plan review services for all residential and commercial solar projects, ensuring expedited turnaround times are met as required by the state. We boast a team of skilled technicians, many of whom are currently providing assistance in Building and Community Development Departments across the state. Each technician is equipped with the necessary materials, resources, tools, and training to excel in their role. 4LEAF currently provides the City of El Cerrito with all of their Solar Permitting needs. Typical duties include, but are not limited to:

- Working with the public and external agencies to ensure expedited permitting.
- Assessing fees and invoicing on behalf of the City.
- Ensuring all issued permits are available to internal staff by uploading to their permitting software.
- Running weekly basis reports to ensure all solar permits are routed to the designated officials.

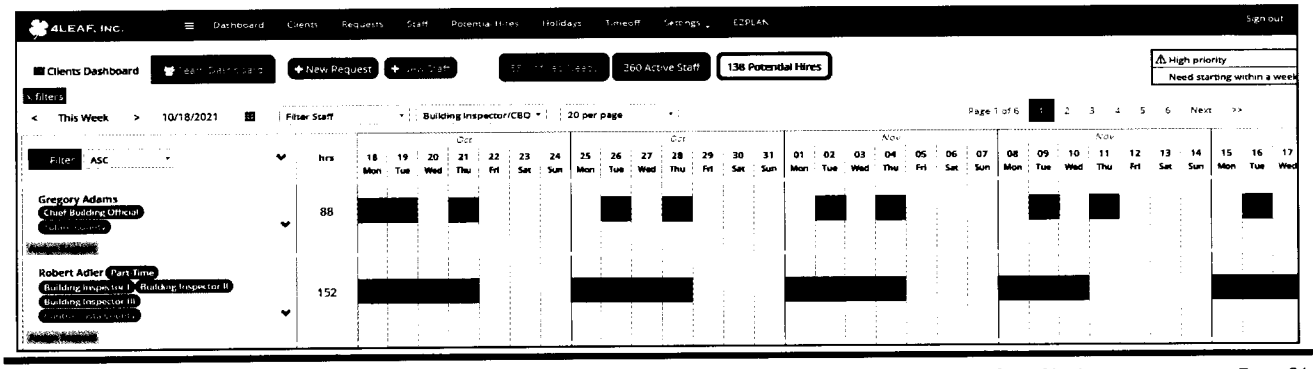
Lathrop Civic Access Portal

In preparation for the City's new launch of the Lathrop Civic Access Portal, 4LEAF is prepared to assist the City with Tyler Technologies' Permitting & Licensing Software. With the use of this new software, we aim to simplify processes, record activity automatically, prevent oversight, and enable seamless collaboration. We look forward to aiding the City with delivering accessibility, transparency, and consistency to the residents of the City of Lathrop. All while, administering paperless reviews and submittals, routing reviews, tracking status, sending notifications and reassigning tasks automatically. 4LEAF looks forward to revolutionizing permitting processes with the City of Lathrop to further community development.

Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

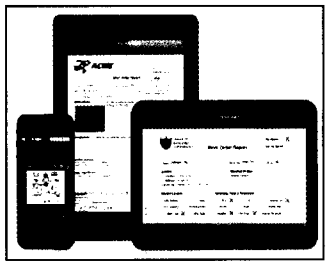
4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GoFormz

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.

The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.

CITY OF LATHROP

TASK ORDER NO. 2

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.

TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 2 dated for convenience this **12th day of August** is by and made and entered into by and between **4Leaf, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 24____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 2; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 2 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to

CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 2 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$110,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

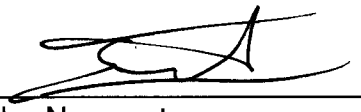
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 2 WITH 4LEAF, INC. TO PROVIDE BUILDING INSPECTION SERVICES

Approved as to Form:

City of Lathrop
City Attorney



8-5-2014

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

CONSULTANT:

4LEAF Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Fed ID # _____
Bus License # _____

Signature — Date

(Print Name and title)

4LEAF, INC.
CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

SECTION F: FEE SCHEDULE

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: $111 Non-Structural Review $141 Structural Review **Plumbing/Mechanical/Electrical Only:** 40% of City Fee Hourly: $111 Non-Structural Review **Structural Only Plan Checks:** 40% of City Fee Hourly: $141 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official $180/hour
Structural Plan Review Engineer $141/hour
Non-Structural Plans Examiner $111/hour
Certified Access Specialist (CASp) Inspector $175/hour
Certified Access Specialist (CASp) Plans Examiner $175/hour
Senior Combination Building Inspector (Building Inspector III) $138/hour
Commercial Building Inspector (Building Inspector II) $125/hour
Residential Building Inspector (Building Inspector I) $112/hour
Permit Manager $85/hour
Senior Permit Technician $78/hour
Permit Technician $73/hour
Clerk/Administrator $68/hour
Civil Plan Review (Grading, Improvement Plans) $175/hour
Inspector of Record (Including DSA/OSHPD) $163/hour
GoFormz Software ..... $50/user monthly

Code Enforcement

Code Enforcement Director $180/hour
Code Enforcement Manager $155/hour
Senior Code Enforcement Officer $124/hour
Code Enforcement Officer II $110/hour
Code Enforcement Officer I $101/hour

Fire

Fire Protection Engineer (FPE) $205/hour
Fire Prevention Officer $180/hour

Fire Plans Examiner $165/hour
Fire Inspector II $185/hour
Fire Inspector I $175/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization from the Chief Building Official or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

SECTION E: SCOPE OF WORK

Plan Review Services

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

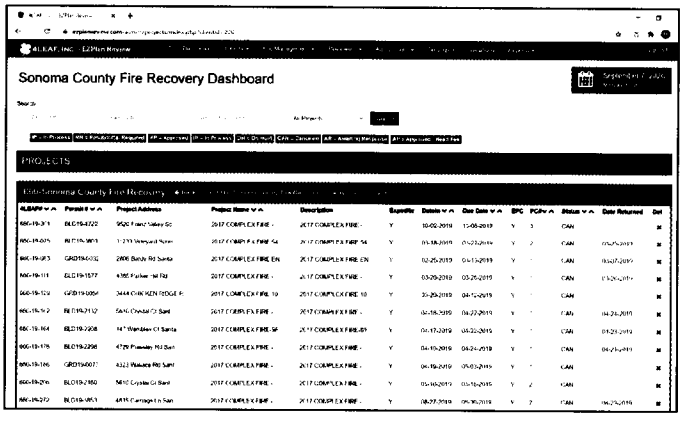
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

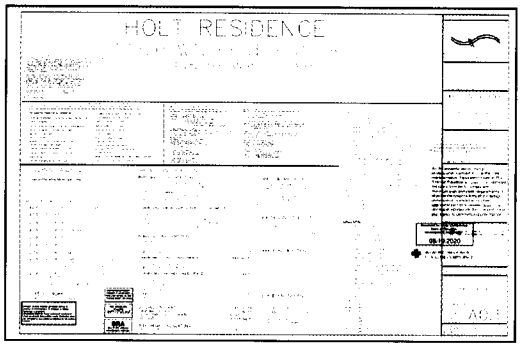
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager

overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

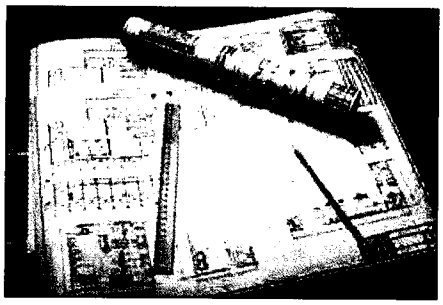
e-PlanSoft™ CRW SYSTEMS ProjectDox EnerGov Accela eTRAKIT Online Permitting System iWorks esri

Permit Technician

4LEAF has a proven track record of providing Permit Technician/Counter staff to Building Divisions and Community Development Departments. 4LEAF's provided staff shall review, process, record, coordinate construction projects and serve customers at the public counter, providing information and assistance in written and oral form to the public according to departmental procedures and legal requirements.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF prides itself on providing experienced and dedicated professionals to work with the City and serve the public at the Building Division counter.

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job, including software applications such as Accela, Bluebeam, etc.. Typical Permit Technician duties include:



- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Public Assistance



All building permits and plan reviews will be tracked for expeditious processing, considering legal timelines and response time to the Department's requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department's operations. These performance metrics will be used to evaluate 4LEAF's performance. Some enhanced performances are:

- Questionnaires rating our customer service satisfaction
- Report the response time related to the type of call.
- Monitor and report the response time of 4LEAF staff.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Solar Permitting

4LEAF can provide experienced permitting and plan review services for all residential and commercial solar projects, ensuring expedited turnaround times are met as required by the state. We boast a team of skilled technicians, many of whom are currently providing assistance in Building and Community Development Departments across the state. Each technician is equipped with the necessary materials, resources, tools, and training to excel in their role. 4LEAF currently provides the City of El Cerrito with all of their Solar Permitting needs. Typical duties include, but are not limited to:

- Working with the public and external agencies to ensure expedited permitting.
- Assessing fees and invoicing on behalf of the City.
- Ensuring all issued permits are available to internal staff by uploading to their permitting software.
- Running weekly basis reports to ensure all solar permits are routed to the designated officials.

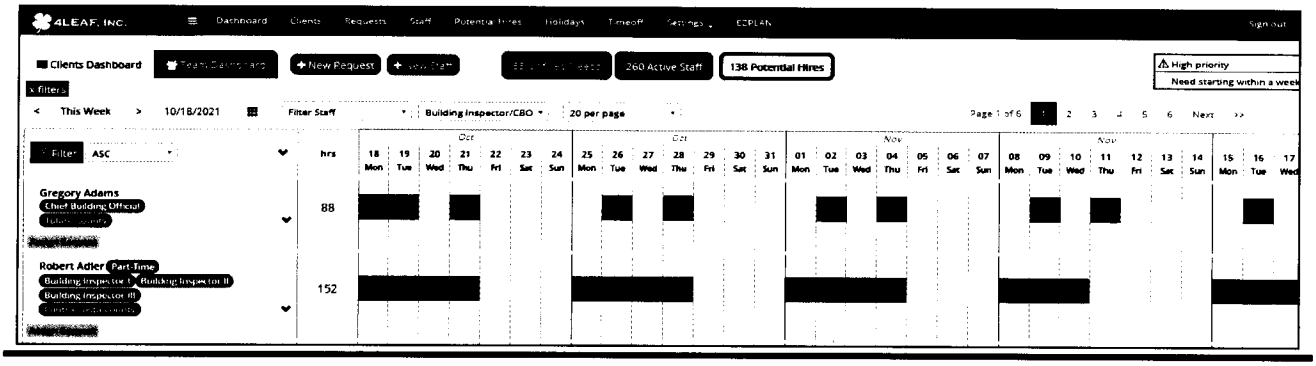
Lathrop Civic Access Portal

In preparation for the City's new launch of the Lathrop Civic Access Portal, 4LEAF is prepared to assist the City with Tyler Technologies' Permitting & Licensing Software. With the use of this new software, we aim to simplify processes, record activity automatically, prevent oversight, and enable seamless collaboration. We look forward to aiding the City with delivering accessibility, transparency, and consistency to the residents of the City of Lathrop. All while, administering paperless reviews and submittals, routing reviews, tracking status, sending notifications and reassigning tasks automatically. 4LEAF looks forward to revolutionizing permitting processes with the City of Lathrop to further community development.

Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

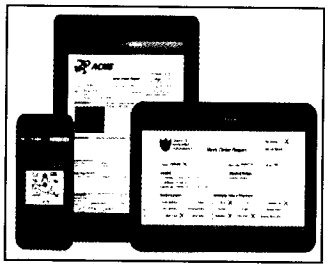
4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GoFormz

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.

The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.

CITY OF LATHROP

TASK ORDER NO. 3

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.

TO PROVIDE PERMITTING SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 3 dated for convenience this **12th day of August** is by and made and entered into by and between **4Leaf, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Permitting Staff Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 3; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 3 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Permitting Staff Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S

satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 3 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$160,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. CITY shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 3 WITH 4LEAF, INC. TO PROVIDE PERMITTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-5-2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

4LEAF Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Fed ID # _____
Bus License # _____

Signature Date

(Print Name and title)

SECTION F: FEE SCHEDULE

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: $111 Non-Structural Review $141 Structural Review **Plumbing/Mechanical/Electrical Only:** 40% of City Fee Hourly: $111 Non-Structural Review **Structural Only Plan Checks:** 40% of City Fee Hourly: $141 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$180/hour
Structural Plan Review Engineer	$141/hour
Non-Structural Plans Examiner	$111/hour
Certified Access Specialist (CASp) Inspector	$175/hour
Certified Access Specialist (CASp) Plans Examiner	$175/hour
Senior Combination Building Inspector (Building Inspector III)	$138/hour
Commercial Building Inspector (Building Inspector II)	$125/hour
Residential Building Inspector (Building Inspector I)	$112/hour
Permit Manager	$85/hour
Senior Permit Technician	$78/hour
Permit Technician	$73/hour
Clerk/Administrator	$68/hour
Civil Plan Review (Grading, Improvement Plans)	$175/hour
Inspector of Record (Including DSA/OSHPD)	$163/hour
GoFormz Software	$50/user monthly

Code Enforcement

Code Enforcement Director	$180/hour
Code Enforcement Manager	$155/hour
Senior Code Enforcement Officer	$124/hour
Code Enforcement Officer II	$110/hour
Code Enforcement Officer I	$101/hour

Fire

Fire Protection Engineer (FPE)	$205/hour
Fire Prevention Officer	$180/hour

Fire Plans Examiner $165/hour
Fire Inspector II $185/hour
Fire Inspector I $175/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization from the Chief Building Official or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

SECTION E: SCOPE OF WORK

Plan Review Services

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

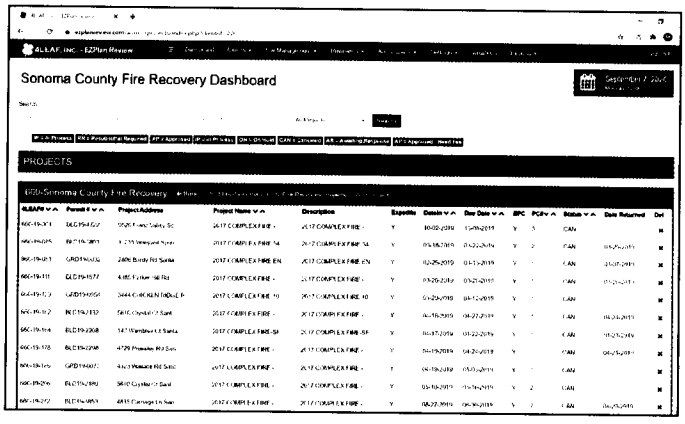
Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



QA/QC Review Process

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

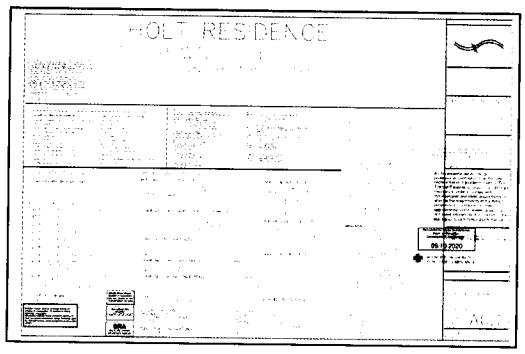
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager

overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

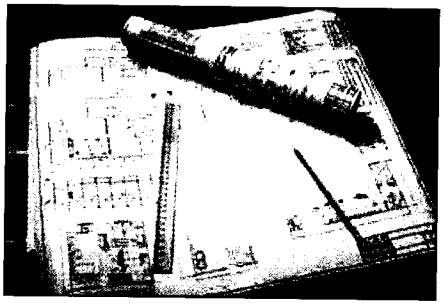
e-PlanSoft™ CRW SYSTEMS ProjectDox EnerGov Accela eTRAKIT Online Permitting System iWorks esri

Permit Technician

4LEAF has a proven track record of providing Permit Technician/Counter staff to Building Divisions and Community Development Departments. 4LEAF's provided staff shall review, process, record, coordinate construction projects and serve customers at the public counter, providing information and assistance in written and oral form to the public according to departmental procedures and legal requirements.

Our staff encompasses the right combination of experience, education, and certifications. 4LEAF prides itself on providing experienced and dedicated professionals to work with the City and serve the public at the Building Division counter.

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Building Department counter. 4LEAF has numerous Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job, including software applications such as Accela, Bluebeam, etc.. Typical Permit Technician duties include:



- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Public Assistance



All building permits and plan reviews will be tracked for expeditious processing, considering legal timelines and response time to the Department's requests from applicants, outside agencies, and other City departments. At a minimum, project milestone estimates and dates shall be tracked. In addition, the City will be tracking data regarding workload, processing times and associated costs of the Department's operations. These performance metrics will be used to evaluate 4LEAF's performance. Some enhanced performances are:

- Questionnaires rating our customer service satisfaction
- Report the response time related to the type of call.
- Monitor and report the response time of 4LEAF staff.

Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	< 2 Days	< 5 Days
Assistant Permit Technician/ Counter Staff	< 2 Days	< 5 Days

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

Solar Permitting

4LEAF can provide experienced permitting and plan review services for all residential and commercial solar projects, ensuring expedited turnaround times are met as required by the state. We boast a team of skilled technicians, many of whom are currently providing assistance in Building and Community Development Departments across the state. Each technician is equipped with the necessary materials, resources, tools, and training to excel in their role. 4LEAF currently provides the City of El Cerrito with all of their Solar Permitting needs. Typical duties include, but are not limited to:

- Working with the public and external agencies to ensure expedited permitting.
- Assessing fees and invoicing on behalf of the City.
- Ensuring all issued permits are available to internal staff by uploading to their permitting software.
- Running weekly basis reports to ensure all solar permits are routed to the designated officials.

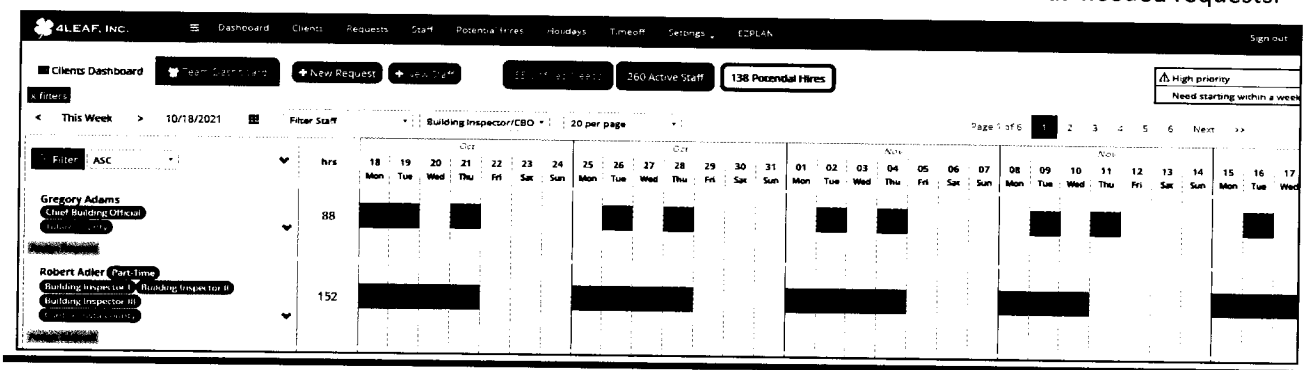
Lathrop Civic Access Portal

In preparation for the City's new launch of the Lathrop Civic Access Portal, 4LEAF is prepared to assist the City with Tyler Technologies' Permitting & Licensing Software. With the use of this new software, we aim to simplify processes, record activity automatically, prevent oversight, and enable seamless collaboration. We look forward to aiding the City with delivering accessibility, transparency, and consistency to the residents of the City of Lathrop. All while, administering paperless reviews and submittals, routing reviews, tracking status, sending notifications and reassigning tasks automatically. 4LEAF looks forward to revolutionizing permitting processes with the City of Lathrop to further community development.

Inspection Services

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

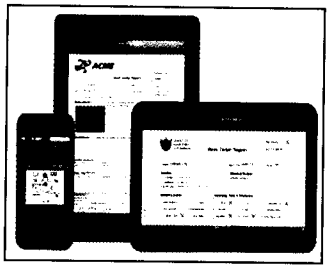
4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

GoFormz

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.

The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.

CITY OF LATHROP

MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND BPR CONSULTING GROUP, LLC

TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

THIS AGREEMENT, dated for convenience this **12TH day of August, 2024** is by and between **BPR Consulting Group, LLC** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CITY issued a Request For Proposals ("RFP") and through evaluation with a review committee, recommended award of a Master Professional Consulting Service Agreement between CITY and CONSULTANT ; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each Task Order. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 19, 2024,** and it shall terminate no later than **September 1, 2025**, unless extension to this contract is requested by CITY and approved by City Council.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative**: Ron Beehler, SE, CBO, Principal/Director of Client Services.** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of CITY'S authorized representative.

(10) Insurance

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

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

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an

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

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars ($2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Department of Building 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7270
To Consultant:	BPR Consulting Group, LLC 2130 Professional Dr., Suite 150 Roseville, CA 95661 Phone: (916) 204-3178 Fed ID# _____ Bus License# _____

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

Approved as to Form:

City of Lathrop
City Attorney

8.5.2024

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

Consultant:

BPR Consulting Group, LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Phone: (916) 204-3178

Fed ID # _____
Business License # _____

Signature — Date

Print Name and Title

Exhibit "A"

July 29, 2024

Proposal to Provide
Building Department Staff and Plan Review Services



BPR
CONSULTING GROUP

BPR Consulting Group
2130 Professional Drive, Suite 150
Roseville, CA 95661

SECTION E

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to plan review services.
- BPR will review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.
- BPR will be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions.
- BPR will prepare a Monthly Project Status Report which will be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews.
- BPR will provide accurate tracking and maintenance of plan review submittals and billing.
- BPR will provide a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.
- BPR will provide and maintain a Project Website which will be utilized as the central hub for Plan Review tracking. The City will be given access to this website to view and download documents and invoices. Plan Review Statuses will be reflected on this Project Website, in addition to email communication to the City to notify of new actions. Project Website will include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify associated Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents as well as Billing Info and Invoices.
- BPR will conform to the City of Lathrop's expected turnaround times for Plan Review Submittals as noted in the LOA provided by the City for each project.
- BPR will confirm submittals are received and routed to all applicable disciplines for review.
- When plan reviews are returned with corrections, BPR will consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter will utilize permit specific indicators such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the BPR Plan Reviewers will include Code Citations and Sheet Numbers

of items that need attention. Correction letters will also include email addresses and desk phone numbers for each plans examiner.

- BPR will conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.
- BPR will not accept submittals, resubmittals or revisions directly from the Applicant, only through the City.
- When all Plan Review Comments are satisfied, BPR will electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps will be applied to all Plans, Calculations and Specifications.
- BPR will create an Approval Letter and attach it to the Final Package, recommending project approval. BPR will provide a Final Plan Review Invoice which will be attached to this Final Package.
- BPR will not send Approval Documents or Notifications directly to project Applicants.

INSPECTION SERVICES

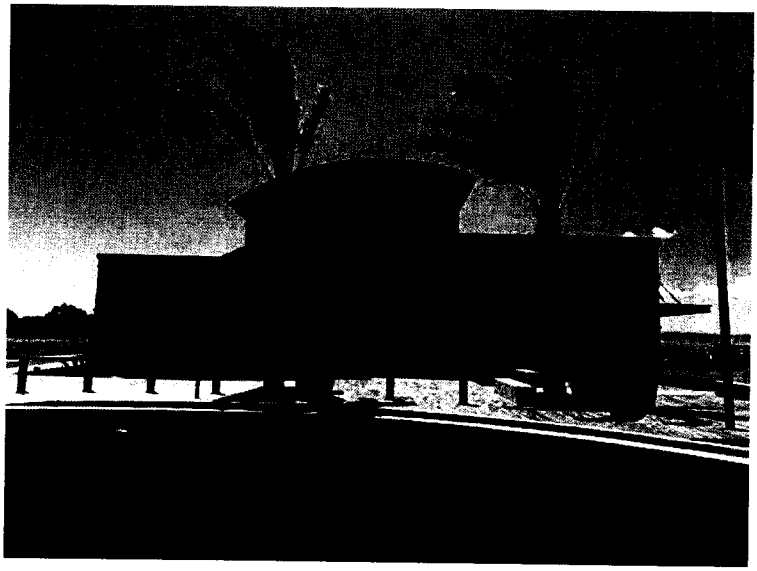
- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

** Based on experience and qualifications*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP

TASK ORDER NO. 1

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING GROUP, LLC

TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 1 dated for convenience this **12th day of August** is by and made and entered into by and between **BPR Consulting Group, LLC.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 1 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 1; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows**:**

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Plan Review Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in

accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 1 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$200,000** for Plan Review Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 1 WITH BPR CONSULTING GROUP, LLC TO PROVIDE PLAN REVIEW SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-5-2024

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

CONSULTANT:

BPR Consulting Group, LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Fed ID # _____
Bus License # _____

Signature — Date

(Print Name and title)

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to plan review services.
- BPR will review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.
- BPR will be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions.
- BPR will prepare a Monthly Project Status Report which will be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews.
- BPR will provide accurate tracking and maintenance of plan review submittals and billing.
- BPR will provide a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.
- BPR will provide and maintain a Project Website which will be utilized as the central hub for Plan Review tracking. The City will be given access to this website to view and download documents and invoices. Plan Review Statuses will be reflected on this Project Website, in addition to email communication to the City to notify of new actions. Project Website will include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify associated Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents as well as Billing Info and Invoices.
- BPR will conform to the City of Lathrop's expected turnaround times for Plan Review Submittals as noted in the LOA provided by the City for each project.
- BPR will confirm submittals are received and routed to all applicable disciplines for review.
- When plan reviews are returned with corrections, BPR will consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter will utilize permit specific indicators such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the BPR Plan Reviewers will include Code Citations and Sheet Numbers

of items that need attention. Correction letters will also include email addresses and desk phone numbers for each plans examiner.

- BPR will conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.
- BPR will not accept submittals, resubmittals or revisions directly from the Applicant, only through the City.
- When all Plan Review Comments are satisfied, BPR will electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps will be applied to all Plans, Calculations and Specifications.
- BPR will create an Approval Letter and attach it to the Final Package, recommending project approval. BPR will provide a Final Plan Review Invoice which will be attached to this Final Package.
- BPR will not send Approval Documents or Notifications directly to project Applicants.

INSPECTION SERVICES

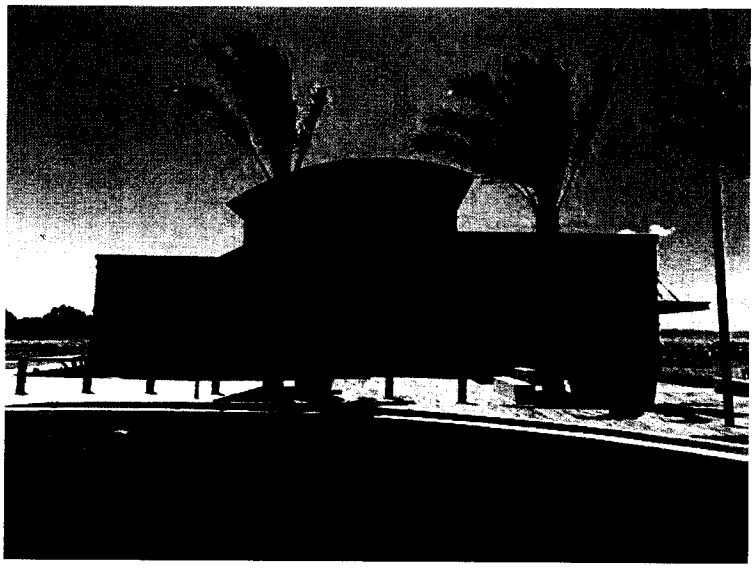
- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

** Based on experience and qualifications*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP

TASK ORDER NO. 2

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING GROUP, LLC

TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 2 dated for convenience this **12th day of August** is by and made and entered into by and between **BPR Consulting Group, LLC.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 24____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 2; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 2 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in accordance with the scope of work and fee proposal provided in Exhibit "A"

to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 2 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$110,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 2 WITH BPR CONSULTING GROUP, LLC TO PROVIDE BUILDING INSPECTION SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

CONSULTANT:

BPR Consulting Group, LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Fed ID # _____
Bus License # _____

Signature — Date

(Print Name and title)

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to plan review services.
- BPR will review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.
- BPR will be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions.
- BPR will prepare a Monthly Project Status Report which will be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews.
- BPR will provide accurate tracking and maintenance of plan review submittals and billing.
- BPR will provide a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.
- BPR will provide and maintain a Project Website which will be utilized as the central hub for Plan Review tracking. The City will be given access to this website to view and download documents and invoices. Plan Review Statuses will be reflected on this Project Website, in addition to email communication to the City to notify of new actions. Project Website will include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify associated Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents as well as Billing Info and Invoices.
- BPR will conform to the City of Lathrop's expected turnaround times for Plan Review Submittals as noted in the LOA provided by the City for each project.
- BPR will confirm submittals are received and routed to all applicable disciplines for review.
- When plan reviews are returned with corrections, BPR will consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter will utilize permit specific indicators such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the BPR Plan Reviewers will include Code Citations and Sheet Numbers

of items that need attention. Correction letters will also include email addresses and desk phone numbers for each plans examiner.

- BPR will conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.
- BPR will not accept submittals, resubmittals or revisions directly from the Applicant, only through the City.
- When all Plan Review Comments are satisfied, BPR will electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps will be applied to all Plans, Calculations and Specifications.
- BPR will create an Approval Letter and attach it to the Final Package, recommending project approval. BPR will provide a Final Plan Review Invoice which will be attached to this Final Package.
- BPR will not send Approval Documents or Notifications directly to project Applicants.

INSPECTION SERVICES

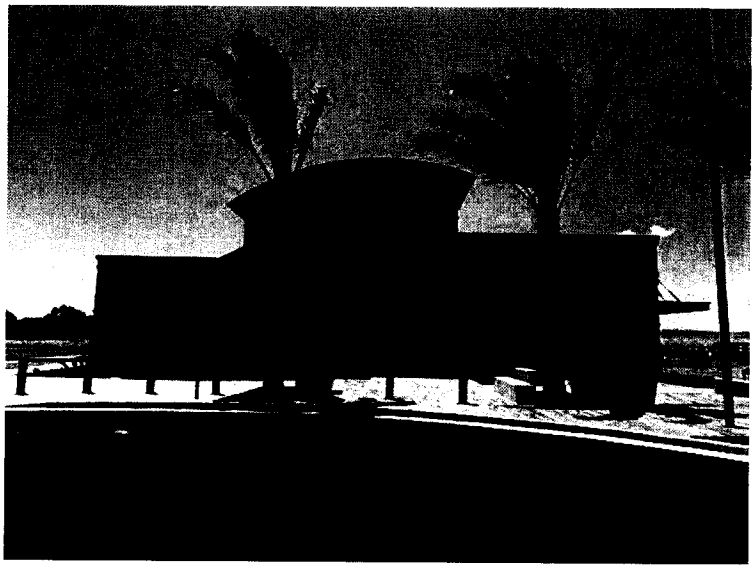
- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

** Based on experience and qualifications*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP

TASK ORDER NO. 3

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING GROUP, LLC

TO PROVIDE PERMITTING SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 3 dated for convenience this **12th day of August** is by and made and entered into by and between **BPR Consulting Group, LLC.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Permitting Staff Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 3; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 3 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Permitting Staff Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task

Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 3 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$80,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. CITY shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 3 WITH BPR CONSULTING GROUP, LLC TO PROVIDE PERMITTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-5-2024

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

CONSULTANT:

BPR Consulting Group, LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Fed ID # _____
Bus License # _____

Signature — Date

(Print Name and title)

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to plan review services.
- BPR will review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.
- BPR will be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions.
- BPR will prepare a Monthly Project Status Report which will be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews.
- BPR will provide accurate tracking and maintenance of plan review submittals and billing.
- BPR will provide a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.
- BPR will provide and maintain a Project Website which will be utilized as the central hub for Plan Review tracking. The City will be given access to this website to view and download documents and invoices. Plan Review Statuses will be reflected on this Project Website, in addition to email communication to the City to notify of new actions. Project Website will include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify associated Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents as well as Billing Info and Invoices.
- BPR will conform to the City of Lathrop's expected turnaround times for Plan Review Submittals as noted in the LOA provided by the City for each project.
- BPR will confirm submittals are received and routed to all applicable disciplines for review.
- When plan reviews are returned with corrections, BPR will consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter will utilize permit specific indicators such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the BPR Plan Reviewers will include Code Citations and Sheet Numbers

of items that need attention. Correction letters will also include email addresses and desk phone numbers for each plans examiner.

- BPR will conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.
- BPR will not accept submittals, resubmittals or revisions directly from the Applicant, only through the City.
- When all Plan Review Comments are satisfied, BPR will electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps will be applied to all Plans, Calculations and Specifications.
- BPR will create an Approval Letter and attach it to the Final Package, recommending project approval. BPR will provide a Final Plan Review Invoice which will be attached to this Final Package.
- BPR will not send Approval Documents or Notifications directly to project Applicants.

INSPECTION SERVICES

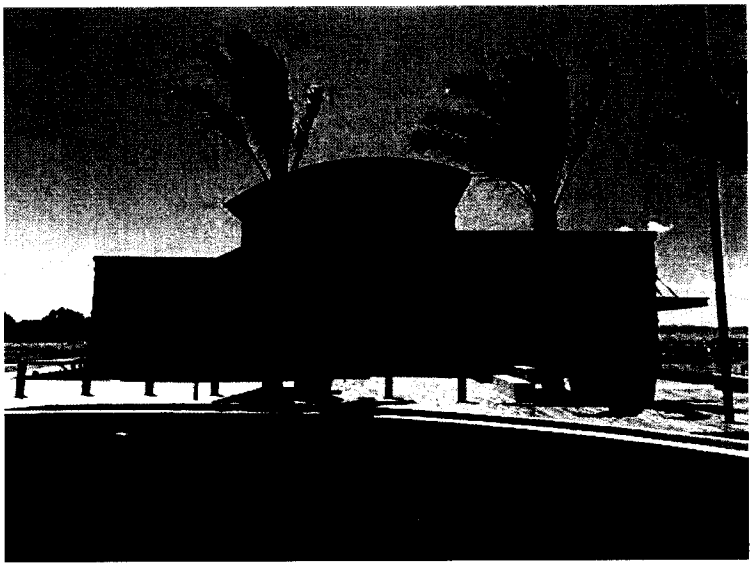
- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE,** will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

** Based on experience and qualifications*

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP

MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND TRB AND ASSOCIATES, INC.

TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

THIS AGREEMENT, dated for convenience this **12TH day of August, 2024** is by and between **TRB and Associates, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CITY issued a Request For Proposals ("RFP") and through evaluation with a review committee, recommended award of a Master Professional Consulting Service Agreement between CITY and CONSULTANT ; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each Task Order. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 19, 2024,** and it shall terminate no later than **September 1, 2025**, unless extension to this contract is requested by CITY and approved by City Council.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of CITY.

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Todd Bailey, PE, LEED AP, CASp, Principal/Project Manager.** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of CITY'S authorized representative.

(10) Insurance

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

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

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an

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

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars ($2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to:
City of Lathrop
Department of Building
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7270

To Consultant:
TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Phone: (925) 866-2633

Fed ID# _____
Bus License# _____

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

Approved as to Form:

City of Lathrop
City Attorney

8-8-2024

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

Consultant:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Phone: (925) 866-2633

Fed ID # _____
Business License # _____

Signature — Date

Print Name and Title

Proposal to the

Exhibit "A"

City of Lathrop



Professional Consulting Services for Building Department Staff and Plan Review Services





CONTACT

Todd Bailey, PE, LEED AP, CASp, MBA
Principal-in-Charge
925.866.2633
tbailey@trbplus.com

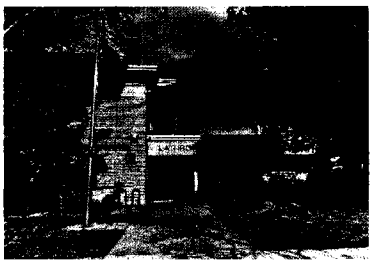
OFFICE LOCATIONS

San Ramon
Sacramento
Burlingame
Santa Clara
Long Beach
Las Vegas

TRB + Associates

www.trbplus.com

Project Understanding & Approach



TRB would like to confirm its intent to provide professional consulting services for building department staff and plan review services in accordance with the Scope of Work identified in the City of Lathrop's Request for Proposal (RFP) document. In brief, it is our understanding the City is seeking qualified consultants to assist with as-needed plan review, inspection and permitting staff services on a range of project types.

It is presumed that all assigned projects are to be reviewed for adherence to the City of Lathrop's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, accessibility, energy conservation, green building, plumbing, mechanical, and electrical provisions; and potentially also zoning and grading compliance standards. We are well familiar with State, County, and local requirements, and other relevant industry standards and are ready to put our knowledge to work for the City.

To confirm, TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to provide the requested services. All work will adhere to industry standards as identified in the California Code of Regulations, Title 24, and the City of Lathrop Municipal Code (LMC).

The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey**, is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, Teams, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality reviews and inspections are of paramount importance to us. Though we employ only experienced plan reviewers and inspectors and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team.

Our Project Manager, and **Quality Control Principal, Dominic Ma SE**, will be in the lead role of ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

Code Interpretations and Alternate Materials and Methods Request Support

The TRB team is well versed in the intent of codes and standards as they apply to the built environment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings / communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Our team will be available to answer questions related to codes or standards at any time. For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer reference information to whomever may be requesting the clarifying material. In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests (AMMRs). If a project warrants such consideration, we are prepared to review all AMMR requests.

Building Code Instruction

As an additional service, TRB is also prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request. TRB maintains status as an ICC Preferred Education Provider.

ICC PREFERRED EDUCATION PROVIDER

Record Keeping and Document Management

From our prior experience, we understand that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB will initiate its Project Website, Plan Track Plus © for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by the City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports, project information, meeting notes, etc.; all of which may be updated daily. In addition, we can also accommodate incoming electronic document postings (i.e., electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team oversees all plan submittal and inspection record processing, utilizing proven document management control methods.

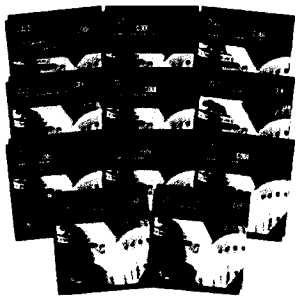
Resources and Capability to Perform

To accommodate anticipated service requests from our customers, TRB has in-place extensive resources and a large pool of licensed engineers and certified building safety experts who are equipped to handle a wide range of building department needs. As noted earlier, our firm comprises over 75 building safety professionals who are adept at accommodating the types of projects expected from the City of Lathrop.

To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Lathrop with its Building Safety workload needs.



Plan Review Services Approach



TRB is prepared to perform plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the 2022 editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

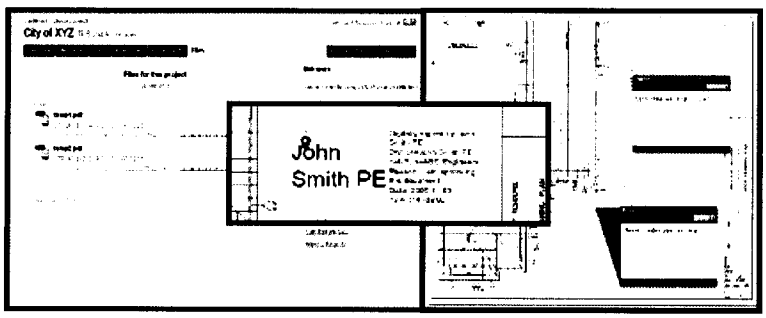
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system (e.g. BlueBeam and Adobe Acrobat), or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, Plan Track Plus© for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



Plan Review Process

Please note that our plan review process will be tailored to meet the City's specific needs. The following process represents an example plan review workflow which may be applied if desired by the City.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review:

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards.

To confirm, plan review turnaround timeframes will align with standard City-established timeframes, as identified in Section 1.4 of the City RFP document. In general, project reviews are completed in 5 to10 working days or less for initial reviews, and 5 working days or less for subsequent review cycles. Specific turnaround times are provided in the "Turnaround Time Table" included on the following page.

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 – Transmittal of Plans and Comment Lists for Plan Review:



At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. Bluebeam, Adobe Acrobat, or other format) which is remitted to the City for its reference.

Step 4 – Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Turnaround Time Table

The following Table identifies the maximum turnaround times is prepared to meet on any prospective assignment.

Type of Projects*	Maximum Timeframe for Delivery
Minor Plan Check – First Cycle Review e.g. room additions for single family house, detached structures, tenant improvements, and related project types	5-10 Business Days
Major Plan Check* – First Cycle Review e.g. multi-family residential, complex commercial, and other complex nonresidential project types	10 Business Days
Plan Check Resubmittals – Subsequent Cycle Reviews	5 Business Days
Expedited Plan Check	3-5 Business Days

* For projects which may be complex in nature, TRB's project manager will coordinate with the City Building Official or their designated representative to verify a mutually agreeable timeframe.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.



Inspection Services Approach

As an additional service option, TRB is also prepared to perform inspection, referring to building plans and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process



Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested), e.g., fire suppression systems, alarms, etc.
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

Permitting Staff Services Approach

TRB is also prepared to provide in-person Permitting Staffing to the City on an a-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant



- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile, and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement and CASp Services (option)

Should the City of Lathrop require these services, TRB is also prepared to provide Code Enforcement and CASp services support on an as-needed basis.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; and conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum $250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$185.00
Project Manager	$165.00
Assistant Project Manager	$150.00
Building Official	$165.00
Assistant Building Official	$150.00
Analyst	$100.00
Supervising Plan Review Engineer / Architect	$150.00
Senior Plan Review Engineer / Architect	$140.00
Senior Plans Examiner (Building & Fire)	$135.00
Plan Review Engineer/Architect	$130.00
Plans Examiner (Building & Fire)	$125.00
Engineering Technician	$ 95.00
Permit Technician	$ 70.00 - 90.00
Clerical/Admin	$ 60.00
Geotechnical Engineer	$215.00
Fire Protection Engineer	$205.00
CASp Certified Inspector/Examiner	$140.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$185.00
Inspector of Record	$145.00 - 165.00
Supervising Inspector	$140.00
Senior Inspector	$115.00 - 135.00
Inspector	$ 95.00 - 110.00
Intern Inspector	$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2025, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

CITY OF LATHROP

TASK ORDER NO. 1

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND ASSOCIATES, INC.

TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 1 dated for convenience this **12th day of August** is by and made and entered into by and between **TRB and Associates, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 1 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 1; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows**:**

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Plan Review Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in

accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 1 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$200,000** for Plan Review Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 1 WITH TRB AND ASSOCIATES, INC. TO PROVIDE PLAN REVIEW SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-5-2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # _____
Bus License # _____

Signature Date

(Print Name and title)

Project Understanding & Approach



TRB would like to confirm its intent to provide professional consulting services for building department staff and plan review services in accordance with the Scope of Work identified in the City of Lathrop's Request for Proposal (RFP) document. In brief, it is our understanding the City is seeking qualified consultants to assist with as-needed plan review, inspection and permitting staff services on a range of project types.

It is presumed that all assigned projects are to be reviewed for adherence to the City of Lathrop's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, accessibility, energy conservation, green building, plumbing, mechanical, and electrical provisions; and potentially also zoning and grading compliance standards. We are well familiar with State, County, and local requirements, and other relevant industry standards and are ready to put our knowledge to work for the City.

To confirm, TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to provide the requested services. All work will adhere to industry standards as identified in the California Code of Regulations, Title 24, and the City of Lathrop Municipal Code (LMC).

The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey**, is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, Teams, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality reviews and inspections are of paramount importance to us. Though we employ only experienced plan reviewers and inspectors and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team.

Our Project Manager, and **Quality Control Principal, Dominic Ma SE**, will be in the lead role of ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

Code Interpretations and Alternate Materials and Methods Request Support

The TRB team is well versed in the intent of codes and standards as they apply to the built environment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings / communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Our team will be available to answer questions related to codes or standards at any time. For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer reference information to whomever may be requesting the clarifying material. In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests (AMMRs). If a project warrants such consideration, we are prepared to review all AMMR requests.

Building Code Instruction

As an additional service, TRB is also prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request. TRB maintains status as an ICC Preferred Education Provider.

ICC PREFERRED EDUCATION PROVIDER

Record Keeping and Document Management

From our prior experience, we understand that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB will initiate its Project Website, Plan Track Plus © for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by the City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports, project information, meeting notes, etc.; all of which may be updated daily. In addition, we can also accommodate incoming electronic document postings (i.e., electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team oversees all plan submittal and inspection record processing, utilizing proven document management control methods.

Resources and Capability to Perform

To accommodate anticipated service requests from our customers, TRB has in-place extensive resources and a large pool of licensed engineers and certified building safety experts who are equipped to handle a wide range of building department needs. As noted earlier, our firm comprises over 75 building safety professionals who are adept at accommodating the types of projects expected from the City of Lathrop.

To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Lathrop with its Building Safety workload needs.



Plan Review Services Approach



TRB is prepared to perform plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the 2022 editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

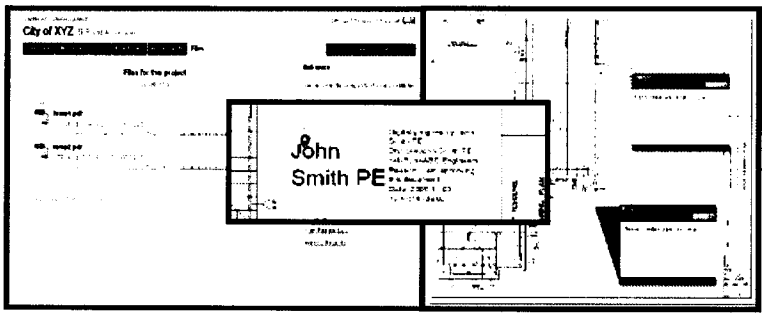
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system (e.g. BlueBeam and Adobe Acrobat), or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, Plan Track Plus© for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



Plan Review Process

Please note that our plan review process will be tailored to meet the City's specific needs. The following process represents an example plan review workflow which may be applied if desired by the City.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review:

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards.

To confirm, plan review turnaround timeframes will align with standard City-established timeframes, as identified in Section 1.4 of the City RFP document. In general, project reviews are completed in 5 to10 working days or less for initial reviews, and 5 working days or less for subsequent review cycles. Specific turnaround times are provided in the "Turnaround Time Table" included on the following page.

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 – Transmittal of Plans and Comment Lists for Plan Review:



At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. Bluebeam, Adobe Acrobat, or other format) which is remitted to the City for its reference.

Step 4 – Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Turnaround Time Table

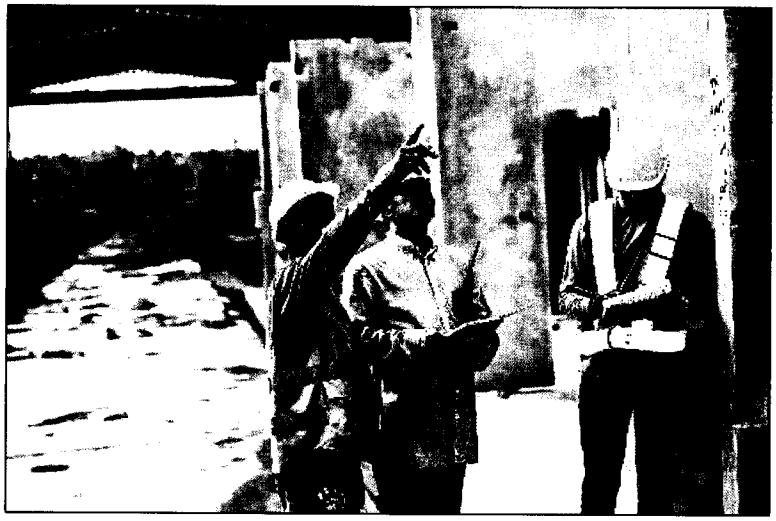
The following Table identifies the maximum turnaround times is prepared to meet on any prospective assignment.

Type of Projects*	Maximum Timeframe for Delivery
Minor Plan Check – First Cycle Review e.g. room additions for single family house, detached structures, tenant improvements, and related project types	5-10 Business Days
Major Plan Check* – First Cycle Review e.g. multi-family residential, complex commercial, and other complex nonresidential project types	10 Business Days
Plan Check Resubmittals – Subsequent Cycle Reviews	5 Business Days
Expedited Plan Check	3-5 Business Days

* For projects which may be complex in nature, TRB's project manager will coordinate with the City Building Official or their designated representative to verify a mutually agreeable timeframe.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.



Inspection Services Approach

As an additional service option, TRB is also prepared to perform inspection, referring to building plans and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process



Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested), e.g., fire suppression systems, alarms, etc.
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

Permitting Staff Services Approach

TRB is also prepared to provide in-person Permitting Staffing to the City on an a-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant



- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile, and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement and CASp Services (option)

Should the City of Lathrop require these services, TRB is also prepared to provide Code Enforcement and CASp services support on an as-needed basis.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; and conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum $250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$185.00
Project Manager	$165.00
Assistant Project Manager	$150.00
Building Official	$165.00
Assistant Building Official	$150.00
Analyst	$100.00
Supervising Plan Review Engineer / Architect	$150.00
Senior Plan Review Engineer / Architect	$140.00
Senior Plans Examiner (Building & Fire)	$135.00
Plan Review Engineer/Architect	$130.00
Plans Examiner (Building & Fire)	$125.00
Engineering Technician	$ 95.00
Permit Technician	$ 70.00 - 90.00
Clerical/Admin	$ 60.00
Geotechnical Engineer	$215.00
Fire Protection Engineer	$205.00
CASp Certified Inspector/Examiner	$140.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$185.00
Inspector of Record	$145.00 - 165.00
Supervising Inspector	$140.00
Senior Inspector	$115.00 - 135.00
Inspector	$ 95.00 - 110.00
Intern Inspector	$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2025, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

CITY OF LATHROP

TASK ORDER NO. 2

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND ASSOCIATES, INC.

TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 2 dated for convenience this **12th day of August** is by and made and entered into by and between **TRB and Associates, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024**,** CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 24____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 2; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows**:**

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 2 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in accordance with the scope of work and fee proposal provided in Exhibit "A"

to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 2 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$110,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 2 WITH TRB AND ASSOCIATES, INC. TO PROVIDE BUILDING INSPECTION SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-5-2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

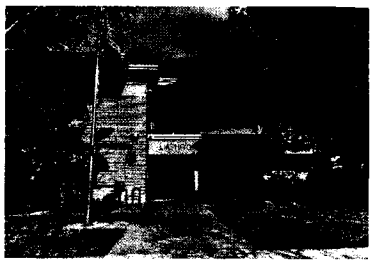
TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # _____
Bus License # _____

Signature Date

(Print Name and title)

Project Understanding & Approach

Exhibit "A"



TRB would like to confirm its intent to provide professional consulting services for building department staff and plan review services in accordance with the Scope of Work identified in the City of Lathrop's Request for Proposal (RFP) document. In brief, it is our understanding the City is seeking qualified consultants to assist with as-needed plan review, inspection and permitting staff services on a range of project types.

It is presumed that all assigned projects are to be reviewed for adherence to the City of Lathrop's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, accessibility, energy conservation, green building, plumbing, mechanical, and electrical provisions; and potentially also zoning and grading compliance standards. We are well familiar with State, County, and local requirements, and other relevant industry standards and are ready to put our knowledge to work for the City.

To confirm, TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to provide the requested services. All work will adhere to industry standards as identified in the California Code of Regulations, Title 24, and the City of Lathrop Municipal Code (LMC).

The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey**, is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, Teams, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality reviews and inspections are of paramount importance to us. Though we employ only experienced plan reviewers and inspectors and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team.

Our Project Manager, and **Quality Control Principal, Dominic Ma SE**, will be in the lead role of ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

Code Interpretations and Alternate Materials and Methods Request Support

The TRB team is well versed in the intent of codes and standards as they apply to the built environment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings / communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Our team will be available to answer questions related to codes or standards at any time. For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer reference information to whomever may be requesting the clarifying material. In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests (AMMRs). If a project warrants such consideration, we are prepared to review all AMMR requests.

Building Code Instruction

As an additional service, TRB is also prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request. TRB maintains status as an ICC Preferred Education Provider.

ICC PREFERRED EDUCATION PROVIDER

Record Keeping and Document Management

From our prior experience, we understand that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB will initiate its Project Website, Plan Track Plus © for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by the City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports, project information, meeting notes, etc.; all of which may be updated daily. In addition, we can also accommodate incoming electronic document postings (i.e., electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team oversees all plan submittal and inspection record processing, utilizing proven document management control methods.

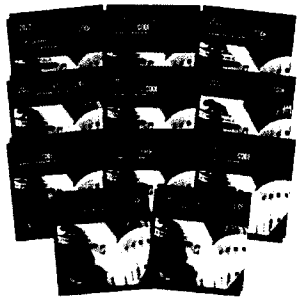
Resources and Capability to Perform

To accommodate anticipated service requests from our customers, TRB has in-place extensive resources and a large pool of licensed engineers and certified building safety experts who are equipped to handle a wide range of building department needs. As noted earlier, our firm comprises over 75 building safety professionals who are adept at accommodating the types of projects expected from the City of Lathrop.

To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Lathrop with its Building Safety workload needs.



Plan Review Services Approach



TRB is prepared to perform plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the 2022 editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

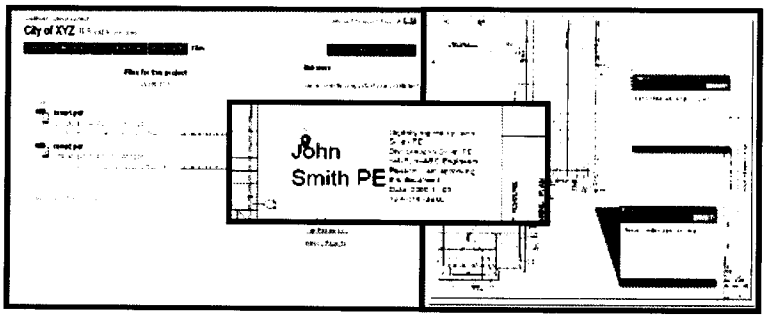
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system (e.g. BlueBeam and Adobe Acrobat), or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, Plan Track Plus© for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



Plan Review Process

Please note that our plan review process will be tailored to meet the City's specific needs. The following process represents an example plan review workflow which may be applied if desired by the City.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review:

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards.

To confirm, plan review turnaround timeframes will align with standard City-established timeframes, as identified in Section 1.4 of the City RFP document. In general, project reviews are completed in 5 to10 working days or less for initial reviews, and 5 working days or less for subsequent review cycles. Specific turnaround times are provided in the "Turnaround Time Table" included on the following page.

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 – Transmittal of Plans and Comment Lists for Plan Review:



At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. Bluebeam, Adobe Acrobat, or other format) which is remitted to the City for its reference.

Step 4 – Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Turnaround Time Table

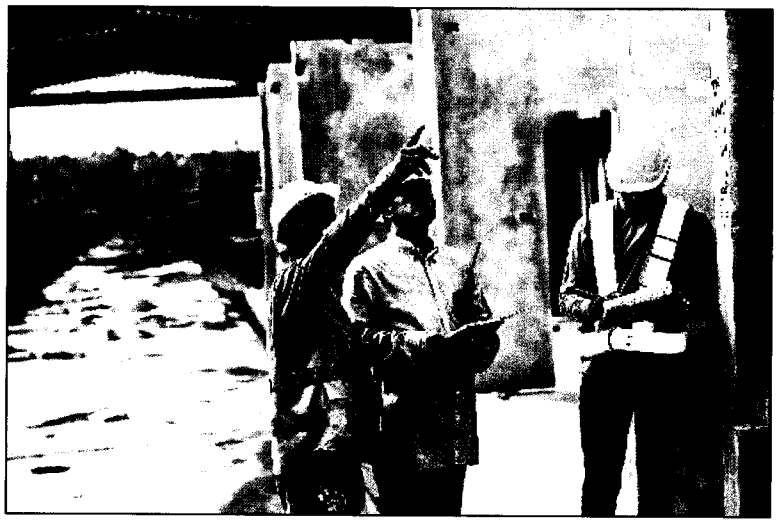
The following Table identifies the maximum turnaround times is prepared to meet on any prospective assignment.

Type of Projects*	Maximum Timeframe for Delivery
Minor Plan Check – First Cycle Review e.g. room additions for single family house, detached structures, tenant improvements, and related project types	5-10 Business Days
Major Plan Check* – First Cycle Review e.g. multi-family residential, complex commercial, and other complex nonresidential project types	10 Business Days
Plan Check Resubmittals – Subsequent Cycle Reviews	5 Business Days
Expedited Plan Check	3-5 Business Days

* For projects which may be complex in nature, TRB's project manager will coordinate with the City Building Official or their designated representative to verify a mutually agreeable timeframe.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.



Inspection Services Approach

As an additional service option, TRB is also prepared to perform inspection, referring to building plans and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process



Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested), e.g., fire suppression systems, alarms, etc.
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

Permitting Staff Services Approach

TRB is also prepared to provide in-person Permitting Staffing to the City on an a-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant



- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile, and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement and CASp Services (option)

Should the City of Lathrop require these services, TRB is also prepared to provide Code Enforcement and CASp services support on an as-needed basis.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; and conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum $250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$185.00
Project Manager	$165.00
Assistant Project Manager	$150.00
Building Official	$165.00
Assistant Building Official	$150.00
Analyst	$100.00
Supervising Plan Review Engineer / Architect	$150.00
Senior Plan Review Engineer / Architect	$140.00
Senior Plans Examiner (Building & Fire)	$135.00
Plan Review Engineer/Architect	$130.00
Plans Examiner (Building & Fire)	$125.00
Engineering Technician	$ 95.00
Permit Technician	$ 70.00 - 90.00
Clerical/Admin	$ 60.00
Geotechnical Engineer	$215.00
Fire Protection Engineer	$205.00
CASp Certified Inspector/Examiner	$140.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$185.00
Inspector of Record	$145.00 - 165.00
Supervising Inspector	$140.00
Senior Inspector	$115.00 - 135.00
Inspector	$ 95.00 - 110.00
Intern Inspector	$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2025, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

CITY OF LATHROP

TASK ORDER NO. 3

PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND ASSOCIATES, INC.

TO PROVIDE PERMITTING SERVICES FOR THE BUILDING DEPARTMENT

THIS TASK ORDER NO. 3 dated for convenience this **12th day of August** is by and made and entered into by and between **TRB and Associates, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement (AGREEMENT) with CITY, by which the CONSULTANT has agreed to perform Professional Services for the Building Department. The City Council authorized the execution of the AGREEMENT and this Task Order No. 2 with CONSULTANT for Permitting Staff Services, pursuant to Resolution No. 24-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 3; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 3 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Permitting Staff Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task

Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 3 is August 19, 2024**, and it shall terminate no later than **September 1, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **$80,000** for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. CITY shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 3 WITH TRB AND ASSOCIATES, INC. TO PROVIDE PERMITTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney

8-8-2024

Salvador Navarrete — Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King — Date

Approved by:
(Reso #_____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore — Date
City Manager

CONSULTANT:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # _____
Bus License # _____

Signature — Date

(Print Name and title)

Project Understanding & Approach

Exhibit "A"



TRB would like to confirm its intent to provide professional consulting services for building department staff and plan review services in accordance with the Scope of Work identified in the City of Lathrop's Request for Proposal (RFP) document. In brief, it is our understanding the City is seeking qualified consultants to assist with as-needed plan review, inspection and permitting staff services on a range of project types.

It is presumed that all assigned projects are to be reviewed for adherence to the City of Lathrop's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, fire prevention, life safety, accessibility, energy conservation, green building, plumbing, mechanical, and electrical provisions; and potentially also zoning and grading compliance standards. We are well familiar with State, County, and local requirements, and other relevant industry standards and are ready to put our knowledge to work for the City.

To confirm, TRB has reviewed the Scope of Services as outlined in the City's RFP and is prepared to provide the requested services. All work will adhere to industry standards as identified in the California Code of Regulations, Title 24, and the City of Lathrop Municipal Code (LMC).

The following reflects our proposed work plan for providing the requested scope of services.

Project Approach Overview

Our approach to this engagement is centered on utilizing experienced staff and fostering open communication between our firm and the City. On an ongoing basis, our Project Manager, **Todd Bailey,** is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities.

We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will diligently document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during a project. Our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meeting, telecon, and/or Zoom, Teams, WebEx or similar formats as agreeable and necessary to achieve the most expeditious results.

Quality Control Assurance

Quality reviews and inspections are of paramount importance to us. Though we employ only experienced plan reviewers and inspectors and expect their work to be of a high standard, we have instituted a quality control policy to ensure that this standard is maintained. At the core of our quality control approach is having a "two sets of eyes" policy in place. All work performed by staff is reviewed for quality control by senior members of our team.

Our Project Manager, and **Quality Control Principal, Dominic Ma SE,** will be in the lead role of ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards for any City assignments.

Code Interpretations and Alternate Materials and Methods Request Support

The TRB team is well versed in the intent of codes and standards as they apply to the built environment. To ensure that our technical findings are easily understood, we work to ensure that all of our plan review and inspection findings / communications are done in a clear and concise manner. As part of this effort, we include references to any applicable Code or Standard sections to help ensure recipients understand the basis of our findings. Our team will be available to answer questions related to codes or standards at any time. For those items where additional information may be needed, our team has access to additional resources in the form of code and commentary guidelines, illustrations, and agency interpretations. TRB is prepared to offer reference information to whomever may be requesting the clarifying material. In addition, our team has experience supporting public agencies with Alternate Materials and Methods Requests (AMMRs). If a project warrants such consideration, we are prepared to review all AMMR requests.

Building Code Instruction

As an additional service, TRB is also prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong PE** is an award-winning California Building Standards Codes instructor whose accolades includes being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request. TRB maintains status as an ICC Preferred Education Provider.

ICC PREFERRED EDUCATION PROVIDER

Record Keeping and Document Management

From our prior experience, we understand that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB will initiate its Project Website, Plan Track Plus © for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Correspondence issued by our team is posted and maintained for access by the City and designated project stakeholder staff. Our postings can include plan review comment letters and detailed inspection reports, project information, meeting notes, etc.; all of which may be updated daily. In addition, we can also accommodate incoming electronic document postings (i.e., electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project. Our Document Control Team oversees all plan submittal and inspection record processing, utilizing proven document management control methods.

Resources and Capability to Perform

To accommodate anticipated service requests from our customers, TRB has in-place extensive resources and a large pool of licensed engineers and certified building safety experts who are equipped to handle a wide range of building department needs. As noted earlier, our firm comprises over 75 building safety professionals who are adept at accommodating the types of projects expected from the City of Lathrop.

To confirm, we do not have any current or anticipated engagements which would affect our ability to staff for this assignment - we are committed to supporting the City of Lathrop with its Building Safety workload needs.



Plan Review Services Approach



TRB is prepared to perform plan review services for residential, multi-family residential, commercial, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, grading, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable. Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including the 2022 editions of the following California Building Standards Codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- California Fire Code
- California Energy Code
- California Green Building Standards Code

Alternate Material and Methods

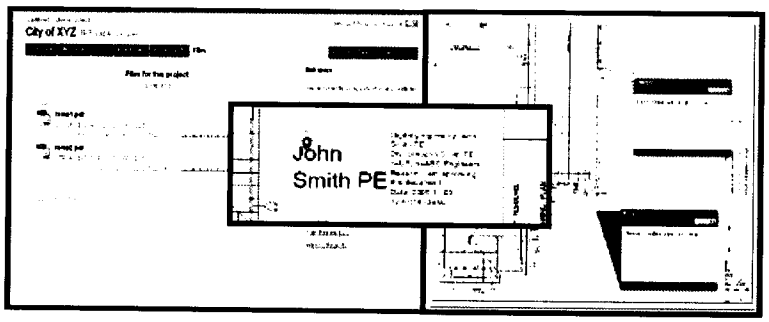
TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Electronic Plan Review

To confirm, TRB is prepared to track and communicate all plan review comments and approvals through the City-designated electronic system (e.g. BlueBeam and Adobe Acrobat), or any future or anticipated electronic review platform. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents.

Online Plan Check Status and Records

As highlighted earlier, to facilitate access to plan review findings and status information, TRB is prepared to initiate its Project Website, Plan Track Plus© for use on this assignment. With our project website, all correspondence issued by our team can be posted and maintained for access by City and designated project stakeholder staff. Our postings can include plan review findings (i.e. approval/comment letters), plan review submittal status information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.).



Plan Review Process

Please note that our plan review process will be tailored to meet the City's specific needs. The following process represents an example plan review workflow which may be applied if desired by the City.

Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to discuss local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

Step 2 – Initial Review:

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards.

To confirm, plan review turnaround timeframes will align with standard City-established timeframes, as identified in Section 1.4 of the City RFP document. In general, project reviews are completed in 5 to10 working days or less for initial reviews, and 5 working days or less for subsequent review cycles. Specific turnaround times are provided in the "Turnaround Time Table" included on the following page.

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

Step 3 – Transmittal of Plans and Comment Lists for Plan Review:



At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format (e.g. Bluebeam, Adobe Acrobat, or other format) which is remitted to the City for its reference.

Step 4 – Rechecks:

Upon receipt of the resubmittal package from the applicant, once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing our company's "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with a transmittal letter indicating our recommendation for project approval, and the project file to the City for processing.

Turnaround Time Table

The following Table identifies the maximum turnaround times is prepared to meet on any prospective assignment.

Type of Projects*	Maximum Timeframe for Delivery
Minor Plan Check – First Cycle Review e.g. room additions for single family house, detached structures, tenant improvements, and related project types	5-10 Business Days
Major Plan Check* – First Cycle Review e.g. multi-family residential, complex commercial, and other complex nonresidential project types	10 Business Days
Plan Check Resubmittals – Subsequent Cycle Reviews	5 Business Days
Expedited Plan Check	3-5 Business Days

* For projects which may be complex in nature, TRB's project manager will coordinate with the City Building Official or their designated representative to verify a mutually agreeable timeframe.

Shipping and Delivery of Plans

TRB provides pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City are provided at no additional cost.



Inspection Services Approach

As an additional service option, TRB is also prepared to perform inspection, referring to building plans and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards and locally adopted ordinances.

TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment, and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

Field Inspection Process



Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours.

Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City. Our inspection scope includes:

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested), e.g., fire suppression systems, alarms, etc.
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection

Remote Virtual Inspection (RVI) Option

Many agencies have engaged in using virtual programs to provide remote inspection services. Several of our clients have successfully implemented virtual inspection programs. We are familiar with using Inspected.com and Blitzz, as well as Facetime, Skype, Google Duo and Microsoft Teams. We are prepared to assist with RVI inspections if desired by the City.

Permitting Staff Services Approach

TRB is also prepared to provide in-person Permitting Staffing to the City on an a-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following requisite functions.

Permit Technician / Administrative Assistant



- Assist the public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Enter permit and related data into the City's permit tracking system.
- Research, compile, and prepare various limited reports and presentation graphics.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.

Code Enforcement and CASp Services (option)

Should the City of Lathrop require these services, TRB is also prepared to provide Code Enforcement and CASp services support on an as-needed basis.

Code Enforcement

- Enforce compliance with agency regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters.
- Respond to complaints and reports from other agencies and departments on alleged violations of agency zoning and related municipal codes and ordinances; conduct investigations and provide recommendations for resolution.
- Conduct field investigations; inspect properties for violations; issue and post warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedule and performing follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances.
- Maintain accurate documentation and case files on investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed information regarding code enforcement activity to substantiate violations, drawing diagrams and illustrations and taking photographs.

Disabled Access (CASp) Services

TRB offers Certified Accessibility Specialist (CASp) Consulting Services to assist agencies with the compliance requirements of State of California Senate Bill 1608 (Corbett). Our team is skilled at reviewing facility plans and specifications for compliance with State and Federal accessibility laws, codes, and regulations; evaluating facilities for compliance with State and Federal accessibility codes and regulations; and conducting accessibility research, preparing accessibility reports, and performing accessibility inspections. We offer email/phone consultations, onsite facility inspections and certifications, and expert testimony services as part of our CASp consulting services portfolio.

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum $250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

Position	Hourly Rate
Principal / Director	$185.00
Project Manager	$165.00
Assistant Project Manager	$150.00
Building Official	$165.00
Assistant Building Official	$150.00
Analyst	$100.00
Supervising Plan Review Engineer / Architect	$150.00
Senior Plan Review Engineer / Architect	$140.00
Senior Plans Examiner (Building & Fire)	$135.00
Plan Review Engineer/Architect	$130.00
Plans Examiner (Building & Fire)	$125.00
Engineering Technician	$ 95.00
Permit Technician	$ 70.00 - 90.00
Clerical/Admin	$ 60.00
Geotechnical Engineer	$215.00
Fire Protection Engineer	$205.00
CASp Certified Inspector/Examiner	$140.00
Grading/Storm Water Plan Review Engineer	$195.00
QSP Storm Water Inspector	$185.00
Inspector of Record	$145.00 - 165.00
Supervising Inspector	$140.00
Senior Inspector	$115.00 - 135.00
Inspector	$ 95.00 - 110.00
Intern Inspector	$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2025, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT TO MANTECA FORD-MERCURY, INC., FOR MAINTENANCE AND REPAIR OF CITY FLEET**

RECOMMENDATION: **Adopt Resolution Awarding a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for Maintenance and Repair of City Fleet**

SUMMARY:

On June 26, 2024, staff released specifications for bid solicitations for Fleet Maintenance and Repair Services. The specifications for the Fleet Maintenance and Repair Services Contract were formally advertised for bid on June 28, 2024, pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened four (4) bids on July 16, 2024. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive base bid for the service was determined to be Manteca Ford-Mercury, Inc., with a base bid of $99,796. In addition to the base bid, an additional $151,295 for additional maintenance and repair services of City fleet that might arise during the fiscal year is included within the proposed contract. The total proposed Fleet Maintenance and Repair Services Contract with Manteca Ford-Mercury, Inc., is not to exceed $251,091. Staff requests City Council award a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for maintenance and repair services of City fleet.

BACKGROUND:

Currently, the fleet team maintains over 115 City vehicles. Staff released specifications for bid solicitations for Fleet Maintenance and Repair Services on June 26, 2024, pursuant to PCC 20160 and LMC 2.36.060. Four (4) bids were received and opened by the City Clerk on July 16, 2024, and three (3) bids were determined to be responsive responsible bidders. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results - Fleet Maintenance and Repair Services

Contractor	Base Bid
Manteca Ford-Mercury, Inc.	$99,796.00
Main Auto Repair	$122,050.00
Tracy Ford	$135,396.79
Big Valley Ford	Non-Responsive

Staff reviewed and evaluated the bids and determined that the lowest responsible bidder is Manteca Ford-Mercury, Inc., with a base bid of $99,796. Staff requests City

Council adopt a resolution awarding a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for maintenance and repair services of City fleet.

FISCAL IMPACT:

The proposed base bid Fleet Maintenance and Repair Services Contract with Manteca Ford-Mercury, Inc., is for $99,796. The base bid is for preventative and general maintenance and repair services of City fleet. In addition to the base bid, an additional $151,295 for additional maintenance and repair services of City fleet that might arise during the fiscal year is included within the proposed contract. The total proposed Fleet Maintenance and Repair Services Contract with Manteca Ford-Mercury, Inc., is not to exceed $251,091. Sufficient funds were allocated in the approved Fiscal Year (FY) 2024/25 budget for fleet maintenance and repair services to award the contract.

The Fleet Maintenance and Repair Services Contract with Manteca Ford-Mercury, Inc., may be extended annually for up to three (3) consecutive one-year terms after the initial Contract period, at the discretion and approval of the CITY, at the cost of $251,091 plus 5% per year, and as approved by the annual City budget.

ATTACHMENTS:

A. Resolution Awarding a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for Maintenance and Repair of City Fleet

B. Bid Proposal from Manteca Ford-Mercury, Inc.

C. Fleet Maintenance and Repair Services Contract with Manteca Ford-Mercury, Inc., for Maintenance and Repair of City Fleet

APPROVALS:

Todd Sebastian — 7.31.2024
Director of Parks, Recreation, and Fleet — Date

Cari James — 8/1/2024
Director of Finance — Date

Thomas Hedegard — 8/5/2024
Deputy City Manager — Date

Michael King — 8.1.2024
Assistant City Manager — Date

Salvador Navarrete — 7.31.2024
City Attorney — Date

Stephen J. Salvatore — 8.5.24
City Manager — Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT TO MANTECA FORD-MERCURY, INC., FOR MAINTENANCE AND REPAIR OF CITY FLEET

WHEREAS, on June 26, 2024, staff released specifications for bid solicitations for Fleet Maintenance and Repair Services; and

WHEREAS, on June 28, 2024, the City solicited bids for Fleet Maintenance and Repair Services pursuant to PCC 20160 and LMC 2.36.060; and

WHEREAS, a total of four (4) bids were received and opened by the City Clerk on July 16, 2024; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for Fleet Maintenance and Repair Services was determined to be Manteca Ford-Mercury, Inc., with a base bid of $99,796; and

WHEREAS, staff requests City Council award the Fleet Maintenance and Repair Services contract to Manteca Ford-Mercury, Inc., in the amount of $99,796 for preventative maintenance and $151,295 for additional maintenance and repair services of City fleet that might arise during the fiscal year, and authorize staff to spend the funds as necessary to maintain City fleet with Manteca Ford-Mercury, Inc.; and

WHEREAS, sufficient funds were allocated in the approved Fiscal Year (FY) 2024/25 budget for the Fleet Maintenance and Repair Services;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a Fleet Maintenance and Repair Services contract to Manteca Ford-Mercury, Inc., for the maintenance and repair services of City fleet for a total cost not to exceed $251,091.

The foregoing resolution was passed and adopted this 12th day of August, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

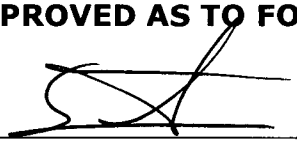
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

DESCRIPTION / Fusion #765 Charger 765

ITEM	SERVICE	SERVICE NOTES	YEAR / MAKE / MODEL	PER SERVICE COST		ESTIMATED SERVICES		TOTALS	SUM OF TOTALS
1	(4) New Tires Per Original Equipment Manufacture Specifications	Mount, Balance and Alignment. Disposal of Replaced Tires.	Cars (Fusion, Tesla, Charger)	$ [illegible]	x	3	=	$3633	$34311
			Light SUV (Terrain)	$726	x	3	=	$2178	
			Police Explorer Interceptor	$1100	x	10	=	$11000	
			Large SUV (Tahoe, Traverse)	$1250	x	4	=	$5000	
			Light Truck (Colorado, Chevy 1500, Ford F150)	$1100	x	5	=	$5500	
			Heavy Truck (Silverado 2500-6500, Ford F250-F650)	$1400	x	5	=	$7000	
2	Replacement of Front and Rear Brakes, Rotors, Fluids, and Inspect Anti-lock Brake Systems (ABS) Per Equipment Manufacture Specifications.	Ensure Brake Lines and Master and Wheel Cylinders Aren't Leaking, Inspect Calipers for Wear, Fluid Leaks and Movement.	Cars (Fusion, Tesla, Charger)	$1100	x	3	=	$3300	$49000
			Light SUV (Terrain)	$1100	x	3	=	$3300	
			Police Explorer Interceptor	$1300	x	15	=	$19500	
			Large SUV (Tahoe, Traverse)	$1100	x	4	=	$4400	
			Light Truck (Colorado, Chevy 1500, Ford F150)	$1100	x	5	=	$5500	
			Heavy Truck (Silverado 2500-6500, Ford F250-F650)	$1300	x	10	=	$13000	
3	Vehicle Battery Replacement PER Original Equipment Manufacture	Diagnostic electrical system and battery test report (printed or emailed), and proper disposal and recycling of all replaced batteries	Cars (Fusion, Tesla, Charger)	$189	x	1	=	$189	$3780
			Light SUV (Terrain)	$189	x	1	=	$189	
			Police Explorer Interceptor	$189	x	5	=	$945	
			Large SUV (Tahoe, Traverse)	$189	x	5	=	$945	
			Light Truck (Colorado, Chevy 150, Ford F150)	$189	x	5	=	$945	
			Heavy Truck (Silverado 2500-6500, Ford F250-F650)	$189	x	3	=	$567	
4	Windshield Replacement Original Equipment Manufacture Specifications.	Windshield Shall Include (Acoustic Interlayer, Humidity Sensor and Solar)	2019 Ford Fusion	$700	x	1	=	$700	$3500
			2020 Chevy Tahoe	$700	x	1	=	$700	
			2021 Dodge Charger GT	$600	x	1	=	$600	
			2022 Silverado 2500	$750	x	1	=	$750	
			2023 Police Explorer Interceptor	$750	x	1	=	$750	
5	Check Engine Light Diagnostics	Provide Findings	See Attached Fleet List	$195	x	25	=	$4875	$4875
6	AC Diagnostic	Provide Findings	See Attached Fleet List	$195	x	10	=	$1950	$1950
7	Smog Testing Fee and Certificate	Provide Findings	See Attached Fleet List	$68	x	10	=	$680	$680
8	Synthetic Oil Change Per Original Equipment Manufacture Specifications	Tire Rotation and Pressure Check, Fluids, Battery, and Filter Test, and Replacement Belts and Check Hoses.	See Attached Fleet List	$85.	x	200	=	$1700	$1700
			TOTAL SAMPLE BASE BID (SUM OF TOTALS)						$99796

TOTAL SAMPLE BASE BID IN WORDS: Ninty Nine thousand Seven hundred ninty Six dollars

We also have Free Pick up And Delivery of Vehicles.

CITY OF LATHROP

GENERAL SERVICES CONTRACT WITH MANTECA FORD-MERCURY, INC. FOR 2024-2025 FLEET MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT, dated for convenience this **12th day of August, 2024** (the "Effective Date") is by and between [Insert form of company: **Manteca Ford-Mercury, Inc.** ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY"). In consideration of their mutual covenants, the parties hereto agree as follows:

(1) Scope of Work

1. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide Fleet Maintenance and Repair.

2. CONTRACTOR shall respond to the request in compliance with Attachment A – Service Specifications for Fleet Maintenance and Repair work and provide a cost estimate for requested scope of work.

3. CONTRACTOR shall only begin work pursuant to this Agreement following Notice to Proceed and a Task Order from the CITY's Parks, Recreation, and Fleet Services Director or their designee.

4. CONTRACTOR and employees who are performing maintenance on City Fleet shall at all times during the performance of work pursuant to this agreement maintain a valid Automotive Service Excellence (ASE) Certification

5. CONTRACTOR and employees who are transporting City Fleet shall pass a Live Scan fingerprinting / criminal record check.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **$251,091** Fleet Maintenance and Repair work. CONTRACTOR shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONTRACTOR be entitled to compensation for work not included in the Task Order, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

Contract rates detailed in bid schedule shall remain fixed through June 30 of the then current Contract term. Any request by the CONTRACTOR for Contract price adjustment thereafter shall

be substantiated by supportive documentation correlated to the State of California Department of General Services California Construction Cost Index (CCCI), and in no case greater than 5% above existing labor and vehicle rates. It is expressly understood that Contract rate increases are not automatic nor guaranteed. All rate adjustment requests must be submitted in writing to the City's Parks, Recreation, and Fleet Services Department Director no later than April 30th of the current Contract term to be included in the following Contract term and will not go into effect until July 1st of that same year. If considered, price adjustments due to an increase in said CCCI shall be calculated based upon the values for the month of February of the previous Contract term and that of the current Contract term.

(3) Effective Date and Term

The effective date of this Agreement is **12th day of August, 2024** through **June 30, 2025.** The Contract may be extended annually for up to three (3) consecutive one-year terms after the initial Contract period, at the discretion and approval of the CITY, at a cost not to exceed $251,091 plus 5% per year, and as approved by the annual City budget. The contract terms are as follows:

- **Optional Term 1: July 1, 2025 - June 30, 2026**
- **Optional Term 2: July 1, 2026 - June 30, 2027**
- **Optional Term 3: July 1, 2027 - June 30, 2028**

The CITY shall notify the CONTRACTOR in writing of its intent to extend the Contract by April 30th of the current Contract term.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent Contractor and not an employee of the CITY. As an independent Contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Section 1 of this Contract to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire

Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Paul Singh, Service Director**. CITY shall be notified by CONTRACTOR of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

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

(9) Assignment and SubContracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S authorized representative. CONTRACTOR shall not Sub-Contract any portion of the performance contemplated and provided for herein, other than the Sub-Contractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

Category 2 "Intermediate Risk"

Insurance Requirements

i. Commercial General Liability

a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) 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. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office 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 Vendor shall not affect coverage provided the City.

c. Coverage shall state that Vendor 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.

ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars ($2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability- Statutory

a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Vendor

shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
Proof of Workers' Compensation is not required if Consultant provides written verification that they have no employees.

iv. All Coverages

a. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

b. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

c. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

d. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

e. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A-VII or higher.

(11) Indemnification - CONTRACTOR'S Responsibility

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

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

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

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

(15) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII

(B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Parks, Recreation, and Fleet Services Dept. 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7430 FAX: (209) 941-7449
To Contractor:	Manteca Ford-Mercury, Inc.
Mailing Address:	P.O. Box 2185 Manteca, CA 95336
Phone:	209.249.3642
Email:	paulsingh@mantecaford.net
ATTN:	Paul Singh

(17) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a

single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.

(c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(d) Definitions. The definitions and terms are as defined in these specifications.

(e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY.

(k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

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

(n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

(19) Signatures

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

ATACHMENTS:

ATTACHMENT A: Contractor's submitted bid packet

Approved as to Form:

City of Lathrop
City Attorney

8.6.2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Parks, Recreation, and Fleet Services Department

Todd Sebastian Date
Director

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONTRACTOR:

NAME: Manteca Ford-Mercury, Inc.

Street Address: 555 North Main Street

City, State, Zip: Manteca, CA 95336

Fed ID #: 689365421

Business License #: 10803054

Signature Date

Print Name and Title

(END OF SECTION)

ITEM 4.16

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP PS 25-05, LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TJKM TO PROVIDE DESIGN SERVICES ASSOCIATED WITH CIP PS 25-05, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Creating CIP PS 25-05, Lathrop High School Pedestrian Signal, Approving a Professional Services Agreement with TJKM to Provide Design Services Associated with CIP PS 25-05, and Approving Budget Amendment**

SUMMARY:

During the July 8, 2024 City Council Regular Meeting, City Council approved a councilmember referral requesting that staff investigate the potential installation of a traffic signal at the Spartan Way and Central Pacific Intersection (Intersection), to increase pedestrian safety. Students of Lathrop High School (LHS) cross north/south through this intersection to access the school. Staff completed a traffic study and determined that a traffic signal is warranted at the Intersection. Staff requests that the City Council approve the creation of Capital Improvement Project (CIP) PS 25-05 for Lathrop High School Pedestrian Signal (Project) so that staff can pursue design and construction of the Project.

Design engineering consulting services are needed for the design of the Project so staff requested and received proposals from qualified engineering consultants. TJKM was selected as the best-qualified firm based on their previous work history, qualifications, and overall understanding of the project requirements.

Staff recommends City Council approve the creation of CIP PS 25-05, approve a Professional Services Agreement with TJKM in the amount of $30,000 to provide design services for the Project, and approve a budget amendment transferring $30,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) to fund the planning and design engineering phase.

BACKGROUND:

During the July 8, 2024 City Council Regular Meeting, City Council approved a councilmember referral requesting that staff investigate the potential installation of a traffic signal at the Spartan Way and Central Pacific Intersection to increase pedestrian safety.

Staff confirmed that during morning peak hour that correlated with student drop-off 352 students crossed from north to south through the Intersection and 856 vehicles travelled east and west on Spartan Way through the Intersection. Based on the data

collected, a traffic signal is warranted pursuant to the Manual on Uniform Traffic Control Devices (MUTCD) Figure 4J-1 for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways.

The scope of work for the Project includes topographic survey, civil, electrical, signing, striping, and structural improvement plans, technical specifications, and probable construction cost for the traffic signal. The Project limits are depicted in Attachment "B".

Staff requested and received proposals from qualified engineering consultants. TJKM was selected as the best-qualified firm based on their previous work history, qualifications, and overall understanding of the Project requirements.

Staff is requesting City Council create CIP PS 25-05 for Lathrop High School Pedestrian Signal, approve a Professional Services Agreement with TJKM in the amount of $30,000 to provide design services for the Project, and approve a budget amendment transferring $30,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) to fund the planning and design engineering phase.

REASON FOR RECOMMENDATION:

The Project is needed to provide a safe school route for LHS students and mitigate traffic on Spartan Way. Staff has reviewed the proposal from TJKM to complete the design services and recommends City Council approve a Professional Services Agreement with TJKM in the amount of $30,000. The proposed creation of CIP PS 25-05 and budget amendment would allow the Project to move forward and allocate funds for the installation of a traffic signal.

FISCAL IMPACT:

Sufficient funds were not allocated in the approved FY 24-25 budget, therefore, staff is requesting the approval of budget amendment transferring $30,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) as follows:

Increase Transfer Out		
1060-99-00-990-90-10		$30,000
Increase Transfer In		
3310-99-00-393-00-00	PS 25-05	$30,000
Increase Appropriation		
3310-80-00-420-84-00	PS 25-05	$30,000

The budget transfer of $30,000 from the Measure C Fund (1060) is contingent upon the Measure C oversight committee finding that the expenses in compliance with appropriate use of Measure C funds.

ATTACHMENTS:

A. Resolution Creating CIP PS 25-05, Lathrop High School Pedestrian, Approving a Professional Services Agreement with TJKM to Provide Design Services Associated with CIP PS 25-05, and Approving Budget Amendment

B. CIP PS 25-05 Project Limits Map – Lathrop High School Pedestrian

C. Professional Services Agreement with TJKM to Provide Design Services Associated with CIP PS 25-05

APPROVALS:

Veronica Albarran — 08-05-2024
Junior Engineer — Date

Brad Taylor — 8/5/2024
City Engineer — Date

Cari James — 8/5/2024
Director of Finance — Date

Michael King — 8.5.2024
Assistant City Manager — Date

Salvador Navarrete — 8.5-2024
City Attorney — Date

Stephen J. Salvatore — 8.6.24
City Manager — Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PS 25-05, LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TJKM TO PROVIDE DESIGN SERVICES ASSOCIATED WITH CIP PS 25-05, AND APPROVING BUDGET AMENDMENT

WHEREAS, during the July 8, 2024 City Council Regular Meeting, City Council approved a referral requesting that staff investigate the potential installation of a traffic signal at the Spartan Way and Central Pacific Intersection (Intersection) to increase pedestrian safety; and

WHEREAS, staff confirmed that during morning peak hour that correlated with student drop-off 352 students crossed from north to south through the Intersection and 856 vehicles travelled east and west on Spartan Way through the Intersection; and

WHEREAS, based on the data collected, a traffic signal is warranted pursuant to the Manual on Uniform Traffic Control Devices (MUTCD) Figure 4J-1 for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways; and

WHEREAS, the scope of work for the Lathrop High School Pedestrian Signal (Project) includes topographic survey, civil, electrical, signing, striping, and structural improvement plans, technical specifications, and probable construction cost for the traffic signal. The Project limits are depicted in Attachment "B" of the City Manager's Report that accompanies this Resolution; and

WHEREAS, staff requested and received proposals from qualified engineering consultants. TJKM was selected as the best-qualified firm based on their previous work history, qualifications, and overall understanding of the Project requirements; and

WHEREAS, staff requests City Council approve the creation of Capital Improvement Project (CIP) PS 25-05, Lathrop High School Pedestrian Signal; and

WHEREAS, staff also requests City Council approve a Professional Services Agreement with TJKM in the amount of $30,000 to provide design services associated with CIP PS 25-05; and

WHEREAS, staff further requests the approval of a budget amendment transferring $30,000 from the Measure C Fund to the CIP Project Fund to fund the planning and design engineering phase as follows:

Increase Transfer Out	
1060-99-00-990-90-10	$30,000

Increase Transfer In		
3310-99-00-393-00-00	PS 25-05	$30,000
Increase Appropriation		
3310-80-00-420-84-00	PS 25-05	$30,000

The budget transfer of $30,000 from the Measure C Fund (1060) is contingent upon the Measure C oversight committee finding the expenses in compliance with appropriate use of Measure C funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby creates Capital Improvement Project PS 25-05, Lathrop High School Pedestrian Signal; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a Professional Services Agreement with TJKM to provide design services associated with Capital Improvement Project PS 25-05, Lathrop High School Pedestrian Signal; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring $30,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) as detailed above.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

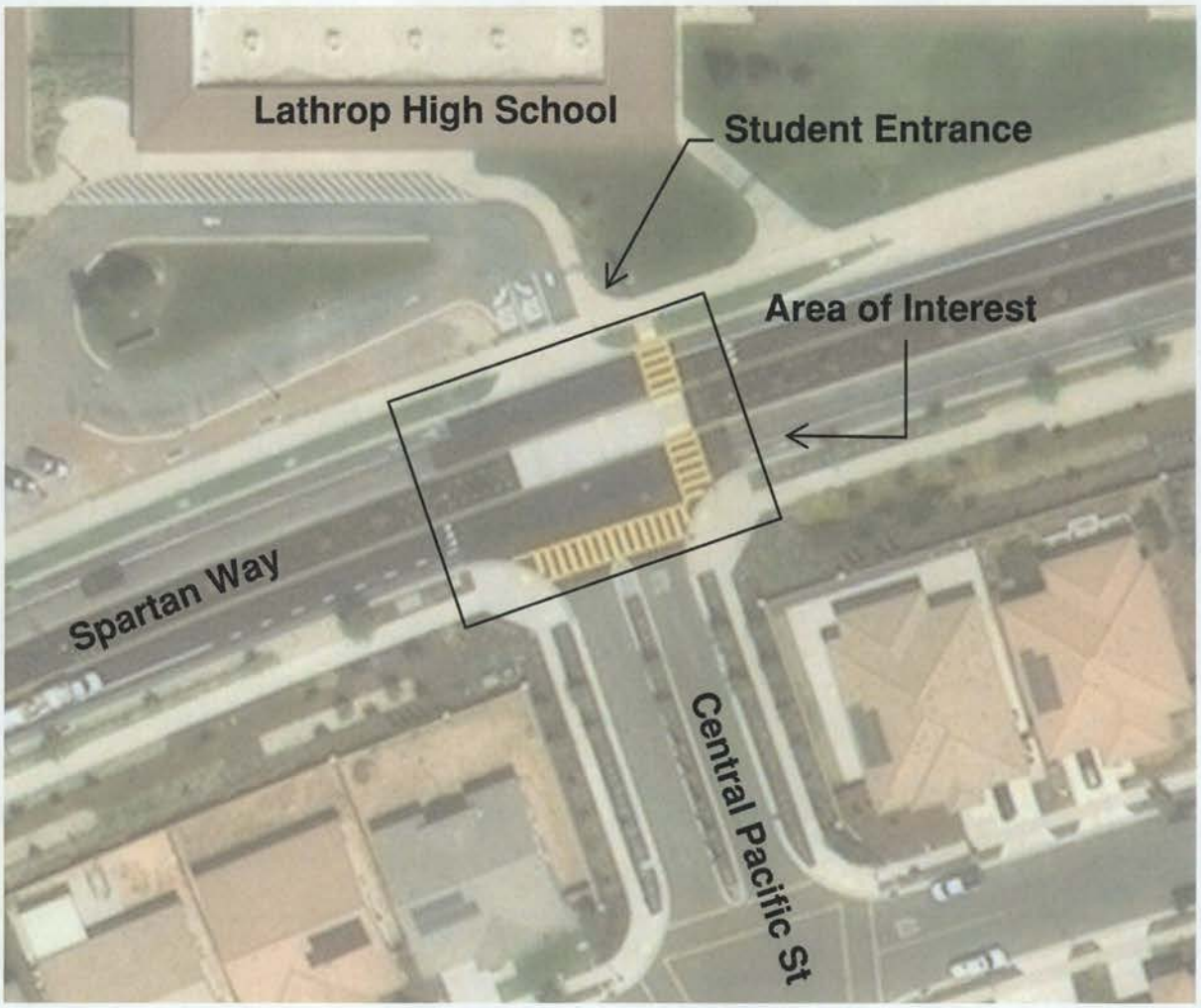
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

ATTACHMENT "B"



ATTACHMENT
"C"

CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH TJKM
TO PROVIDE CIVIL ENGINEERING SERVICES TO COMPLETE THE DESIGN PHASE FOR LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL PROJECT, CIP PS 25-05

THIS AGREEMENT, dated for convenience this **12TH** day of **August 2024**, is by and between **TJKM** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **$30,000**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event

shall CONSULTANT be entitled to compensation for work not included in Exhibit "A" unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **August 12, 2024**, and it shall terminate no later than **September 30, 2026.**

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, the total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

(7) Assignment of Personnel

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

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

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

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

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

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks

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

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

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

(i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.

(iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

(v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.

(vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars ($1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed $150,000 per claim.

(ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

(iii) The policy must contain a cross liability or severability of interest clause.

(iv) The following provisions shall apply if the professional liability coverages are written on a claim made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall

disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

(f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

(ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility

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

and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(11) Licenses

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

(12) Business Licenses

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

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such

compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

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

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Department of Public Works 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7430 FAX: (209) 941-7449
To Consultant:	Erik Bjorklund 4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588
Phone: Fax:	(925) 463-0611 (925) 463-3690

(16) Miscellaneous

(a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

(b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

(c) Definitions. The definitions and terms are as defined in these specifications.

(d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

(e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

(f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

(g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

(h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

(i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

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

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

(l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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

(n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this

Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop
City Attorney

8.5.2024

Salvador Navarrete Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Erik Bjorklund
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

Fed ID # _____
Business License # _____

Signature Date

(Print Name and Title)

TJKM VISION THAT MOVES YOUR COMMUNITY

August 2, 2024

Mr. Brad Taylor
City Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330
P: 209.941.7438
Via e-mail only: btaylor@ci.lathrop.ca.us

Subject: Proposal for Traffic Design Services for: Pedestrian Hybrid Signal in front of Lathrop High School

Attention Brad,

Thank you for the opportunity to provide you a scope and fee for the Traffic Design services for the above referenced project. The Pedestrian Hybrid Signal or HAWK design plans will conform to the current City of Lathrop's standards, the latest California MUTCD guidelines, and the latest Caltrans standard plans and specifications.

TJKM has broken the effort into four main tasks:

1. Preparation of Pedestrian Hybrid Signal Plans and Estimates (PS&E)
2. Construction Support Services
3. Meetings
4. MacKay & Somps – Civil Support if required

TASK 1-PREPARATION OF PEDESTRIAN HYBRID SIGNAL PLANS AND ESTIMATES

TJKM will use the AutoCAD master base file prepared by others and prepare 1"=20' scale traffic signal Pedestrian Hybrid Signal design plans in AutoCAD format. The design plans will include all the Pedestrian signal equipment required by the City for the existing roadways.

The following Pedestrian Hybrid Signal plan sheets will be prepared:

- Spartan Way and Central Pacific Street (Installation)
    i. TJKM and MacKay & Somps designed Spartan Way and Central Pacific Street many years ago and TJKM has all the CADD base files for the intersection. TJKM helped place the left turn pocket barriers and designed all the striping for this intersection. After a field review of the site all the ramps and sidewalks are fairly new and TJKM feels there will be little survey and civil support required. With

the installation of the signal poles the contractor shall replace all concrete in kind.

ii. Also any minor Signing & Striping changes at the intersection are included in this task.

PS&E Deliverables

We have assumed 3 rounds of review at the 65%, 95%, and Final check stages with the City. For each round of review, we will prepare a response to comments matrix addressing the comments from the previous round.

TJKM will also prepare an opinion of probable construction cost at each review round in MS Excel format.

Deliverable: Electronic (.pdf & .dwg) of the plans, response to comments matrix, opinion of probable construction cost in MS Excel format

Task 2-Construction Support Services

TJKM can provide construction support services to the Client during construction. Services include: During construction, the TJKM Team will assist the Client as follows:

- Attend the pre-construction meeting.
- Prepare responses to contractors' RFIs during the construction phase, as needed.
- Review up to 10 contractor submittals and assist the City inspector with specific design issues during construction.
- Attend one construction progress meeting to answer design questions and clarify design elements when requested by the City staff.
- Prepare "Record Drawings". These plans will include any changes made in the field during construction

Construction Support Deliverables

- Addendum(s), Clarifications, as necessary
- Review and preparation of responses for submittals
- Preparation of responses for RFI's
- Attendance at 1 construction progress meeting

Task 3-Meetings

TJKM has budgeted 3 meetings with the City and or others for this effort. Additional meetings can be attended on a time and materials basis with a contract amendment.

BUDGET

Task	Total
1. Preparation of Pedestrian Hybrid Signal	$16,000
2. Construction Support Services	$3,000
3. Meetings	$1,000
4. MacKay & Somps – if needed (T&M)	$10,000 (not to exceed)
TOTAL Not to Exceed Amount	**$20,000** **Not to exceed $30,000, if we need MS support**

The attached detailed scope of service is based on our experience with similar traffic design projects. The designs will be in accordance with the City of Lathrop's Standards, California MUTCD guidelines, and Caltrans Standard Plans and Specifications. We will bill monthly on a percent-complete basis.

TJKM will work as expeditiously as possible to meet your schedule for the project. We are prepared to begin work upon receipt of your notice to proceed.

If the proposed scope and budget for the project is acceptable please sign and return this proposal. If you have any questions or require additional information regarding our scope or budget, please contact me at (925) 264-5015, or ebjorklund@tjkm.com

Sincerely,

Erik Bjorklund
Senior Project Manager

_____
Mr. Brad Taylor Date

L:\CITIES\Lathrop\Proposals\P08-02-2024 Pedestrian Hybrid Signal Plans.docx

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 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 October 4, 2024 through October 31, 2024**

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 352 sworn overtime hours for the duration of the event that will be held from October 4, 2024 through October 31, 2024. Additionally, Community Service Officers are being requested for traffic mitigation for a total of 40 non-sworn overtime hours.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the annual Pumpkin Maze event. Dell'Osso agrees to pay the overtime cost to provide the requested officer hours and 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 estimated overtime cost for the Dell'Osso Pumpkin Maze event is $41,905.60.

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 October 4, 2024 through October 31, 2024.

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 October 4, 2024 through October 31, 2024. Dell'Osso has requested a total of 328 sworn overtime hours for the duration of the event. Additionally, Community Service Officers are being requested for traffic mitigation for a total of 40 non-sworn overtime hours. Police Officers will work from a schedule with (24) eight-hour shifts and (9) six-hour shifts for a total of 246 hours, and Sergeant(s) will work from a schedule with (8) eight-hour shifts and (3) six-hour

shifts for a total of 82 hours. Community Service Officers will be scheduled as needed for traffic mitigation for an estimated total of (40) overtime hours. Officers working the event will do so outside of their regularly assigned work schedule.

Dell'Osso agrees to pay the overtime costs to provide the requested sworn and non-sworn hours and 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 to be $41,905.60. At the conclusion of the events, 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 24-25 adopted budget.

ATTACHMENTS:

A. Resolution Approving Agreement to Provide Law Enforcement Services to Dell'Osso Farms, LLC. for the Annual Pumpkin Maze event on October 4, 2024 through October 31, 2024

B. Agreement with Dell'Osso Farms, LLC. to Provide Law Enforcement Services for the Pumpkin Maze event on October 4, 2024 through October 31, 2024

APPROVALS:

Stephen Sealy
Chief of Police — Date: 7/31/2024

Cari James
Finance Director — Date: 8/1/2024

Thomas Hedegard
Deputy City Manager — Date: 8/5/2024

Salvador Navarrete
City Attorney — Date: 8-1-2024

Stephen J. Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24 -

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 OCTOBER 4, 2024 THROUGH OCTOBER 31, 2024

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 October 4, 2024 through October 31, 2024; and

WHEREAS, Dell'Osso has requested a total of 328 sworn overtime hours for the duration of the event. Additionally, Community Service Officers are being requested for traffic mitigation for a total of 40 non-sworn overtime hours; and

WHEREAS, Police Officers will work from a schedule with (24) eight-hour shifts and (9) six-hour shifts for a total of 246 hours, and Sergeant(s) will work from a schedule with (8) eight-hour shifts and (3) six-hour shifts for a total of 82 hours. Community Service Officers will be scheduled as needed for traffic mitigation for an estimated (40) overtime 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 $41,905.60; and

WHEREAS, there is no fiscal impact to the City for this agreement because costs will be reimbursed by Dell'Osso Farms, LLC. and the Revenue and Overtime Expense are included in the FY 24-25 adopted budget.

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 October 4, 2024 through October 31, 2024.

The foregoing resolution was passed and adopted this 12th day of August 2024, 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 TO PROVIDE DELL'OSSO FARMS, LLC. LAW ENFORCEMENT SERVICES FOR THE PUMPKIN MAZE EVENT ON OCTOBER 4, 2024 THROUGH OCTOBER 31, 2024

THIS AGREEMENT for law enforcement services to DELL'OSSO FARMS, LLC. for the PUMPKIN MAZE event (hereinafter "EVENT"), dated for convenience this **_____ day of August** 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 246 hours, Sergeant(s) will work from a schedule with a total of 82 hours, and Community Service Officer(s) will work as needed for an estimated total of 40 hours for traffic control. Attached is Exhibit "A" of the shifts and hours requested by DELL'OSSO FARMS.

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:

	Overtime Rate	Estimated Hrs	Estimated Cost
Police Officer	$112.91	246	$27,775.86
Sergeant	$133.07	82	$10,911.74
Community Service Officers	$80.45	40	$3,218.00
TOTALS			**$41,905.60**

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, 2024,** 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 (24) eight-hour shifts and (9) six-hour shifts with a total of 246 hours, and Sergeant(s) will work from a schedule with (8) eight-hour shifts and (3) six-hour shifts with a total of 82 hours, unless otherwise adjusted due to circumstantial events as referenced in the Agreement. Community Service Officer(s) will work as needed for an estimated total of 40 hours for traffic control.

(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.

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

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 of 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.

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

(14) <u>Signatures</u>

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.

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:

Stephen J. Salvatore Date
City Manager

Dell'Osso Farms, LLC:

Susan Dell'Osso Date

Recommended for Approval:

Stephen Sealy Date
Chief of Police

Approved as to Form:

7-18-2024

Salvador Navarrete Date
City Attorney

Attest:

Teresa Vargas Date
City Clerk

2024 CORN MAZE STAFFING SCHEDULE
October 4, 2024 through October 31, 2024

Exhibit A

DATE		SHIFT	ASSIGNED STAFF			Officer Hrs	Sgt. Hrs
			Officer	Sgt.	NAME		
5-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm		1	Sergeant		8
6-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm		1	Sergeant		8
11-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm		1	Sergeant		6
12-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm		1	Sergeant		8
13-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm		1	Sergeant		8
18-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm		1	Sergeant		6
19-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm		1	Sergeant		8
20-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm		1	Sergeant		8
25-Oct	Friday	4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm	1		Officer	6	
		4pm-10pm		1	Sergeant		6

2024 CORN MAZE STAFFING SCHEDULE
October 4, 2024 through October 31, 2024

26-Oct	Saturday	2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm	1		Officer	8	
		2pm-10pm		1	Sergeant		8
27-Oct	Sunday	1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm	1		Officer	8	
		1pm-9pm		1	Sergeant		8
					Total Sworn Hours	**246**	**82**
Non-Sworn Hours							
Traffic Control		As needed			Community Service Officers (CSO)	40	
					Total Non-Sworn Hours	**40**	

Total Officer Hours: 246
Total Sergeant Hours: 82
Total CSO Hours: 40

Total Contract Hours: 368

CITY MANAGER'S REPORT
AUGUST 12, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FIBER OPTIC COMMUNICATION INFRASTRUCTURE CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

RECOMMENDATION: **Adopt Resolution Approving a Fiber Optic Communication Infrastructure Construction, Operation and Maintenance Agreement with River Islands Development, LLC**

SUMMARY:

River Islands Development, LLC (River Islands), the developer of the River Islands at Lathrop Project (Project), has constructed fiber optic communications infrastructure, including conduits, boxes, inner ducts, and fiber optic cable (Fiber Infrastructure), within most of the major arterial roadways in the Project. The Fiber Infrastructure will establish communication to facilities owned and operated by the City, Reclamation District 2062 (RD 2062) and River Islands Public Financing Authority (RIPFA) to provide surveillance, monitoring, data collection and remote access.

An agreement is needed to clearly delineate and document the use of the Fiber Infrastructure and to outline policies for its use in the future, including the extension and expansion of the Fiber Infrastructure as the Project continues to develop. In addition, an agreement is needed to determine the terms and conditions for the operation and maintenance of the Fiber Infrastructure.

Staff requests Council approve the Agreement by and Between City of Lathrop and River Islands Development, LLC, for Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure (Agreement), included as Attachment B, and authorize the City Manager to execute the Agreement.

BACKGROUND:

River Islands has constructed the Fiber Infrastructure within most of the major arterial roadways in the Project. The Fiber Infrastructure will establish communication to facilities such as pump stations and traffic signals owned and operated by the City, Reclamation District 2062 (RD 2062) and River Islands Public Financing Authority (RIPFA) to provide surveillance, monitoring, data collection and remote access of these facilities.

An agreement is needed to clearly delineate and document the use of the Fiber Infrastructure and to outline policies for its use in the future, including the extension and expansion of the Fiber Infrastructure as the Project continues to develop. In addition, an agreement is needed to determine the terms and conditions for the operation and maintenance of the existing Fiber Infrastructure.

Pursuant to the Agreement, River Islands is responsible to fund and provide the City with a minimum one inch inner duct and 144 strand count single-mode fiber within all existing Fiber Infrastructure conduits in Phase 1 of the Project. For future improvements, the City will direct the placement of conduits and sizing of the fiber optic cable with the improvement plan check process to ensure that proper connection is provided to City facilities at River Islands cost. The City is responsible for making final connections to City facilities, maintaining and operating City Fiber Infrastructure, and furnishing surveillance cameras and other appurtenances.

The initial term of this Agreement is one year with automatic renew each year unless it is terminated through mutual agreement by the City and River Islands or the City determines that the need for the Fiber Infrastructure is no longer necessary.

Staff requests Council approve and authorize the City Manager to execute the Agreement.

REASON FOR RECOMMENDATION:

Communication with City facilities is essential to maintain consistent and safe operation. The Fiber Infrastructure will provide efficient and reliable communication to City facilities and the Agreement will ensure connection and maintenance of the Fiber Infrastructure. Therefore, staff requests Council approve and authorize the City Manager to execute the Agreement.

FISCAL IMPACT:

None

ATTACHMENTS:

A. Resolution Approving a Fiber Optic Communication Infrastructure Construction, Operation and Maintenance Agreement with River Islands Development, LLC

B. Agreement by and Between City of Lathrop, a California Municipal Corporation and River Islands Development, LLC, a Delaware Limited Liability Company for Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure

APPROVALS

Brad Taylor
City Engineer — Date: 7/25/2024

Tony Fernandes
Chief Information Officer — Date: 7-25-2024

Cari James
Finance Director — Date: 7/26/2024

Michael King
Assistant City Manager — Date: 7.25.2024

Salvador Navarrete
City Attorney — Date: 7.25.2024

Stephen Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A FIBER OPTIC COMMUNICATION INFRASTRUCTURE CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

WHEREAS, River Islands Development, LLC (River Islands), the developer of the River Islands at Lathrop Project (Project), has constructed fiber optic communications infrastructure, including conduits, boxes, inner ducts, and fiber optic cable (Fiber Infrastructure), within most of the major arterial roadways in the Project; and

WHEREAS, the Fiber Infrastructure will establish communication to facilities such as pump stations and traffic signals owned and operated by the City, Reclamation District 2062 (RD 2062) and River Islands Public Financing Authority (RIPFA) to provide surveillance, monitoring, data collection and remote access of these facilities; and

WHEREAS, an agreement is needed to clearly delineate and document the use of the Fiber Infrastructure and to outline policies for its use in the future, including the extension and expansion of the Fiber Infrastructure as the Project continues to develop. In addition, an agreement is needed to determine the terms and conditions for the operation and maintenance of the existing Fiber Infrastructure; and

WHEREAS, staff has worked with River Islands to draft the Agreement by and Between City of Lathrop and River Islands Development, LLC, for Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure (Agreement), Attachment B to the City Manager's Report; and

WHEREAS, pursuant to the Agreement, River Islands is responsible to fund and provide the City with a minimum one inch inner duct and 144 strand count single-mode fiber within all existing Fiber Infrastructure conduits in Phase 1 of the Project. For future improvements, the City will direct the placement of conduits and sizing of the fiber optic cable with the improvement plan check process to ensure that proper connection is provided to City facilities at River Islands cost; and

WHEREAS, the City is responsible for making final connections to City facilities, maintaining and operating City Fiber Infrastructure, and furnishing surveillance cameras and other appurtenances; and

WHEREAS, the initial term of this Agreement is one year with automatic renew each year unless it is terminated through mutual agreement by the City and River Islands or the City determines that the need for the Fiber Infrastructure is no longer necessary; and

WHEREAS, there is no fiscal impact to the City with this Agreement; and

WHEREAS, staff requests Council approve and authorize the City Manager to execute the Agreement.

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

1. The Agreement by and Between City of Lathrop and River Islands Development, LLC, for Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure is hereby approved.

2. The City Manager, or their designee, is authorized to execute the Agreement by and Between City of Lathrop and River Islands Development, LLC, for Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure in substantially the form as attached to the August 12, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

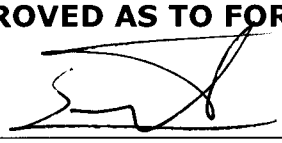
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT
"B"

AGREEMENT

By and Between

City of Lathrop, a California Municipal Corporation

and

River Islands Development, LLC, a Delaware Limited Liability Company

for

Construction, Operation and Maintenance of Fiber Optic Communication Infrastructure

This Agreement ("Agreement") is made and entered into on _____, 2024, ("Effective Date"), by and between the City of Lathrop, a municipal corporation (hereinafter "CITY") and River Islands Development, LLC, a Delaware limited liability company (hereinafter "RIVER ISLANDS"), together the "PARTIES."

RECITALS

A. RIVER ISLANDS has developed and will continue to develop the River Islands at Lathrop project ("River Islands Project") including the development of fiber optic communications infrastructure within the River Islands Project ("Fiber Infrastructure") for the purpose connecting facilities owned and operated by public agencies within the River Islands Project ("Public Agencies") and to provide access for CITY in connecting facilities owned and operated by CITY.

B. RIVER ISLANDS dedicated Right of Way Easements to CITY and holds the underlying fee title in all locations where RIVER ISLANDS has or intends to install the Fiber Infrastructure. RIVER ISLANDS agrees to install and operate its Fiber Infrastructure in a manner that does not unreasonably interrupt or impede the CITY's use of its Right of Way Easements. Any work related to the Fiber Infrastructure performed within the Right of Way Easement by any party other than CITY will require a CITY encroachment permit.

C. The Fiber Infrastructure includes conduits, connecting vaults/boxes, fiber optic cabling and appurtenances that transverses major streets within the River Islands project.

D. CITY wishes to utilize a portion of the Fiber Infrastructure and RIVER ISLANDS wishes to provide access to the Fiber Infrastructure, including dedication of certain elements of the system.

E. The PARTIES wish to clearly delineate and document the use of the Fiber Infrastructure and to outline policies for its use in the future, including the extension and expansion of the Fiber Instructure as the River Islands project continues to develop.

F. The PARTIES also wish to determine the terms and conditions for the operation and maintenance of the Fiber Infrastructure and to make minor improvements to the existing system to meet the objectives of this Agreement.

****

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and RIVER ISLANDS hereby agree as follows:

1. EXISTING AND PLANNED IMPROVEMENT ACQUISITION

The PARTIES agree that it is in the best interest of the PARTIES for the CITY to own and maintain the Fiber Infrastructure that CITY utilizes. The PARTIES acknowledge that major fiber connections shall be made within the joint trench of public roadways, often in common conduits in which a dedicated innerduct for exclusive CITY use shall be provided by RIVER ISLANDS in locations approved by CITY. To this end, RIVER ISLANDS shall provide and dedicate a minimum one inch innerduct within all existing and proposed conduits in Phase 1 of the River Islands project for CITY use. RIVER ISLANDS shall pull a minimum of 144 strand count single-mode fiber through the innerducts at their expense and CITY shall make final splicing and connections at its own cost. RIVER ISLANDS agrees to install and operate its Fiber Infrastructure in a manner that does not interrupt or impede the CITY's use of its Right of Way Easements. Work performed by any party other than CITY within the Right of Way Easement related to the Fiber Infrastructure will require a CITY encroachment permit. Fiber Infrastructure locations and existing and proposed connections within both Phase 1 and Phase 2 of River Islands are as depicted on Exhibit "A" to this Agreement.

2. FUTURE IMPROVEMENT ACQUISITION

As new development occurs within both Phase 1 and Phase 2 of the River Islands project, RIVER ISLANDS shall provide and dedicate one inch minimum innerducts within all future conduits identified by CITY as necessary for CITY use. RIVER ISLANDS agrees to install and operate its Fiber Infrastructure in a manner that does not interrupt or impede the CITY's use of its Right of Way Easements. Work performed by any party other than CITY within the Right of Way Easement related to the Fiber Infrastructure will require a CITY encroachment permit. The major fiber lines for Phase 1 of the River Islands Project are depicted on Exhibit "A" to this Agreement. RIVER ISLANDS shall pull fiber through the innerducts to CITY facilities to the closest vault or box to the facility and tag such fiber in accordance with CITY standards. CITY shall, at its own cost, shall make final splicing and connections to its facilities. Future connections shall be addressed below.

a. Required Improvements: RIVER ISLANDS shall provide conduit, innerducts, fiber and other required facilities in accordance with the most recently adopted City Standards and Standard Details.

b. Direction for Future Improvements: CITY shall provide direction through the plan check process for joint trench improvement plans as to the location of the required facilities, including the placement of conduit along major arterial and collector streets where CITY infrastructure is proposed. Service drops shall

also be required to each CITY facility proposed for interconnection. These facilities shall include, but not be limited to: traffic signals, pedestrian hybrid signals, sewer lift and pump stations, water tanks and booster pump stations, surveillance cameras and equipment, license plate reader cameras and equipment, and service to public parks and other open space areas under CITY'S ownership control or other areas under mutual agreement of the PARTIES fiber service connectivity is required.

c. CITY Responsibilities: CITY shall be responsible for splicing, making final connections, energizing, inspecting, maintaining and operating all new fiber connections through newly constructed infrastructure provided by RIVER ISLANDS for CITY fiber only. CITY shall purchase and install any surveillance cameras and appurtenances at its own cost and install any fiber connections to those cameras and appurtenances at its own cost, including in public parks. Finally, CITY shall also provide notice to RIVER ISLANDS as to the timing of fiber installation and energization.

d. RIVER ISLANDS Responsibilities: RIVER ISLANDS shall be responsible for maintaining the conduits, boxes and other required facilities to support CITY's innerducts and fiber optic cable within the River Islands Project. RIVER ISLANDS shall be responsible for the repair and/or replacement of any fiber optic facilities within the River Islands Project, not to include CITY innerduct and fiber optic cable, if the system is damaged or destroyed. RIVER ISLANDS shall facilitate and fund the repair and/or replacement of such systems within the River Islands Project, except for the CITY innerduct and fiber optic cable, if the system is damaged or destroyed.

3. TERM

a. Initial Term. The initial term of this Agreement shall be one (1) year from the execution date of the PARTIES.

b. Agreement Renewal and Termination. This Agreement shall automatically renew each year subsequent to the initial term into perpetuity unless it is: (i) terminated by mutual agreement of PARTIES in writing; (ii) notwithstanding Section 6.b herein, the Agreement is terminated as a whole by a Court of competent jurisdiction as being unlawful; (iii) the need for the Fiber Infrastructure is no longer necessary as deemed by CITY, in which any fiber and associated appurtenances dedicated to CITY shall be relinquished to RIVER ISLANDS or its designated Public Agencies within 180 days of such determination by CITY.

4. WARRANTIES

a. The PARTIES each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into

this Agreement and bind itself hereto through the party set forth as signatory for the party below.

b. RIVER ISLANDS represents, warrants and agrees that: (i) River Islands solely owns the Fiber Infrastructure, including conduits as it currently exists at the time of execution of this Agreement that are not accepted by CITY; (ii) for any Fiber Infrastructure not accepted by CITY, the Fiber Infrastructure shall not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect CITY'S use of the Fiber Infrastructure for its intended use; (iii) RIVER ISLANDS execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on RIVER ISLANDS; and (iv) if any portion of the Fiber Infrastructure is encumbered by a deed to secure a debt, mortgage or other security interest, then RIVER ISLANDS shall provide promptly to CITY a mutually agreeable subordination, non-disturbance and attornment agreement executed by RIVER ISLANDS and the holder of such security interest.

5. NOTICES

All notices, requests and demands hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered.

Notices will be addressed to the parties as follows:

If to CITY:	City of Lathrop Attn: City Engineer 390 Towne Centre Drive Lathrop, CA 95330	And to:	City of Lathrop Attn: City Clerk 390 Towne Centre Drive Lathrop, CA 95330
If to RIVER ISLANDS:	River Islands Development, LLC Attn: President 73 W. Stewart Road Lathrop, CA 95330		

6. MISCELLANEOUS PROVISIONS

a. This Agreement constitutes the entire agreement between PARTIES hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by written documents signed by all PARTIES.

b. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. If any term, covenant, condition or provision of this

Agreement, or the application thereto to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenant, conditions or provisions of this Agreement, or the application thereto to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

c. RIVER ISLANDS may assign this Agreement to Lathrop Irrigation District (LID), Island Reclamation District 2062 (RD 2062) or River Islands Public Financing Authority (RIPFA) without the consent of CITY, upon written notice to CITY. RIVER ISLANDS may assign this Agreement to an Affiliated Party without the consent of CITY, upon written notice to CITY. As used herein, an "Affiliated Party" is any person, entity or organization of which RIVER ISLANDS and/or its constituent general partners has a controlling interest. As used herein, "controlling interest" means the right to control the management decision of a person or entity, whether by contract or otherwise. RIVER ISLANDS shall not assign this Agreement to any other public agency or non-affiliated party without the prior written consent of CITY. The terms of this Agreement shall apply to and bind the assignees of RIVER ISLANDS, and any assignees of RIVER ISLANDS shall accept and assume all liability hereunder from the date of any such assignment.

In witness whereof, the City of Lathrop and River Islands Development, LLC, have executed this Agreement as of the Effective Date.

ATTEST:

CITY OF LATHROP, a Municipal Corporation of the State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

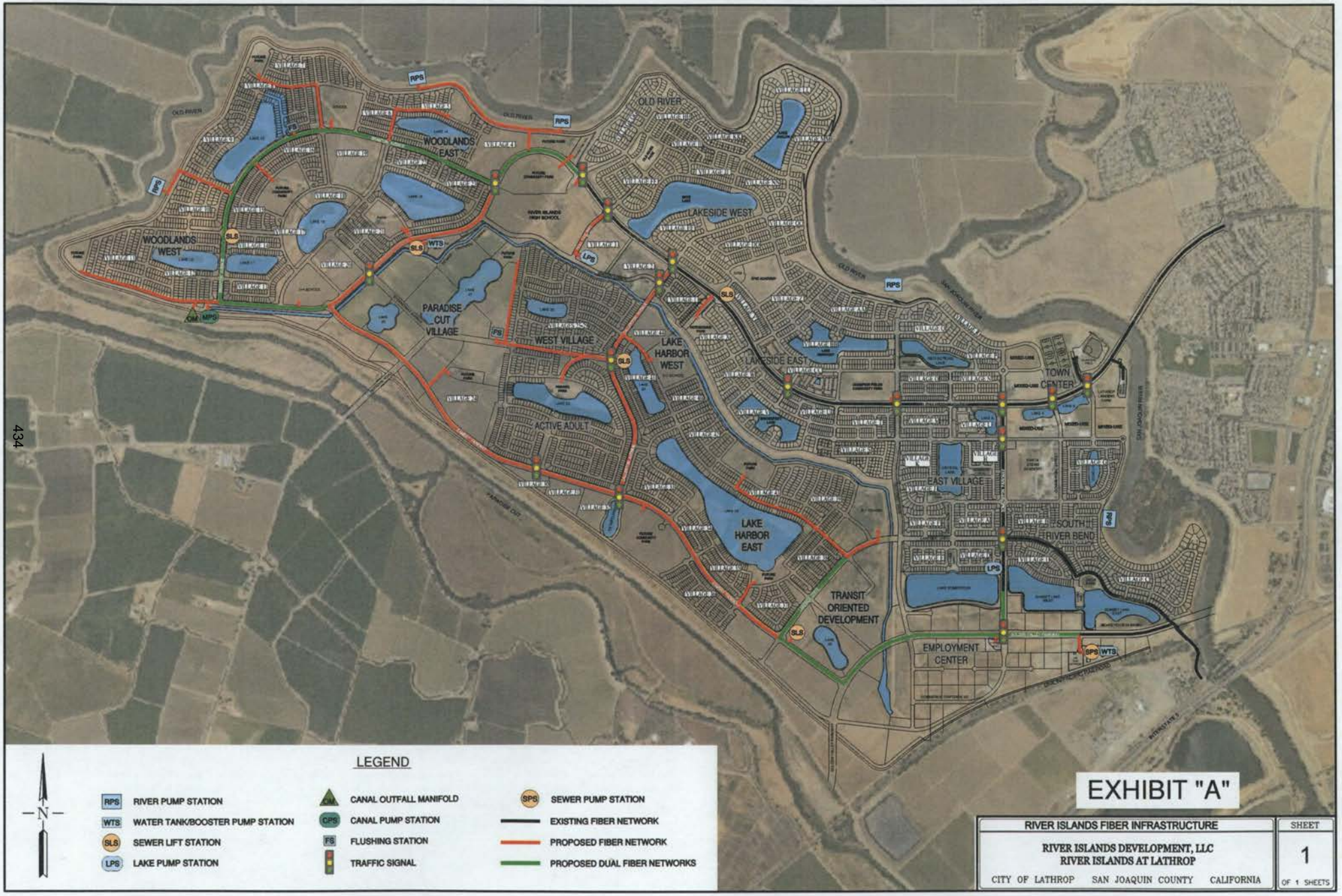
APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

BY: _____
Salvador V. Navarrete
City Attorney

RIVER ISLANDS DEVELOPMENT, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

EXHIBIT A
EXISTING AND FUTURE FIBER INFRASTRUCTURE LOCATIONS
PHASES 1 AND 2 OF RIVER ISLANDS


WOODLANDS EAST
WOODLANDS WEST
PARADISE CUT VILLAGE
WEST VILLAGE
ACTIVE ADULT
LAKE HARBOR WEST
LAKE HARBOR EAST
OLD RIVER
LAKESIDE WEST
LAKESIDE EAST
TOWN CENTER
EAST VILLAGE
SOUTH RIVER BEND
TRANSIT ORIENTED DEVELOPMENT
EMPLOYMENT CENTER
RIVER ISLANDS HIGH SCHOOL
RPS
WTS
SLS
LPS
FS
CM
MPS
SPS
LEGEND
RIVER PUMP STATION
WATER TANK/BOOSTER PUMP STATION
SEWER LIFT STATION
LAKE PUMP STATION
CANAL OUTFALL MANIFOLD
CANAL PUMP STATION
FLUSHING STATION
TRAFFIC SIGNAL
SEWER PUMP STATION
EXISTING FIBER NETWORK
PROPOSED FIBER NETWORK
PROPOSED DUAL FIBER NETWORKS
N
EXHIBIT "A"
RIVER ISLANDS FIBER INFRASTRUCTURE
RIVER ISLANDS DEVELOPMENT, LLC
RIVER ISLANDS AT LATHROP
CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
SHEET
1
OF 1 SHEETS

CITY MANAGER'S REPORT
AUGUST 12, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 55 LOTS IN TRACT 4189 VILLAGE 41 UNIT 2 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4189 Village 41 Unit 2 within the Lake Harbor West District, Totaling 55 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC**

SUMMARY:

The proposed Final Map for Tract 4189 Village 41 Unit 2 (Tract 4189), included as Attachment "E", is within the Lake Harbor West District of Phase 2 for the River Islands Project. Tract 4189 will be the second and final tract map within the Village 41 area. River Islands Development Area 1, LLC (River Islands) is proposing fifty-five (55) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4189, to be recorded pursuant to the terms of the Escrow Instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, 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 a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On August 16, 2023, Planning Commission approved the Lake Harbor West Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. On October 9, 2023, City Council approved Final Map (FM) Tract 4173, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with River Islands. The land for the proposed Final Map for Tract 4189 is within the geographic boundaries of VTM 6716, LLM Tract 4149, FM 4173, and the Lake Habor West Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4189 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4173 that guarantee the unfinished improvements for Village 41 in the amount of:

Unfinished Improvement Total:	$198,200
Performance Security (110% of Unfinished Improvements) Bond No. 0844437	$218,020
Labor & Materials Security (50% of Performance Security) Bond No. 0844437	$109,010

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4155 SIA approved by City Council on September 11, 2023 and are applicable to this Tract 4189.

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

Village 41 was annexed into the City of Lathrop Community Facilities Districts (CFDs) No. 2023-1 for maintenance purposes in 2023 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

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

Documents	**Status**
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
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 3rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Village 41 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2023
Fees	**Status**
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no 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 4189 Village 41 Unit 2 within the Lake Harbor West District, Totaling 55 Single Family Lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

B. Vicinity Map – Tract 4189 - Villages 41 Unit 2

C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4189, Village 41 Unit 2

D. Escrow Instructions for Final Map Tract 4189 Village 41 Unit 2

E. Final Map – Tract 4189 – Village 41 Unit 2

APPROVALS

Veronica Albarran
Junior Engineer — Date: 07/19/2024

Brad Taylor
City Engineer — Date: 7/19/2024

Cari James
Finance Director — Date: 7/25/2024

Michael King
Assistant City Manager — Date: 7.22.2024

Salvador Navarrete
City Attorney — Date: 7.23.2024

Stephen Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4189 VILLAGE 41 UNIT 2 WITHIN THE LAKE HARBOR WEST DISTRICT, TOTALING 55 SINGLE FAMILY LOTS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, 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 a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on August 16, 2023, Planning Commission approved the Lake Harbor West Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4189 is within the geographic boundaries of VTM 6716, LLM Tract 4149, and the Lake Habor West Neighborhood; 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. The guarantees for Tract 4189 were provided with the approved SIA for Tract 4173 executed with River Islands Development Area 1, LLC (River Islands) and therefore additional guarantee is not required to be provided with the SIA for Tract 4189. Tracts 4173 and 4189 are collectively known as Village 41; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in Tract 4155 SIA approved by City Council on September 11, 2023 and are applicable to this Tract 4189; and

WHEREAS, Village 41 was annexed into the City of Lathrop Community Facilities Districts (CFDs) No. 2023-1 for maintenance purposes with the approval of Tract 4173 Final Map in 2023; and

WHEREAS, potential 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, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

1. The Final Map for Tract 4189 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the August 12, 2024 staff report once the terms and conditions of the escrow instructions, included as Attachment "D" to the City Manager's Report, are met.

2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the August 12, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

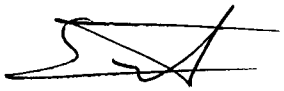
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

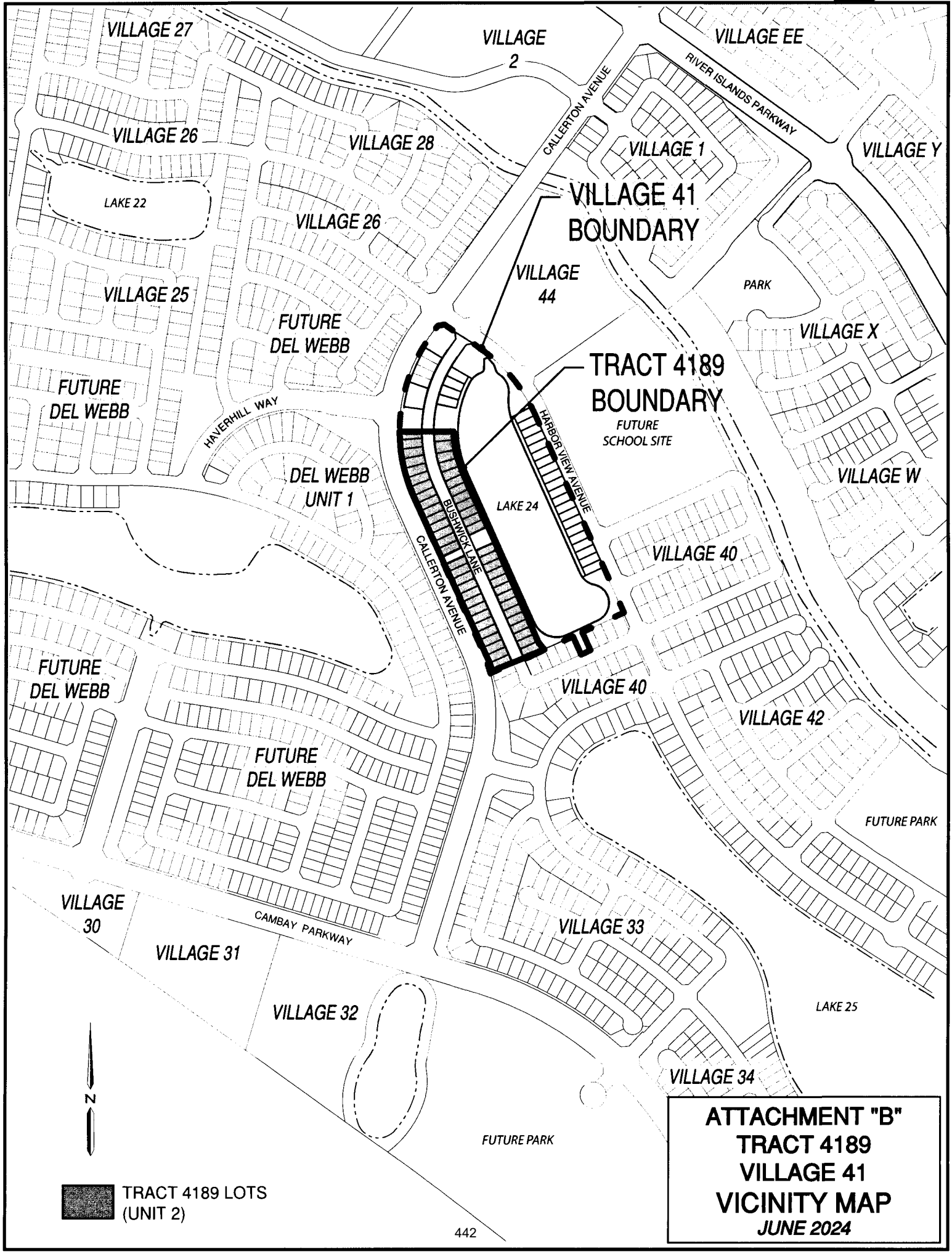
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT "B"



ATTACHMENT "B"
TRACT 4189
VILLAGE 41
VICINITY MAP
JUNE 2024

ATTACHMENT "C"

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS DEVELOPMENT AREA 1, LLC,

DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4189 VILLAGE 41 UNIT 2 55 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **12th day of August 2024**, 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, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4189 Village 41 Unit 2 (Tract 4189). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4189 located within the Lake Harbor West District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4173 Village 41 Unit 1 that guarantee the unfinished improvements for Village 41, which includes Tract 4189, and therefore no additional security is needed for Tract 4189.

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 has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, and this Agreement.

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 requested approval with Tract 4155 SIA for the use of

temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4189 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 4189 and Village 41 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 (hereinafter "Improvements") are substantially completed, and minor improvements not yet constructed as part of the required infrastructure for Tract 4189 are required security as outlined in this Agreement is required.

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

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

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

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4189, or August 12, 2025, 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 equal to 10% of the estimated cost of the Improvements for the Village 41 entire area 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, 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, 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 substantially complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 4189. Performance and Labor & Material securities have been provided with the SIA for Tract 4173 that guarantee the unfinished improvements for Village 41, which includes Tract 4189. 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 has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, and this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, and 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 4189.

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 4189
EXHIBIT B TRACT 4189 VILLAGE 41 UNIT 2 AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of August 2024, at Lathrop, California.

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

BY: _____
Teresa Vargas Date
City Clerk

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

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: _____ 7.23.2024
Salvador Navarrete Date
City Attorney

SUBDIVIDER

River Islands Development Area 1, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4189

EXHIBIT "A"

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4189, RIVER ISLANDS-PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) 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.

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

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, 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 _____, 2024.
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 _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

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 4189, RIVER ISLANDS – PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____ ,2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 DEDICATION OF THE GROUND WATER RIGHTS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

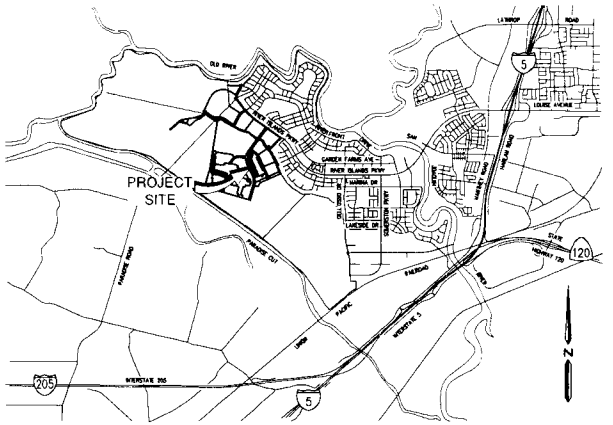
ON _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4189, RIVER ISLANDS-PHASE 2, VILLAGE 41, UNIT 2", 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4189, RIVER ISLANDS – PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

PROFESSIONAL LAND SURVEYOR · DARRYL A. ALEXANDER · No. L 5071 · STATE OF CALIFORNIA

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT AREA 1, LLC, ON MAY 22, 2024. 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, 2025, 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 _____, 2024.

PROFESSIONAL LAND SURVEYOR · DYLAN CRAWFORD · No. 7788 · STATE OF CALIFORNIA

DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4189, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 2, CONTAINS 55 RESIDENTIAL LOTS WITH A TOTAL OF 5.523 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4189 AREA SUMMARY	
LOTS 1 THROUGH 55	5.523 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023443–LR (VERSION 1), DATED MAY 21, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 M&P 52)

(R2) TRACT 4173, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 1, FILED NOVEMBER 15, 2023, IN BOOK 44 OF MAPS AND PLATS, PAGE 74, S.J.C.R. (44 M&P 74)

(R3) TRACT 4178, RIVER ISLANDS–PHASE 2, VILLAGE 40, FILED MARCH 28, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (44 M&P 86)

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°59'19"E	101.00'
L2	N2°45'53"W	50.34'
L3	N8°15'09"W	50.00'
L4	N13°17'09"W	42.03'
L5	N17°53'00"W	42.03'
L6	N22°25'41"W	42.02'
L7	N38°39'48"W	51.66'
L8	N65°54'40"E	110.24'
L9	N11°40'36"W	43.01'
L10	N22°47'38"W	47.28'
L11	N19°20'37"W	48.22'
L12	N15°49'42"W	48.22'
L13	N12°18'47"W	48.22'
L14	N8°47'52"W	48.22'
L15	N5°16'57"W	48.22'
L16	N1°46'06"W	48.19'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	N89°59'19"E	101.00'
L18	N35°54'41"E	70.60'
L19	N80°54'41"E	35.36'
L20	N54°05'19"W	63.00'
L21	N9°05'19"W	35.36'
L22	N35°54'41"E	70.60'
L23	N35°54'41"E	136.60'
L24	N35°54'41"E	76.60'
L25	N80°54'41"E	35.36'
L26	N54°05'19"W	57.91'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	850.00'	40°51'31"	606.15'
C2	902.00'	9°02'59"	142.47'

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

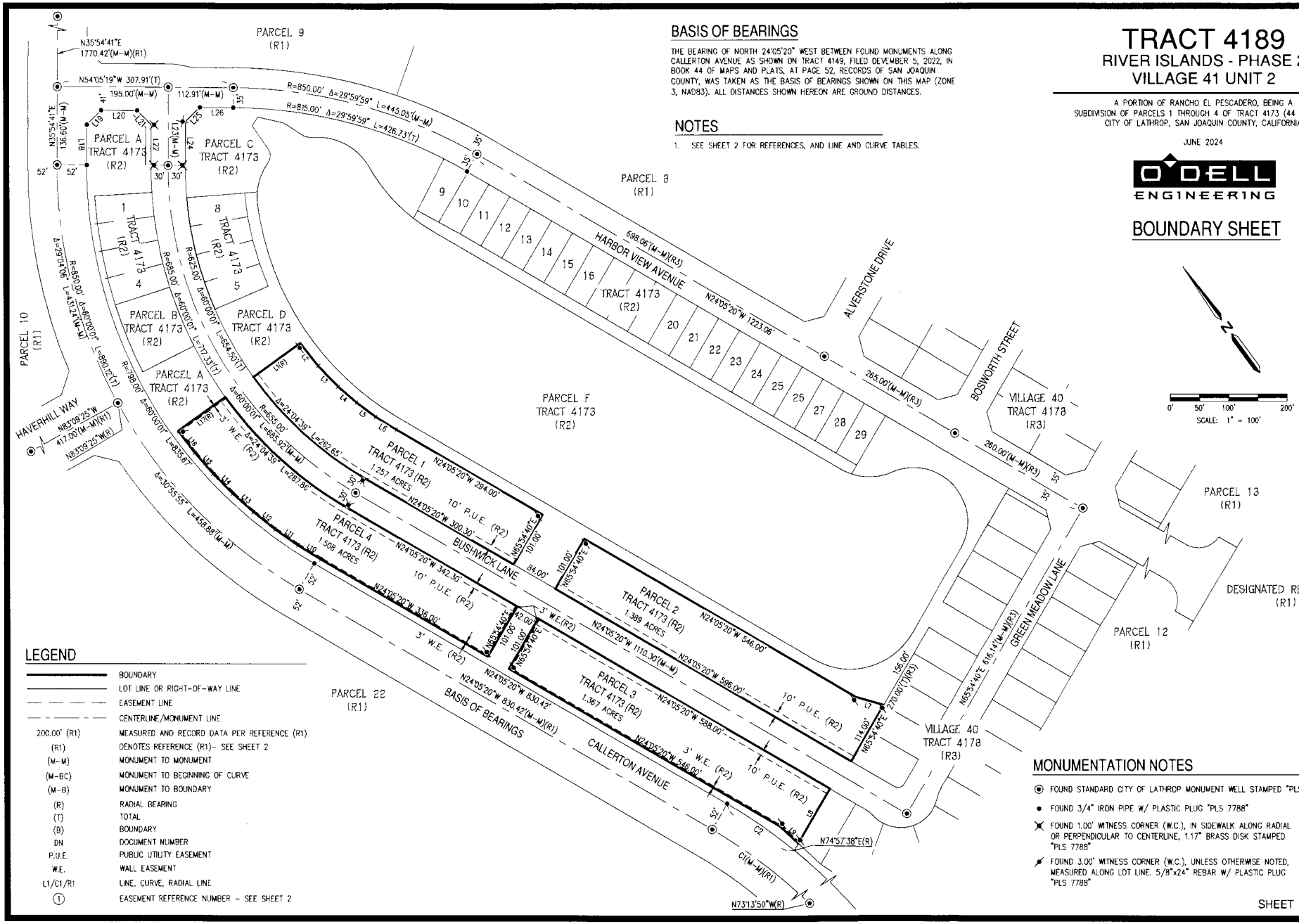
BOUNDARY SHEET

BASIS OF BEARINGS

THE BEARING OF NORTH 24°05'20" WEST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE AS SHOWN ON TRACT 4149, FILED DEVEMBER 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.

NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES.



LEGEND

———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
— — —	EASEMENT LINE
— - — - —	CENTERLINE/MONUMENT LINE
200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE (R1)
(R1)	DENOTES REFERENCE (R1)– SEE SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-BC)	MONUMENT TO BEGINNING OF CURVE
(M-B)	MONUMENT TO BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
(B)	BOUNDARY
DN	DOCUMENT NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
L1/C1/R1	LINE, CURVE, RADIAL LINE
①	EASEMENT REFERENCE NUMBER – SEE SHEET 2

MONUMENTATION NOTES

- FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- FOUND 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"

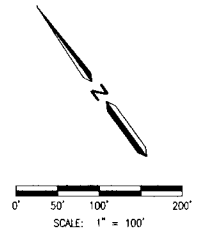
TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

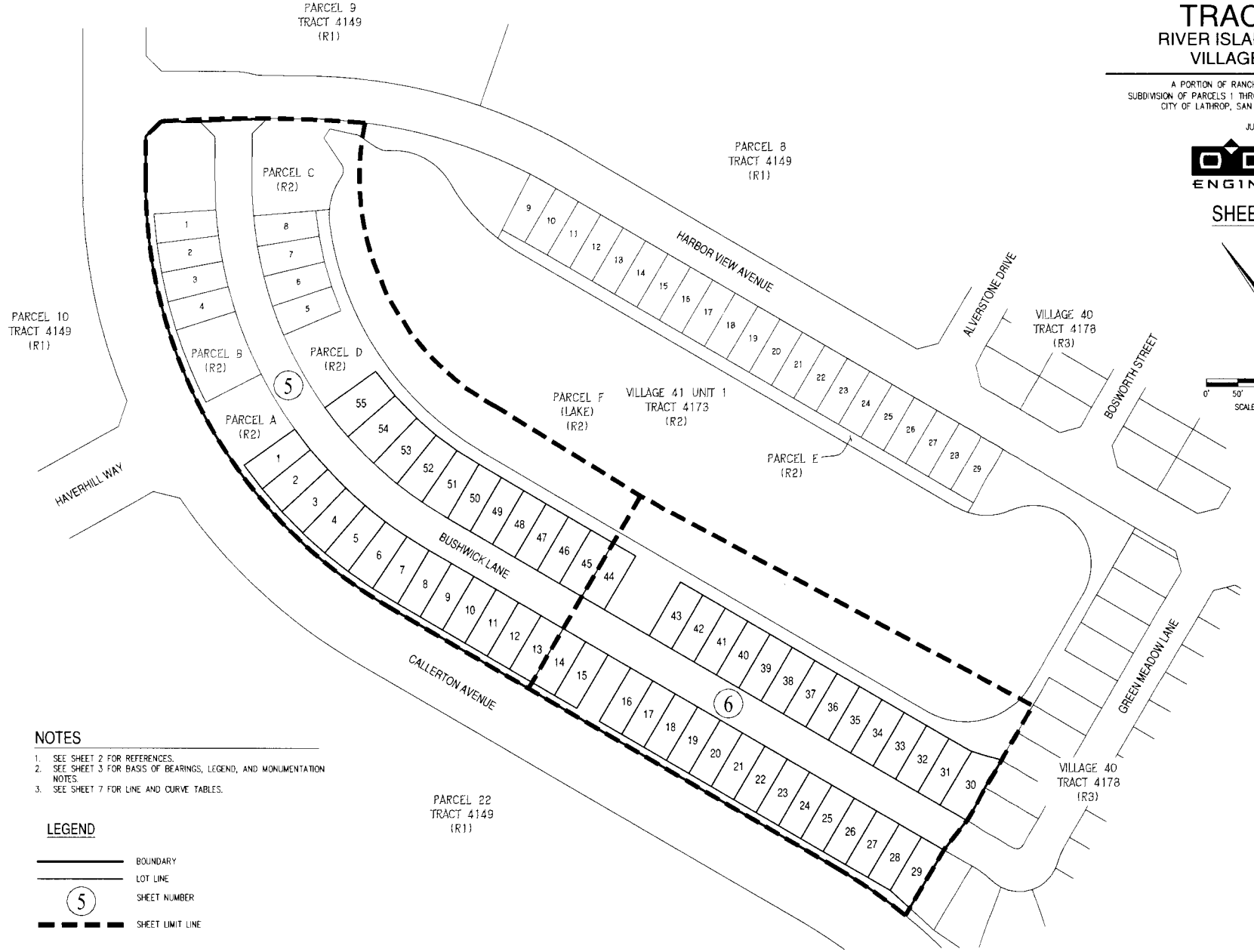
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

SHEET INDEX



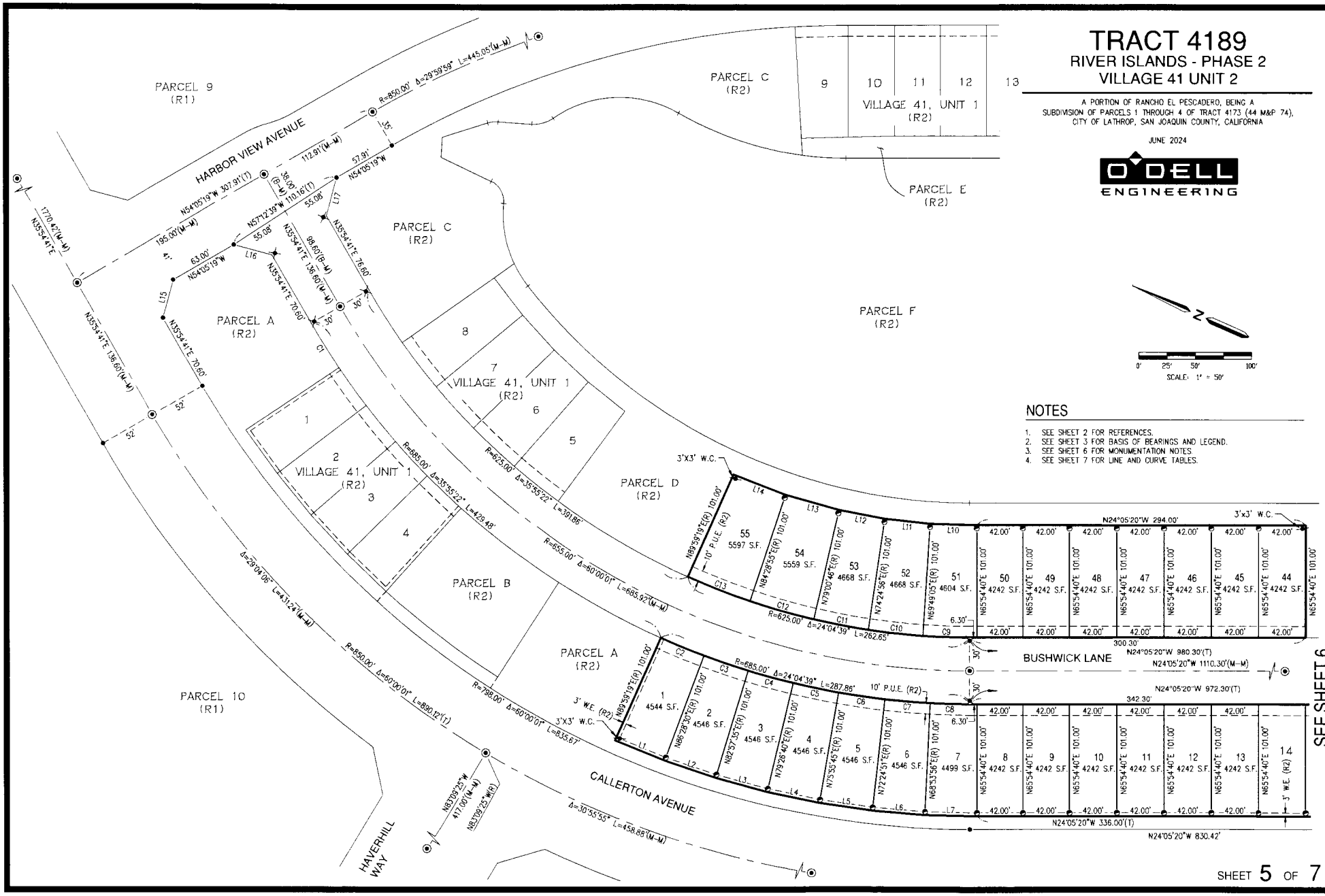


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.
3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

LEGEND

- BOUNDARY
- LOT LINE
- (5) SHEET NUMBER
- SHEET LIMIT LINE



TRACT 4189

RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

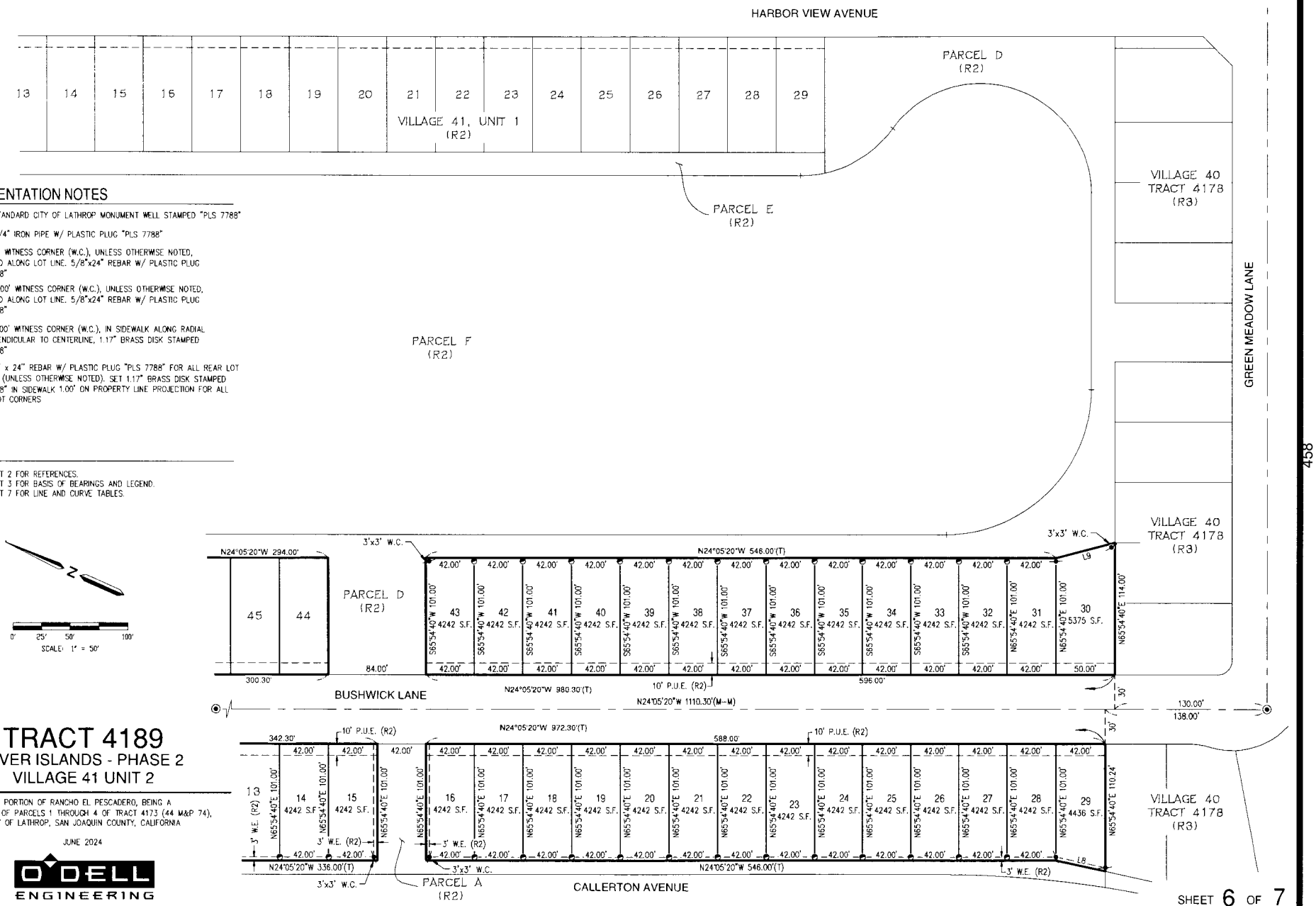
JUNE 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES.
4. SEE SHEET 7 FOR LINE AND CURVE TABLES.

SEE SHEET 6



TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

458

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°46'06"W	48.19'
L2	N5°16'57"W	48.22'
L3	N8°47'52"W	48.22'
L4	N12°18'47"W	48.22'
L5	N15°49'42"W	48.22'
L6	N19°20'37"W	48.22'
L7	N22°47'38"W	47.28'
L8	N11°40'36"W	43.01'
L9	N38°39'48"W	51.66'
L10	N22°25'41"W	42.02'
L11	N17°53'00"W	42.03'
L12	N13°17'09"W	42.03'
L13	N8°15'09"W	50.00'
L14	N2°45'53"W	50.34'
L15	N80°54'41"E	35.36'
L16	N9°05'19"W	35.36'
L17	N80°54'41"E	35.36'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	685.00'	3°55'32"	46.93'
C2	685.00'	3°30'49"	42.01'
C3	685.00'	3°30'55"	42.03'
C4	685.00'	3°30'55"	42.03'
C5	685.00'	3°30'55"	42.03'
C6	685.00'	3°30'55"	42.03'
C7	685.00'	3°30'55"	42.03'
C8	685.00'	2°59'16"	35.72'
C9	625.00'	3°54'26"	42.62'
C10	625.00'	4°35'50"	50.15'
C11	625.00'	4°35'50"	50.15'
C12	625.00'	5°28'09"	59.66'
C13	625.00'	5°30'24"	60.07'

EXHIBIT "B"

TRACT 4189 VILLAGE 41 UNIT 2 AREA

EXHIBIT "B"

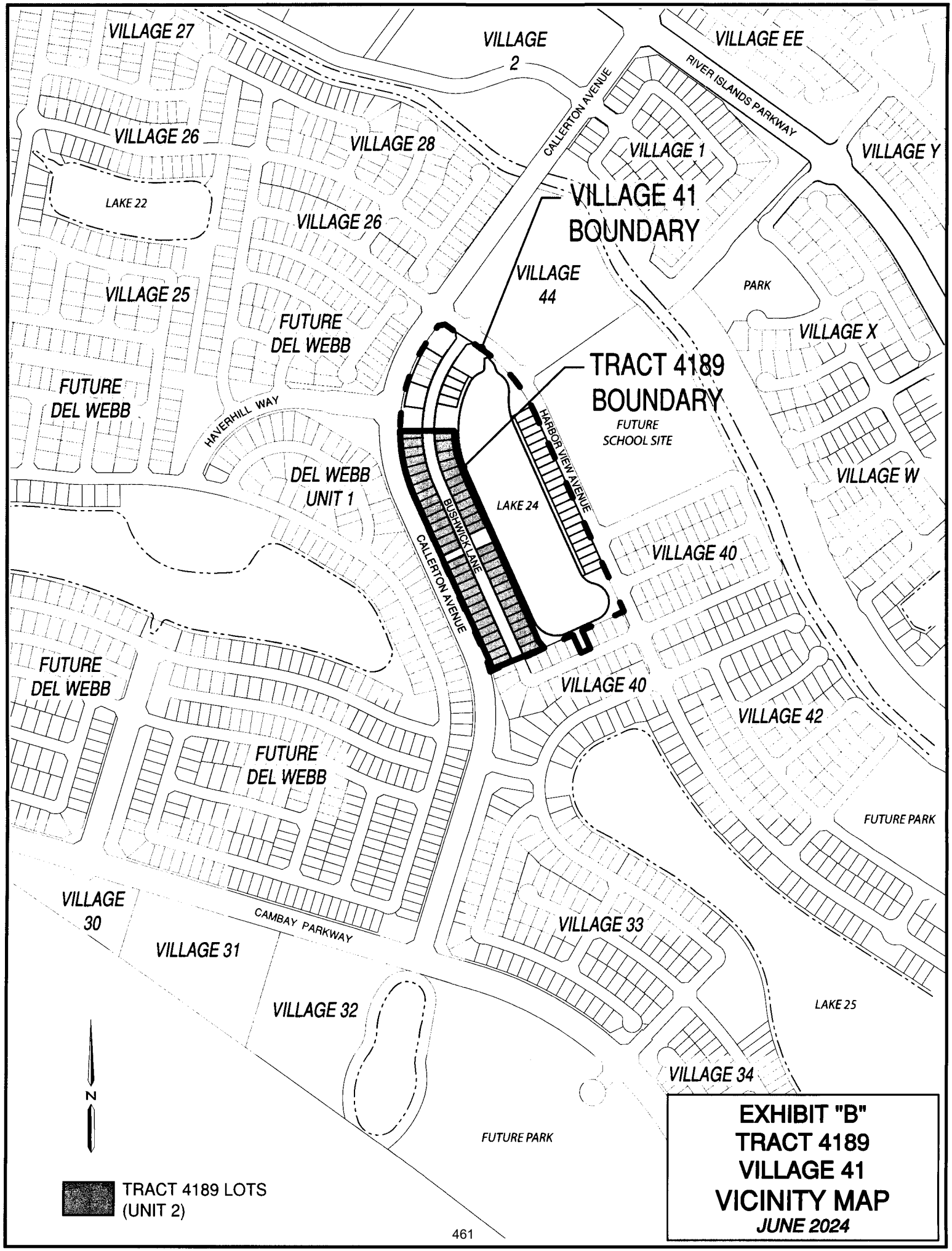


EXHIBIT "B"
TRACT 4189
VILLAGE 41
VICINITY MAP
JUNE 2024

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.

RIVEISL-01 LENGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2024

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

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

PRODUCER License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : United Specialty Insurance Company — 12537
INSURED River Islands Development Area 1, LLC 73 W. Stewart Rd. Lathrop, CA 95330	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		ATN2418343P	3/19/2024	3/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Tract 4189

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.

CERTIFICATE HOLDER

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

CANCELLATION

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ATN2418343P

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

© Insurance Services Office, Inc., 2012

Policy# ATN2418343P

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a. **(1)** The Additional Insured is a Named Insured under such other insurance;

and

(2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis; and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

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

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

Policy: ATN2418343P

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.

ATTACHMENT
"D"

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

August 12, 2024

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 4189; Escrow No. 1214023443

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 31, 2024, 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, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

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***").

- One original Final Map for Tract 4189, executed and acknowledged by the City (provided to title by City).

The document listed above is referred to as the "***Recordation Document***." The Recordation Document shall be recorded in the order referred to above. The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA1, prior to the recordation of the Recordation Document, 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 **$20,843.80**, 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 **$3,774.00** multiplied by **5.523** 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 (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (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;

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

D.3. The Recordation Document 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 Document, 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 Document 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 Document to be recorded;

E.2. Record the Recordation Document 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 (sdellosso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Monica Garcia (mgarcia@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands 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:

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

7/18/2024
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: _____

ATTACHMENT "E"

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4189, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) 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.

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

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNERS: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, 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 _____, 2024.
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 _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

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 4189, RIVER ISLANDS – PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 DEDICATION OF THE GROUND WATER RIGHTS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 15, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

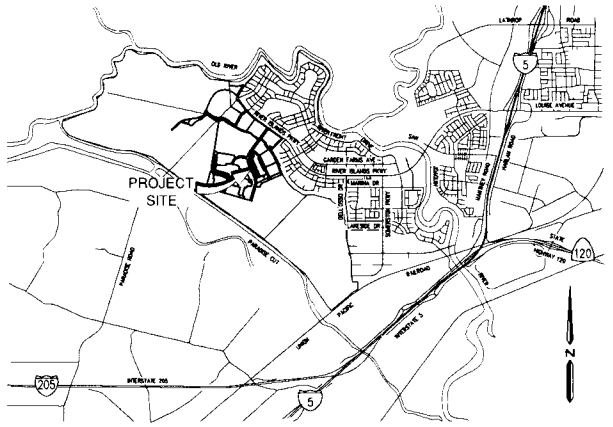
ON _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4189, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 2", 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER * BRAD R. TAYLOR * C 92823 * CIVIL * STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR–RECORDER–COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4189, RIVER ISLANDS – PHASE 2, VILLAGE 41, UNIT 2", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT, AS AMENDED. AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

PROFESSIONAL LAND SURVEYOR * DARRYL A. ALEXANDER * No. L 5071 * STATE OF CALIFORNIA

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT AREA 1, LLC, ON MAY 22, 2024. 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, 2025, 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 _____, 2024.

PROFESSIONAL LAND SURVEYOR * DYLAN CRAWFORD * No. 7788 * STATE OF CALIFORNIA

DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4189, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 2, CONTAINS 55 RESIDENTIAL LOTS WITH A TOTAL OF 5.523 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4189 AREA SUMMARY	
LOTS 1 THROUGH 55	5.523 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023443–LR (VERSION 1), DATED MAY 21, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 M&P 52)

(R2) TRACT 4173, RIVER ISLANDS–PHASE 2, VILLAGE 41, UNIT 1, FILED NOVEMBER 15, 2023, IN BOOK 44 OF MAPS AND PLATS, PAGE 74, S.J.C.R. (44 M&P 74)

(R3) TRACT 4178, RIVER ISLANDS–PHASE 2, VILLAGE 40, FILED MARCH 28, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 86, S.J.C.R. (44 M&P 86)

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001–01046177, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°59'19"E	101.00'
L2	N2°45'53"W	50.34'
L3	N8°15'09"W	50.00'
L4	N13°17'09"W	42.03'
L5	N17°53'00"W	42.03'
L6	N22°25'41"W	42.02'
L7	N38°39'48"W	51.66'
L8	N65°54'40"E	110.24'
L9	N11°40'36"W	43.01'
L10	N22°47'38"W	47.28'
L11	N19°20'37"W	48.22'
L12	N15°49'42"W	48.22'
L13	N12°18'47"W	48.22'
L14	N8°47'52"W	48.22'
L15	N5°16'57"W	48.22'
L16	N1°46'06"W	48.19'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	N89°59'19"E	101.00'
L18	N35°54'41"E	70.60'
L19	N80°54'41"E	35.36'
L20	N54°05'19"W	63.00'
L21	N9°05'19"W	35.36'
L22	N35°54'41"E	70.60'
L23	N35°54'41"E	136.60'
L24	N35°54'41"E	76.60'
L25	N80°54'41"E	35.36'
L26	N54°05'19"W	57.91'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	850.00'	40°51'31"	606.15'
C2	902.00'	9°02'59"	142.47'

472

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

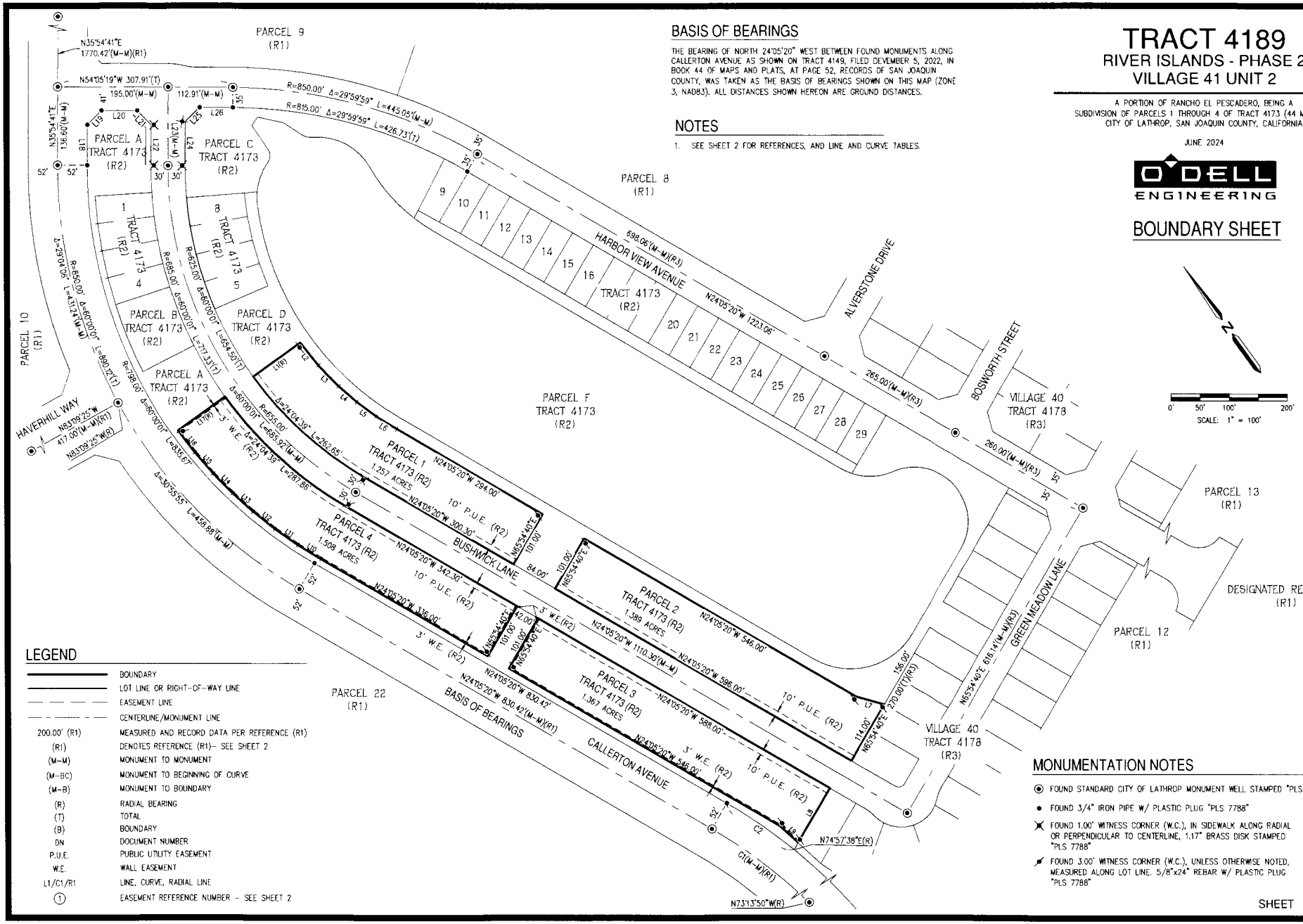
BOUNDARY SHEET

BASIS OF BEARINGS

THE BEARING OF NORTH 24°05'20" WEST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE AS SHOWN ON TRACT 4149, FILED DEVEMBER 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.

NOTES

1. SEE SHEET 2 FOR REFERENCES, AND LINE AND CURVE TABLES.



LEGEND

———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
— — —	EASEMENT LINE
— - ——— - —	CENTERLINE/MONUMENT LINE
200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE (R1)
(R1)	DENOTES REFERENCE (R1)– SEE SHEET 2
(M–M)	MONUMENT TO MONUMENT
(M–BC)	MONUMENT TO BEGINNING OF CURVE
(M–B)	MONUMENT TO BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
(B)	BOUNDARY
DN	DOCUMENT NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
L1/C1/R1	LINE, CURVE, RADIAL LINE
①	EASEMENT REFERENCE NUMBER – SEE SHEET 2

MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ● FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✕ FOUND 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"

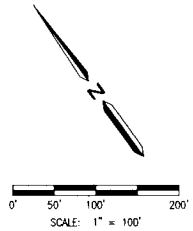
TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

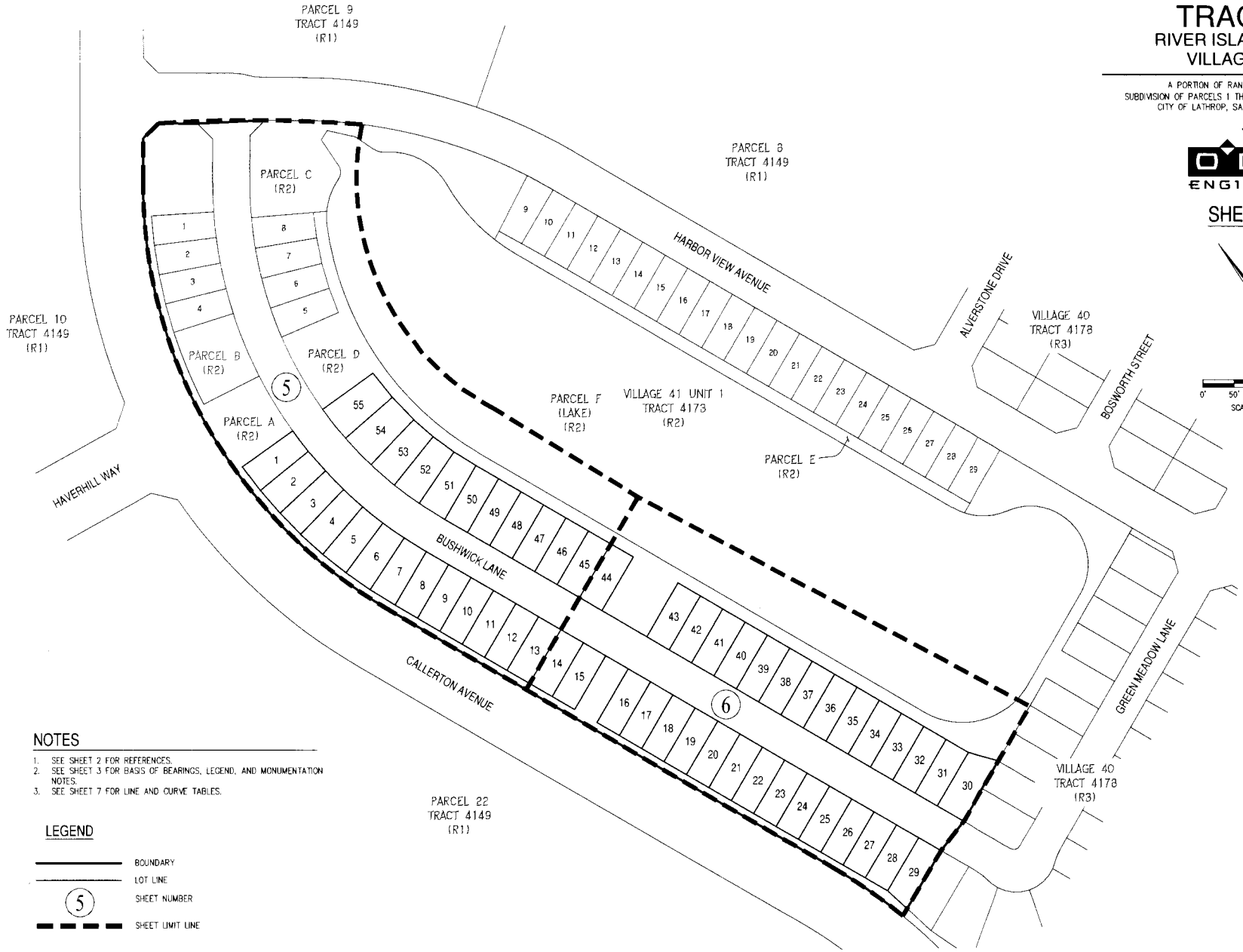
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

SHEET INDEX



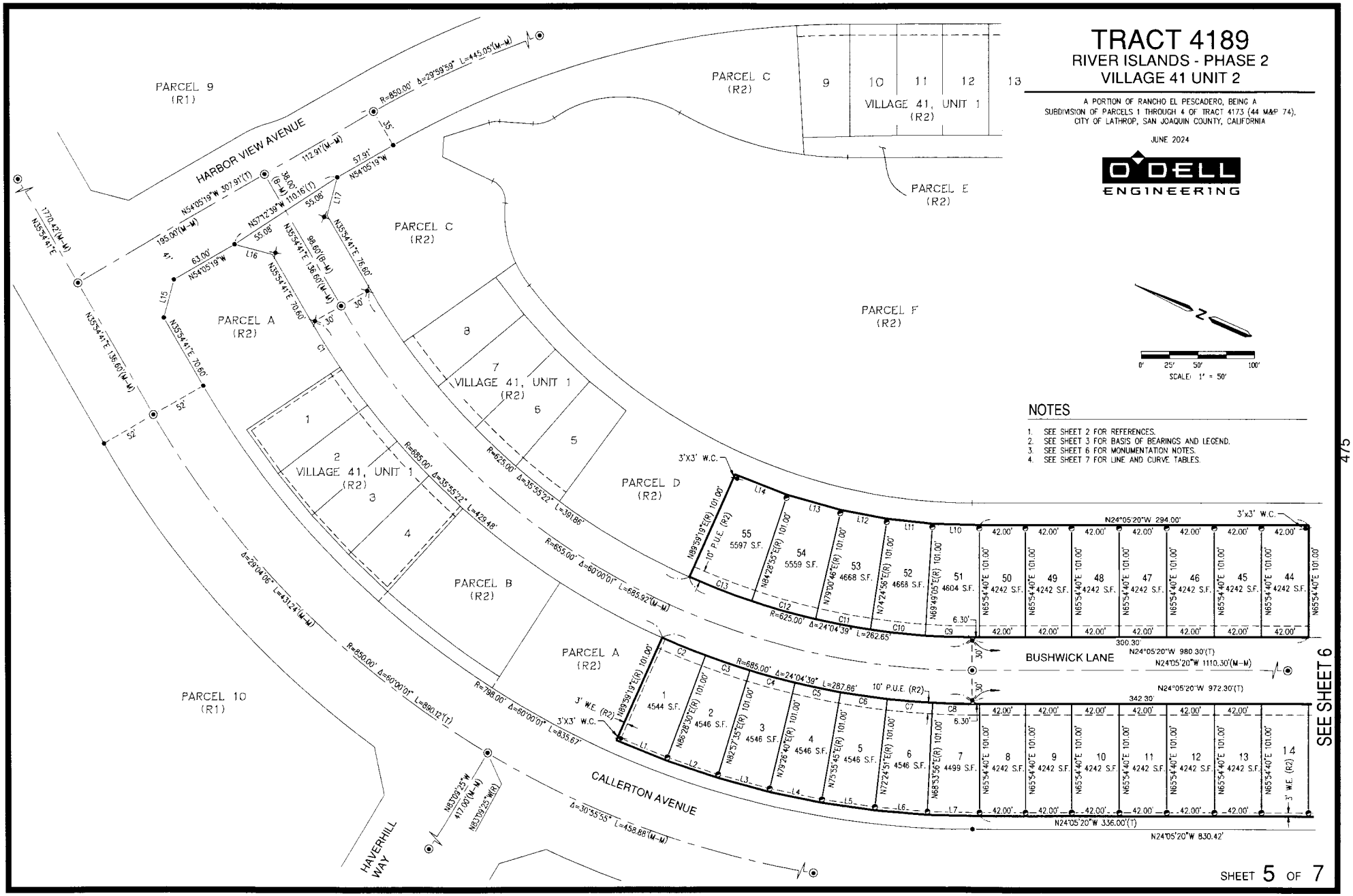


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, AND MONUMENTATION NOTES.
3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

LEGEND

- BOUNDARY
- LOT LINE
- (5) SHEET NUMBER
- SHEET LIMIT LINE



TRACT 4189

RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

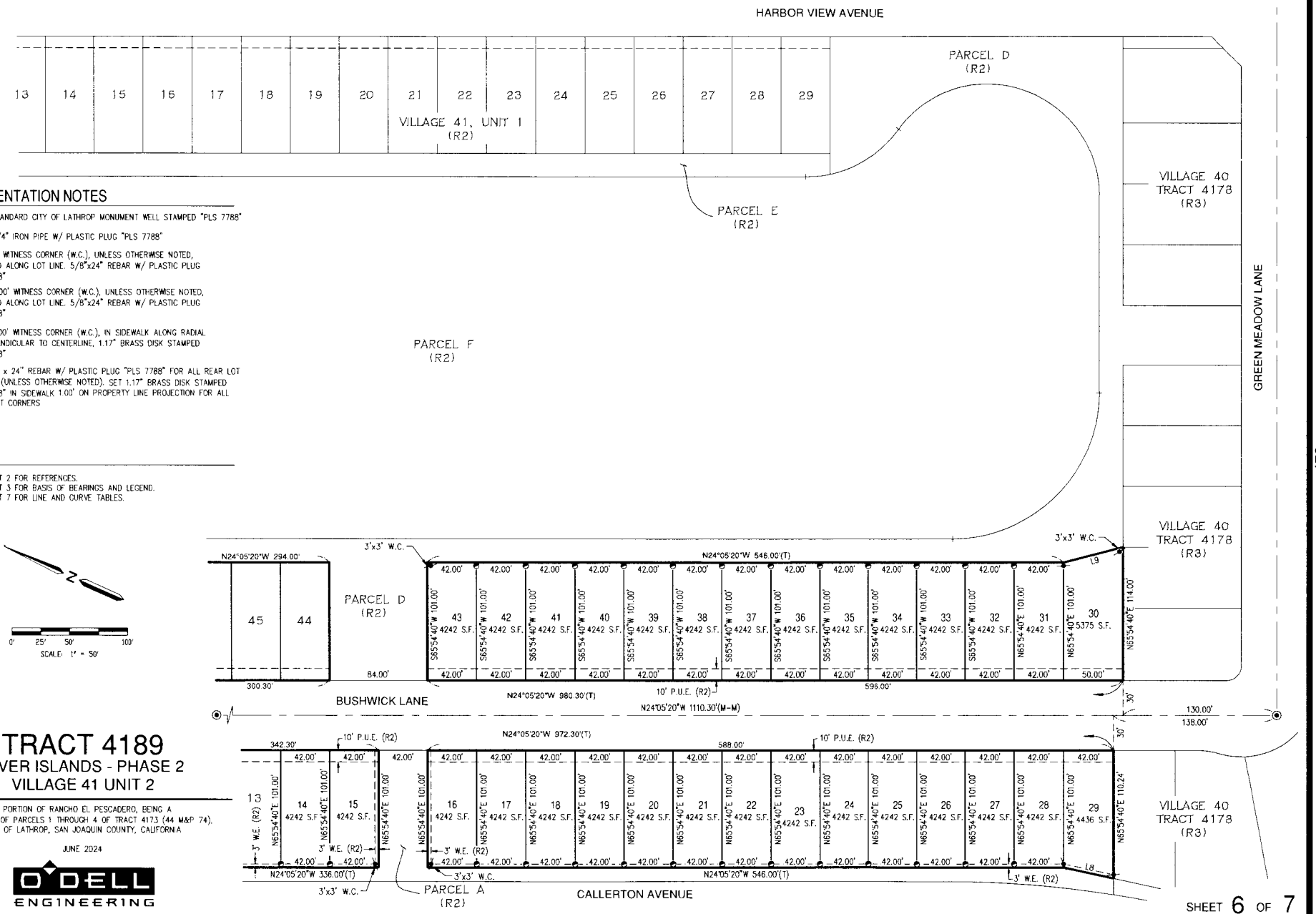
JUNE 2024

O'DELL ENGINEERING

SCALE: 1" = 50'

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES.
4. SEE SHEET 7 FOR LINE AND CURVE TABLES.



MONUMENTATION NOTES

- ⊙ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ● FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ◔ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ◕ FOUND 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 5/8"x24" REBAR W/ PLASTIC PLUG "PLS 7788"
- ✕ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" 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 PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

SCALE: 1" = 50'

TRACT 4189

RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

TRACT 4189
RIVER ISLANDS - PHASE 2
VILLAGE 41 UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCELS 1 THROUGH 4 OF TRACT 4173 (44 M&P 74),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JUNE 2024

O'DELL ENGINEERING

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 AND 6 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N1°46'06"W	48.19'
L2	N5°16'57"W	48.22'
L3	N8°47'52"W	48.22'
L4	N12°18'47"W	48.22'
L5	N15°49'42"W	48.22'
L6	N19°20'37"W	48.22'
L7	N22°47'38"W	47.28'
L8	N11°40'36"W	43.01'
L9	N38°39'48"W	51.66'
L10	N22°25'41"W	42.02'
L11	N17°53'00"W	42.03'
L12	N13°17'09"W	42.03'
L13	N8°15'09"W	50.00'
L14	N2°45'53"W	50.34'
L15	N80°54'41"E	35.36'
L16	N9°05'19"W	35.36'
L17	N80°54'41"E	35.36'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	685.00'	3°55'32"	46.93'
C2	685.00'	3°30'49"	42.01'
C3	685.00'	3°30'55"	42.03'
C4	685.00'	3°30'55"	42.03'
C5	685.00'	3°30'55"	42.03'
C6	685.00'	3°30'55"	42.03'
C7	685.00'	3°30'55"	42.03'
C8	685.00'	2°59'16"	35.72'
C9	625.00'	3°54'26"	42.62'
C10	625.00'	4°35'50"	50.15'
C11	625.00'	4°35'50"	50.15'
C12	625.00'	5°28'09"	59.66'
C13	625.00'	5°30'24"	60.07'

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 50 LOTS IN TRACT 4221 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4221 Unit 2 within the West Village District, Totaling 50 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC**

SUMMARY:

The proposed Final Map for Tract 4221 Unit 2 (Tract 4221), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Tract 4221 will be the second tract map within the West Village area. River Islands Development Area 1, LLC (River Islands) is proposing fifty (50) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4221, to be recorded pursuant to the terms of the escrow instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, 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 a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On December 20, 2023, Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. The land for the proposed Final Map for Tract 4221 is within the geographic boundaries of VTM 6716, LLM Tract 4149, and the West Village Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4221 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4221 in the form of a cash deposit in the amount of $16,500 that guarantees the unfinished improvements.

The conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in the Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4221.

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

Tract 4221 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

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

Documents	**Status**
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
5. Cash Deposit – Performance and Labor and Materials Security	Received
6. Street Improvement, Landscape, Light & Joint Trench	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3rd 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

10. Allocation of Water and Sewer capacity	Completed
11. Recommendation for approval from Stewart Tract Design Review Committee	Completed
12. Submitted Certificate of Insurance, Tax Letter	Completed
13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions	Completed
15. Tract 4221 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval
Fees	**Status**
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no 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 4221 Unit 2 within the West Village District, Totaling 50 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

B. Vicinity Map – Tract 4221 Unit 2

C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4221 Unit 2

D. Escrow Instructions for Final Map Tract 4221 Unit 2
- Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")

E. Final Map – Tract 4221 Unit 2

APPROVALS

Veronica Albarran
Junior Engineer — Date: 08/01/2024

Brad Taylor
City Engineer — Date: 8/1/2024

Cari James
Finance Director — Date: 8/5/2024

Michael King
Assistant City Manager — Date: 8.1.2024

Salvador Navarrete
City Attorney — Date: 8.5.2024

Stephen Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4221 UNIT 2 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 50 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, 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 a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on December 20, 2023, Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4221 Unit 2 (Tract 4221) is within the geographic boundaries of VTM 6716, LLM Tract 4149, and the West Village Neighborhood; 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, will provide a cash deposit, as detailed in the SIA, in lieu of performance and labor & material securities for Tract 4221 to guarantee the minor unfinished improvements in the amount of $16,500; and

WHEREAS, the conditions, terms and requirements associated with Off-Site Improvements as well as the use of temporary wastewater pump and haul are documented in Tract 4155 SIA approved by City Council on September 11, 2023, and are applicable to this Tract 4221; and

WHEREAS, potential 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 4221 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

1. The Final Map for Tract 4221 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the August 12, 2024 staff report once the terms and conditions of the escrow instructions, included as Attachment "D" to the City Manager's Report, are met.

2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the August 12, 2024 staff report.

3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the August 12, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

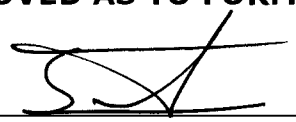
ABSENT:

Sonny Dhaliwal, Mayor

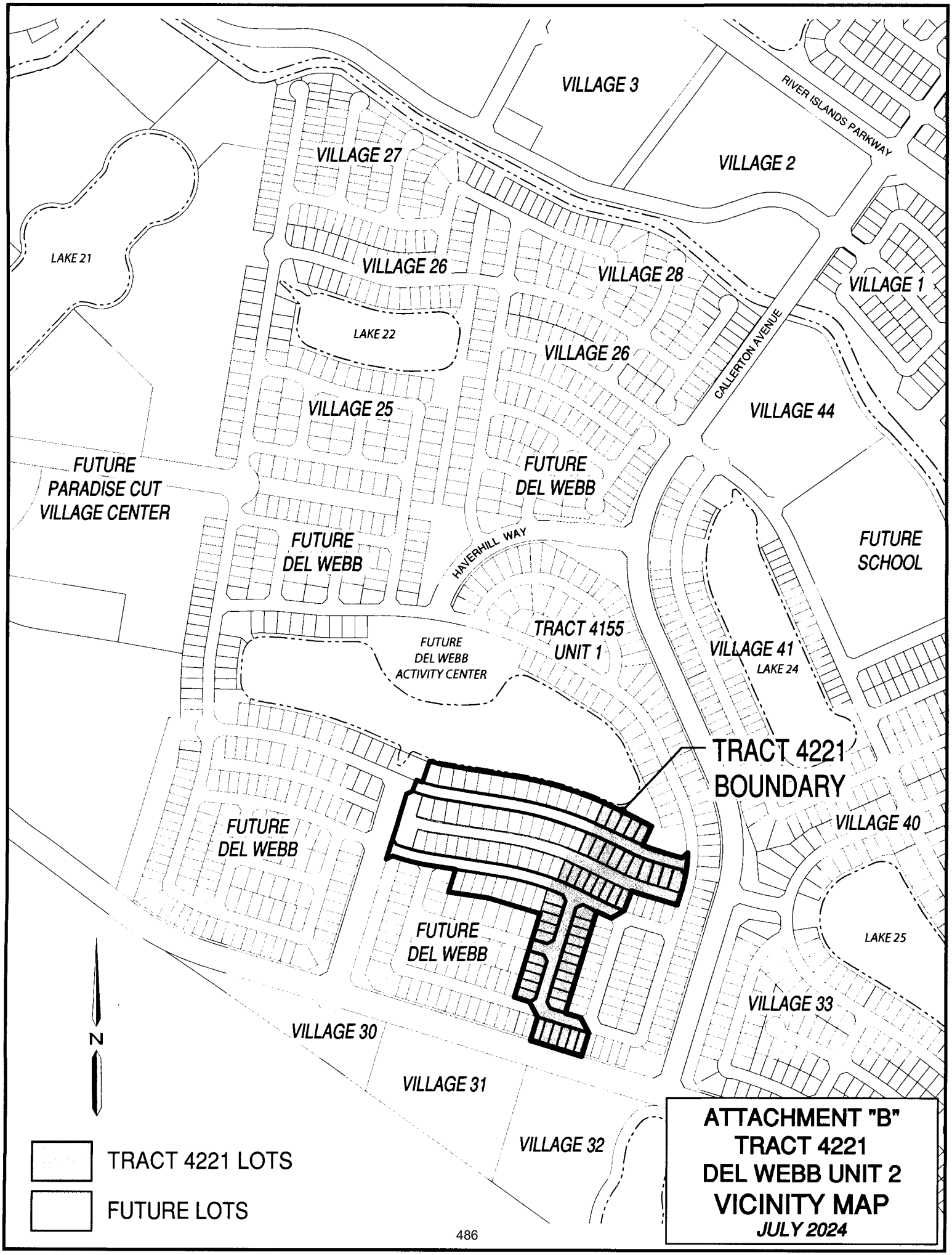
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney


VILLAGE 3
RIVER ISLANDS PARKWAY
VILLAGE 27
VILLAGE 2
LAKE 21
VILLAGE 26
VILLAGE 28
VILLAGE 1
LAKE 22
VILLAGE 26
CALLERTON AVENUE
VILLAGE 25
VILLAGE 44
FUTURE
PARADISE CUT
VILLAGE CENTER
FUTURE
DEL WEBB
FUTURE
DEL WEBB
HAVERHILL WAY
FUTURE
SCHOOL
TRACT 4155
UNIT 1
FUTURE
DEL WEBB
ACTIVITY CENTER
VILLAGE 41
LAKE 24
TRACT 4221
BOUNDARY
FUTURE
DEL WEBB
VILLAGE 40
FUTURE
DEL WEBB
LAKE 25
VILLAGE 33
N
VILLAGE 30
VILLAGE 31
VILLAGE 32
TRACT 4221 LOTS
FUTURE LOTS
ATTACHMENT "B"
TRACT 4221
DEL WEBB UNIT 2
VICINITY MAP
JULY 2024

ATTACHMENT
"C"

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS DEVELOPMENT AREA 1, LLC,

DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4221 UNIT 2 50 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **12th day of August 2024**, 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, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4221 Unit 2 (Tract 4221). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4221 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. A cash deposit in lieu of Performance and Labor & Material securities has been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4221, in the amount shown in Section 8 of this agreement.

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 has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, and this Agreement.

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and

conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, and this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4221 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 4221. 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 (hereinafter "Improvements") are substantially completed, and minor improvements not yet constructed as part of the required infrastructure for Tract 4221 are required security as outlined in this Agreement is required.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the West Village 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 4221, or August 12, 2025, 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 equal to 10% of the estimated cost of the Improvements for the West Village Unit 2 entire area 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, 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, 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 4221 as included and described in Exhibit "D" of this Agreement. A cash deposit has been provided in lieu of Performance and Labor & Material securities in the amount of $16,500. 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 has provided security with the Subdivision Improvement Agreement for Tract 4155 West Village Unit 1 (Tract 4155 SIA) as detailed in Table 1 of the Tract 4155 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, and this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the Callerton Lift Station, which is guaranteed with the Tract 4155 SIA, is incomplete and 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 requested approval with Tract 4155 SIA for the use of temporary pump and haul of wastewater until the Callerton Avenue Lift Station is constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4155 SIA are applicable to Tract 4172, Tract 4173, Tract 4189, and 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 4221.

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 4221
EXHIBIT B	TRACT 4221 UNIT 2 AREA
EXHIBIT C	CITY INSURANCE REQUIREMENTS
EXHIBIT D	WEST VILLAGE UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of August 2024, at Lathrop, California.

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

BY: _____
Teresa Vargas Date
City Clerk

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

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: _____ 8-5-2024
Salvador Navarrete Date
City Attorney

SUBDIVIDER

River Islands Development Area 1, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4221

EXHIBIT A

TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4221, RIVER ISLANDS – PHASE 2, WEST VILLAGE UNIT 2", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

PROFESSIONAL LAND SURVEYOR · DARRYL A. ALEXANDER · No. L 5071 · STATE OF CALIFORNIA

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 APRIL 14, 2024. 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 MAY 1, 2025, 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 _____, 2024.

_____
DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR · DYLAN CRAWFORD · No. 7788 · STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4221, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 2, CONTAINS 50 RESIDENTIAL LOTS WITH A TOTAL OF 6.138 ACRES, MORE OR LESS, PARCELS A AND B CONTAINING 2.636 ACRES, MORE OR LESS, PARCELS 1 THROUGH 4 CONTAINING 7.731 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 4.995 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4221 AREA SUMMARY	
LOTS 106 THROUGH 155	6.138 AC±
STREET DEDICATIONS	4.995 AC±
PARCELS 1 THROUGH 4	7.731 AC±
PARCELS A AND B	2.636 AC±
TOTAL	21.500 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023434-LR, DATED MAY 15, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 M&P 52)

(R2) TRACT 4155, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, S.J.C.R. (44 M&P 87)

(R3) PARCEL MAP 23–02–PM, RIVER ISLANDS–PHASE 2, FILED DECEMBER 5, 2023, IN BOOK 27 OF MAPS AND PLATS, PAGE 81, S.J.C.R. (27 M&P 81)

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001–01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE NON–EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023–045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4221 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AS FOLLOWS:

1) PARCEL B FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC.

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.

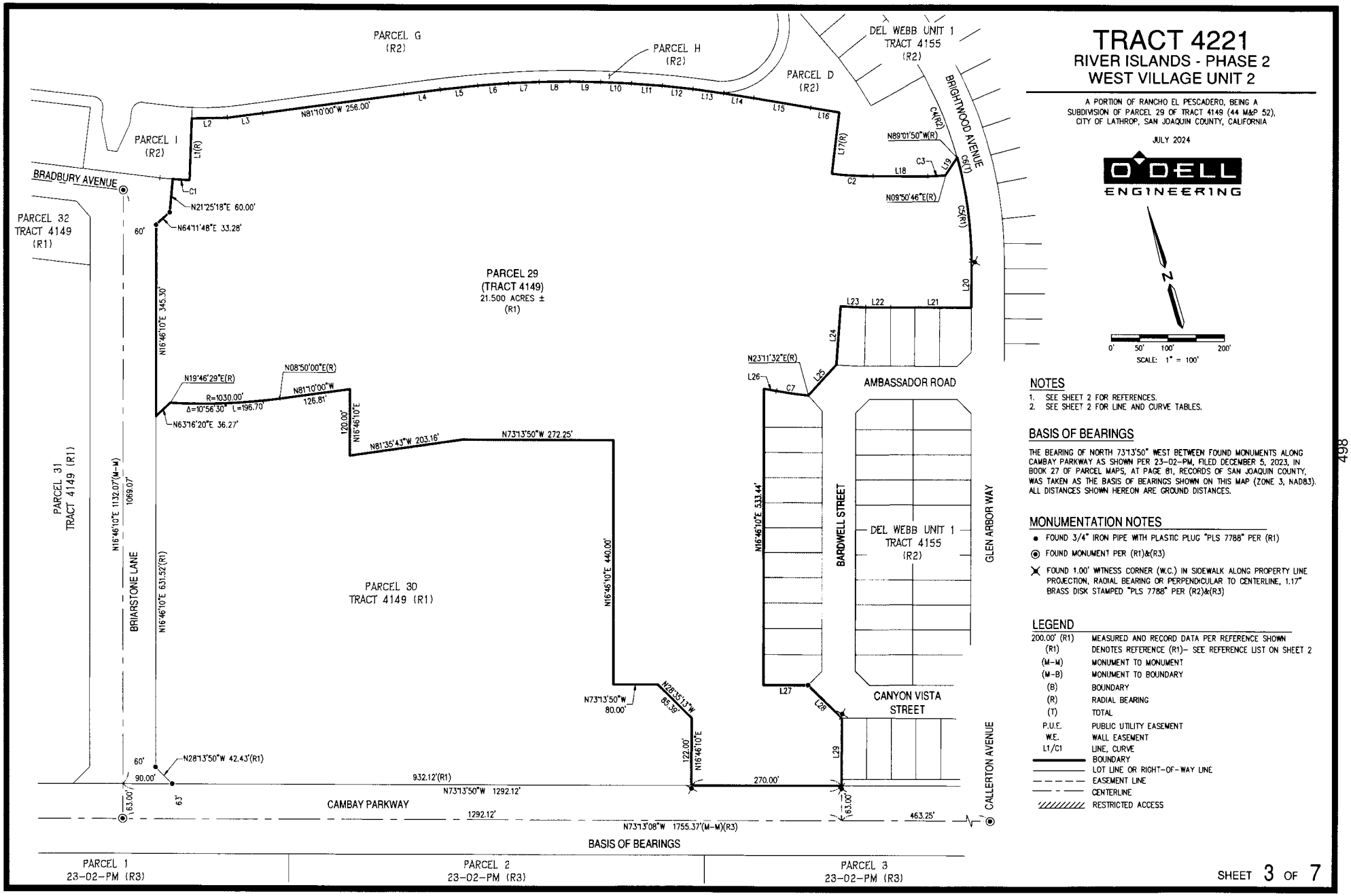
LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18°37'23"E	111.00'
L2	N74°55'32"W	64.00'
L3	N80°39'21"W	64.00'
L4	N81°04'51"W	65.14'
L5	N79°31'31"W	68.08'
L6	N77°37'03"W	55.31'
L7	N75°54'26"W	55.31'
L8	N74°11'49"W	55.31'
L9	N72°29'11"W	55.31'
L10	N70°46'34"W	55.31'
L11	N69°03'57"W	55.31'
L12	N67°21'19"W	55.31'
L13	N65°38'42"W	55.31'
L14	N64°00'34"W	54.38'
L15	N63°33'32"W	104.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	N64°16'57"W	52.00'
L17	N23°33'10"E	111.00'
L18	N73°13'50"W	100.00'
L19	N50°24'28"E	37.99'
L20	N16°46'10"E	81.72'
L21	N73°13'50"W	147.79'
L22	N73°06'12"W	45.00'
L23	N70°52'03"W	45.00'
L24	N20°37'29"E	106.00'
L25	N58°39'58"E	74.87'
L26	N63°33'32"W	22.63'
L27	N73°13'50"W	80.00'
L28	N28°35'13"W	85.39'
L29	N16°46'10"E	122.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	628.00'	2°47'55"	30.68'
C2	628.00'	6°47'00"	74.35'
C3	270.00'	6°55'24"	32.63'
C4	690.00'	13°14'33"	159.48'
C5	690.00'	15°48'00"	190.28'
C6	690.00'	29°02'34"	349.76'
C7	1030.00'	3°14'56"	58.40'

497



TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

0' 50' 100' 200'
SCALE: 1" = 100'

NOTES
1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

BASIS OF BEARINGS
THE BEARING OF NORTH 73°13'50" WEST BETWEEN FOUND MONUMENTS ALONG CAMBAY PARKWAY AS SHOWN PER 23-02-PM, FILED DECEMBER 5, 2023, IN BOOK 27 OF PARCEL MAPS, AT PAGE 81, 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.

MONUMENTATION NOTES
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ◉ FOUND MONUMENT PER (R1)&(R3)
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R2)&(R3)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(B)	BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
- - - - -	EASEMENT LINE
—·—·—	CENTERLINE
//////////	RESTRICTED ACCESS

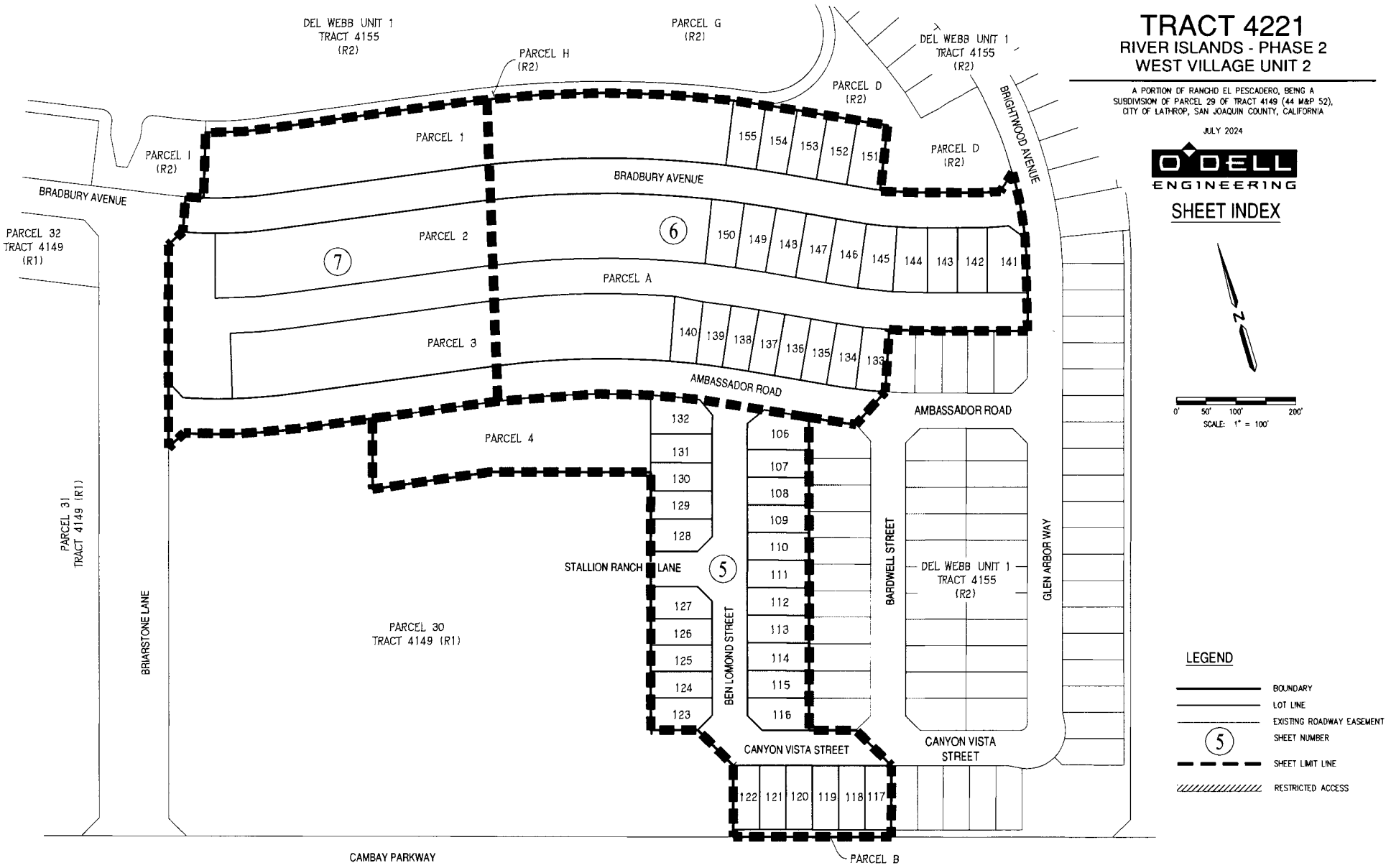
TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

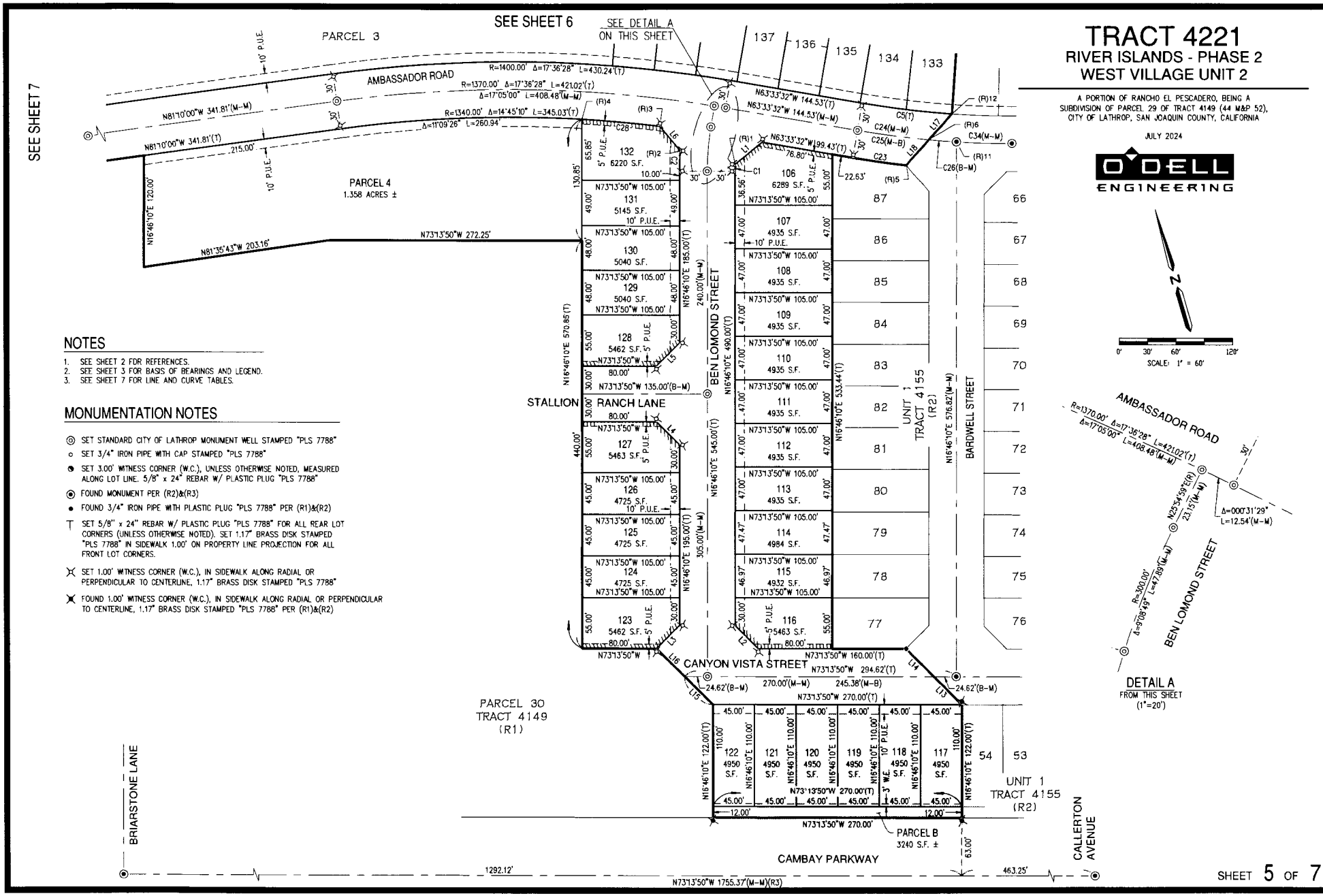
SHEET INDEX



LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- (5) SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

23-02-PM (R3)

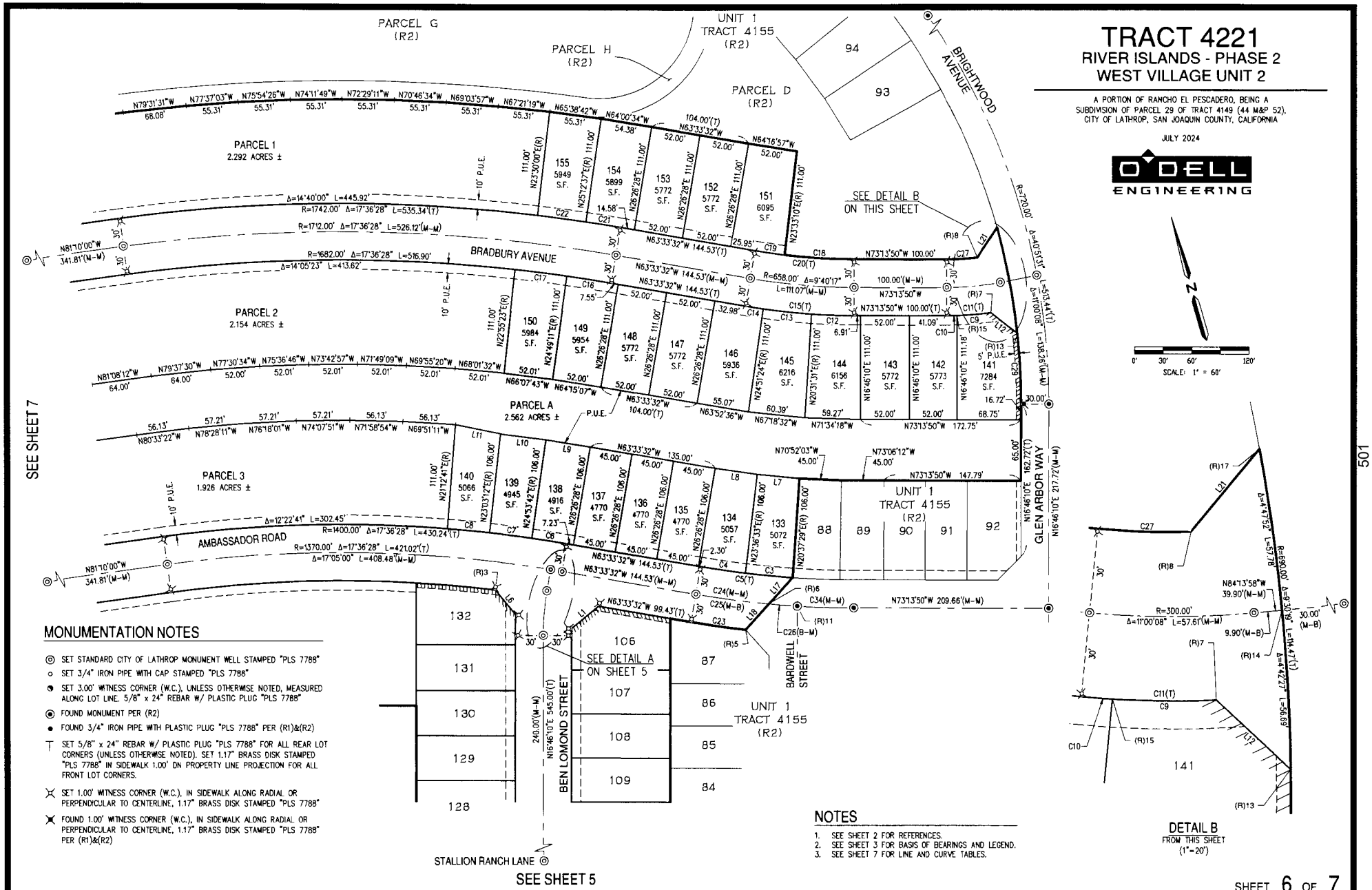


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 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 (R2)&(R3)
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)&(R2)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✖ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)&(R2)



TRACT 4221

RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

SCALE: 1" = 60'

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 (R2)
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)&(R2)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⊠ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)&(R2)

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

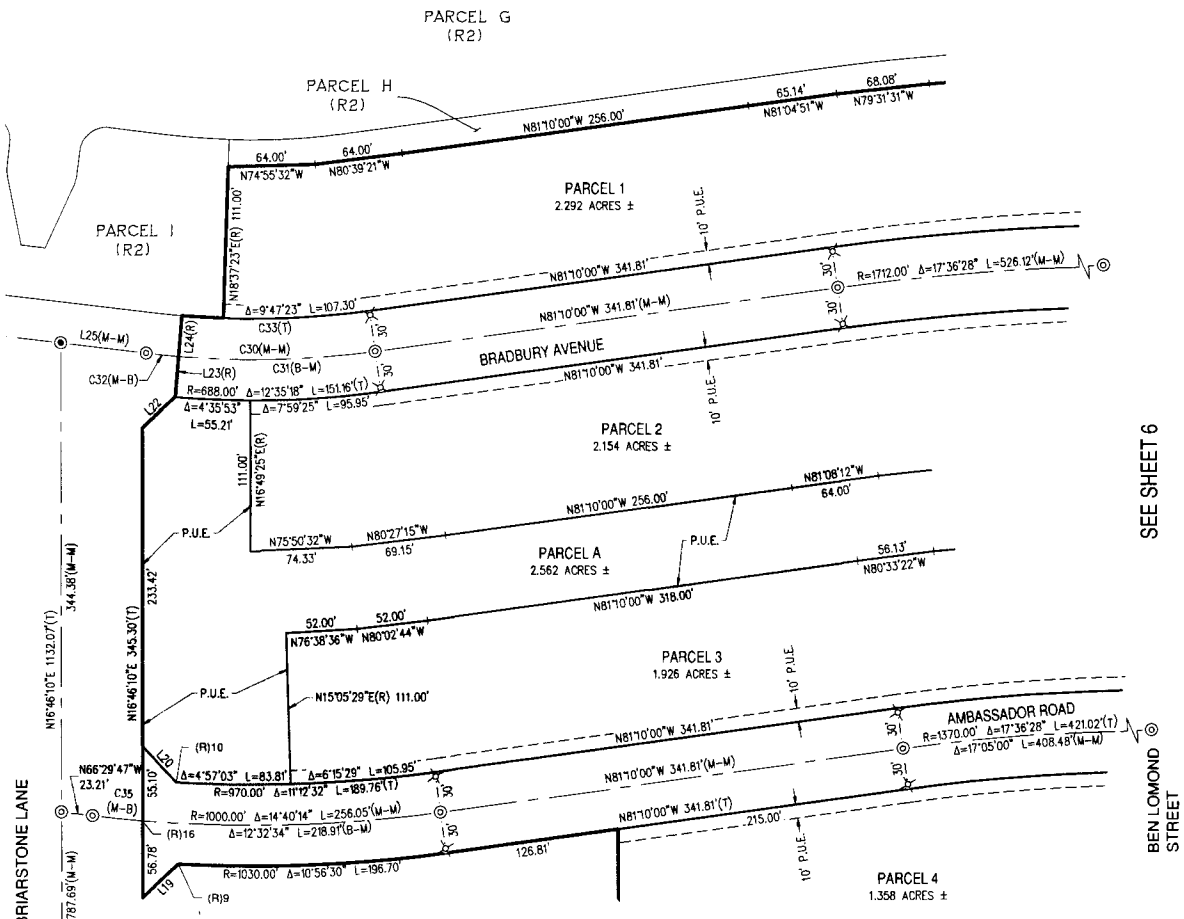
DETAIL B
FROM THIS SHEET
(1"=20')

TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.

MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- o 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)&(R3)
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊹ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✕ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL DR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

LINE AND CURVE TABLES FOR SHEETS 5 THROUGH 7 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°23'19"E	37.77'
L2	N28°13'50"W	35.36'
L3	N61°46'10"E	35.36'
L4	N28°13'50"W	35.36'
L5	N61°46'10"E	35.36'
L6	N22°54'38"W	34.42'
L7	N67°52'59"W	45.00'
L8	N64°54'09"W	45.00'
L9	N64°12'55"W	47.86'
L10	N66°01'33"W	48.41'
L11	N61°58'54"W	48.75'
L12	N35°28'45"W	35.94'
L13	N28°35'13"W	42.69'
L14	N28°35'13"W	42.69'
L15	N28°35'13"W	42.69'
L16	N28°35'13"W	42.69'
L17	N58°39'58"E	37.75'
L18	N58°39'58"E	37.12'
L19	N63°16'20"E	36.27'
L20	N26°13'30"W	36.57'
L21	N50°24'28"E	37.99'
L22	N64°11'48"E	33.28'
L23	N21°25'18"E	30.00'
L24	N21°25'18"E	30.00'
L25	N66°29'47"W	63.59'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	270.00'	1°33'59"	7.38'
C2	330.00'	3°49'23"	22.02'
C3	970.00'	2°59'04"	50.53'
C4	970.00'	2°49'54"	47.94'
C5	970.00'	5°48'58"	98.47'
C6	1400.00'	1°32'46"	37.78'
C7	1400.00'	1°50'30"	45.00'
C8	1400.00'	1°50'31"	45.01'
C9	330.00'	6°18'27"	36.33'
C10	330.00'	1°53'42"	10.91'
C11	330.00'	8°12'09"	47.24'
C12	688.00'	3°45'21"	45.10'
C13	688.00'	4°19'53"	52.01'
C14	688.00'	1°35'03"	19.02'
C15	688.00'	9°40'17"	116.13'
C16	1682.00'	1°37'16"	47.59'
C17	1682.00'	1°53'49"	55.68'
C18	628.00'	6°47'00"	74.35'
C19	628.00'	2°53'17"	31.66'
C20	628.00'	9°40'17"	106.01'
C21	1742.00'	1°13'51"	37.42'
C22	1742.00'	1°42'37"	52.00'
C23	1030.00'	3°14'56"	58.40'
C24	1000.00'	6°12'43"	108.42'
C25	1000.00'	4°29'00"	78.25'
C26	1000.00'	1°43'43"	30.17'
C27	270.00'	6°55'24"	32.63'
C28	1340.00'	3°35'44"	84.09'
C29	690.00'	6°17'41"	75.81'
C30	658.00'	14°40'14"	168.48'
C31	658.00'	12°35'18"	144.57'
C32	658.00'	2°04'55"	23.91'
C33	628.00'	12°35'18"	137.98'
C34	1000.00'	3°27'34"	60.38'
C35	1000.00'	2°07'40"	37.14'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N71°39'50"W
(R)2	N69°24'27"W
(R)3	N23°35'10"E
(R)4	N19°59'26"E
(R)5	N23°11'32"E
(R)6	N21°57'28"E
(R)7	N8°34'01"E
(R)8	N9°50'46"E
(R)9	N19°46'29"E
(R)10	N20°02'31"E
(R)11	N20°13'44"E
(R)12	N20°37'29"E
(R)13	N79°31'31"W
(R)14	N84°13'58"W
(R)15	N14°52'28"E
(R)16	N21°22'33"E
(R)17	N89°01'50"W

EXHIBIT "B"

TRACT 4221 UNIT 2 AREA

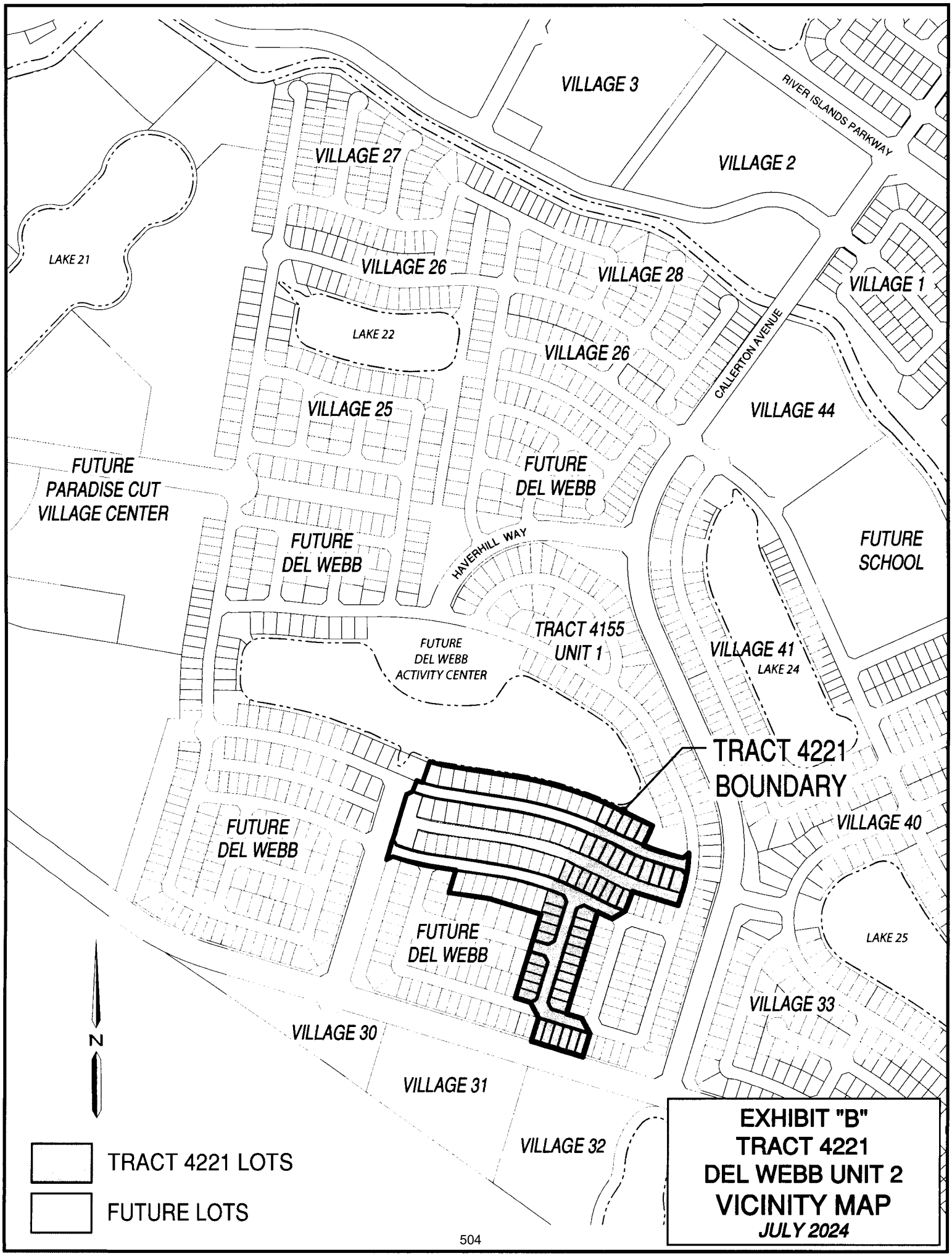

VILLAGE 3
RIVER ISLANDS PARKWAY
VILLAGE 27
VILLAGE 2
LAKE 21
VILLAGE 26
VILLAGE 28
VILLAGE 1
LAKE 22
VILLAGE 26
CALLERTON AVENUE
VILLAGE 25
VILLAGE 44
FUTURE
PARADISE CUT
VILLAGE CENTER
FUTURE
DEL WEBB
FUTURE
DEL WEBB
HAVERHILL WAY
FUTURE
SCHOOL
TRACT 4155
UNIT 1
FUTURE
DEL WEBB
ACTIVITY CENTER
VILLAGE 41
LAKE 24
TRACT 4221
BOUNDARY
FUTURE
DEL WEBB
VILLAGE 40
FUTURE
DEL WEBB
LAKE 25
VILLAGE 33
N
VILLAGE 30
VILLAGE 31
VILLAGE 32
TRACT 4221 LOTS
FUTURE LOTS
EXHIBIT "B"
TRACT 4221
DEL WEBB UNIT 2
VICINITY MAP
JULY 2024

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.

RIVEISL-01 LENGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2024

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

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

PRODUCER License # 0C36861	CONTACT NAME:	
Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Specialty Insurance Company	12537
INSURED	INSURER B :	
River Islands Development Area 1, LLC. 73 W. Stewart Rd. Lathrop, CA 95330	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		ATN2418343P	3/19/2024	3/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Tract 4221

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.

CERTIFICATE HOLDER

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

CANCELLATION

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ATN2418343P

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

© Insurance Services Office, Inc., 2012

Policy# ATN2418343P

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a. **(1)** The Additional Insured is a Named Insured under such other insurance;

and

(2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis; and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

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

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

Policy: ATN2418343P

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.

EXHIBIT "D"

WEST VILLAGE UNIT 2

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

[redacted]
ENGINEERING
a Westwood company

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
DEL WEBB - TRACT 4221 (UNIT 2)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 30, 2024
Job No.: 25504 - 86

Item	Description	Quantity	Unit	Unit Price	Amount
1	Monuments *(50% Completion)*	1	LS	$ 10,000.00	$ 10,00.00
				TOTAL COST TO COMPLETE	**$ 10,000.00**

Notes:
1) Estimate for cost to complete based on River Islands Construction Manager memo dated 7/16/2024

[redacted]
ENGINEERING
a Westwood company

DRAFT ENGINEER'S OPINION OF PROBABLE COST
PHASE 2 DEL WEBB
TRACT 4221 (50 LOTS)
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 30, 2024
Job No.: 25504-86

Item	Description	Quantity	Unit	Unit Price	Amount
	ROADWAY				
1	Fine Grading	112,100	SF	$ 0.45	$ 50,445.00
2	4.5" AC Paving	56,500	SF	$ 2.25	$ 127,125.00
3	8" Aggregate Base	56,500	SF	$ 1.20	$ 67,800.00
4	Vertical Curb and Gutter *(with AB cushion)*	1,130	LF	$ 15.00	$ 16,950.00
5	Rolled Curb and Gutter *(with AB cushion)*	2,360	LF	$ 15.00	$ 35,400.00
6	Concrete Sidewalk	18,200	SF	$ 5.00	$ 91,000.00
7	Handicap Ramps	6	EA	$ 2,500.00	$ 15,000.00
8	Survey Monuments	8	EA	$ 300.00	$ 2,400.00
9	Traffic Signing & Striping	1,900	LF	$ 5.00	$ 9,500.00
10	Dewatering *(budget)*	1,900	LF	$ 100.00	$ 190,000.00
	Subtotal Roadway				$ 605,620.00
	STORM DRAIN				
11	15" Storm Drain Pipe *(polypropylene)*	200	LF	$ 18.00	$ 3,600.00
12	18" Storm Drain Pipe *(polypropylene)*	710	LF	$ 20.00	$ 14,200.00
13	24" Storm Drain Pipe *(polypropylene)*	620	LF	$ 31.00	$ 19,220.00
14	30" Storm Drain Pipe *(polypropylene)*	280	LF	$ 45.00	$ 12,600.00
15	48" Storm Drain Pipe *(RCP)*	160	LF	$ 125.00	$ 20,000.00
16	Catch Basins *(type I inlet over type I manhole base)*	13	EA	$ 2,800.00	$ 36,400.00
17	Catch Basins *(type I inlet over type II manhole base)*	2	EA	$ 5,000.00	$ 10,000.00
18	Catch Basins *(type I inlet over type III manhole base)*	2	EA	$ 7,500.00	$ 15,000.00
19	Manholes *(type I)*	1	EA	$ 3,000.00	$ 3,000.00
20	Manholes *(type II)*	1	EA	$ 5,000.00	$ 5,000.00
21	Connect to Existing	1	EA	$ 1,700.00	$ 1,700.00
	Subtotal Storm Drain				$ 140,720.00
	SANITARY SEWER				
22	8" Sanitary Sewer Pipe	1,850	LF	$ 28.00	$ 51,800.00
23	Manholes	6	EA	$ 4,000.00	$ 24,000.00
24	Sewer Service	50	EA	$ 600.00	$ 30,000.00
	Subtotal Sanitary Sewer				$ 105,800.00
	WATER SUPPLY				
25	8" Water Line *(including all appurtenances)*	1,910	LF	$ 32.00	$ 61,120.00
26	GV	9	EA	$ 1,550.00	$ 13,950.00
27	Water Service	50	EA	$ 2,000.00	$ 100,000.00
28	Fire Hydrants	5	EA	$ 4,000.00	$ 20,000.00
	Subtotal Water				$ 195,070.00

[redacted]
ENGINEERING
a Westwood company

Item	Description	Quantity	Unit		Unit Price		Amount
	LAKE FILL WATER						
29	24" Lake Fill Water Line *(including all appurtenances)*	500	LF	$	85.00	$	42,500.00
30	ARV	1	EA	$	2,500.00	$	2,500.00
	Subtotal Lake Fill Water					$	45,000.00
					SUBTOTAL CONSTRUCTION COST	**$**	**1,092,210.00**
					20% CONTINGENCY	**$**	**-**
					TOTAL CONSTRUCTION COST (nearest $1,000)	**$**	**1,093,000.00**

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.

ATTACHMENT "D"

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

August 12, 2024

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 4221; Escrow No. 1214023434

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 31, 2024, 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, 2025, 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 document 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 4221, 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. 11 (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 RIDA3).

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 RIDA3).

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

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), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from 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 **$51,964.21**, 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 **$3,774.00** multiplied by **13.769** 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 (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (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;

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 (sdellosso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands 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:

(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	Susan Dell'Osso 8/2/2024 Date
City Manager	President
City of Lathrop	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

ELEVENTH 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. 11

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 Eleventh 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 Eleventh 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: _____, 2024.

By: _____
Teresa Vargas, 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. 11
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 11 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	213-610-27, 213-610-28, and 213-610-29

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES
#2) ANNEXATION NO. 11

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

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 #2)

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 1, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. **Approval of Annexation**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Facilities and Services**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. **Approval of the Appropriations Limit**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. **Waivers and Vote**. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. **Recordation of Amendment to Notice of Special Tax Lien.** The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. **Authority Warranted**. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. **Due Diligence and Disclosures.** The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. **Agreements.** The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. **The Property.** The Property is identified as follows:

Assessor's Parcel No. 213-610-27, 213-610-28, and 213-610-29

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 1, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 1, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

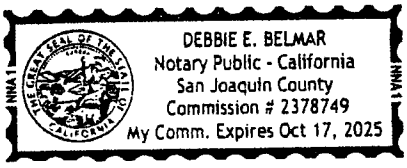
(Attach acknowledgment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)

On July 19, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Debbie E. Belmar
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

☐ Signer's Name: _____	☐ 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 or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____
_____	_____

EXHIBIT A

CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"Authorized Services" means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"CFD" means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Development Agreement" means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

"Facilities Special Tax" means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Review Process" means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Taxes" means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

"Non-Residential Square Footage" means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"Proportionately" means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For the Facilities Special Tax, "Proportionately" means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"Public Property" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. ***All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.*** Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$ 0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$ 0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$ 0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$ 0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$ 0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. Reduction of the Maximum Special Taxes

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES
#2) ANNEXATION NO. 11

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

ATTACHMENT "E"

TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4221, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS STALLION RANCH LANE, AMBASSADOR ROAD, BEN LOMOND STREET, CANYON VISTA STREET, AND BRADBURY AVENUE AS SHOWN ON THIS FINAL MAP.

2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, 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. PARCEL B 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 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 RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 106, 116, 123, 127, 128, 132 AND 141 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////////// AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 4, 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.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, 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 _____, 2024.
BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBUC 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 _____ ,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

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 4221, RIVER ISLANDS - PHASE 2, WEST VILLAGE UNIT 2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE __ DAY OF _____ ,2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 106, 116, 123, 127, 128, 132 AND 141 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //////////, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WALL EASEMENTS, THE DEDICATION IN FEE OF PARCEL B, THE DEDICATION OF THE GROUND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF STALLION RANCH LANE, AMBASSADOR ROAD, BEN LOMOND STREET, CANYON VISTA STREET, AND BRADBURY AVENUE 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.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-45592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN }

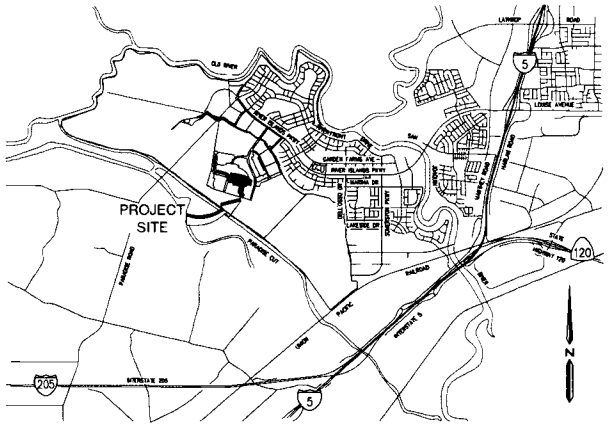
ON _____ ,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4221, RIVER ISLANDS-PHASE 2, WEST VILLAGE UNIT 2", 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER * BRAD R. TAYLOR * C 92823 * CIVIL * STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A
SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4221, RIVER ISLANDS – PHASE 2, WEST VILLAGE UNIT 2", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

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

PROFESSIONAL LAND SURVEYOR — DARRYL A. ALEXANDER — No. L 5071 — STATE OF CALIFORNIA

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 APRIL 14, 2024. 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 MAY 1, 2025, 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 _____, 2024.

DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR — DYLAN CRAWFORD — No. 7788 — STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4221, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 2, CONTAINS 50 RESIDENTIAL LOTS WITH A TOTAL OF 6.138 ACRES, MORE OR LESS, PARCELS A AND B CONTAINING 2.636 ACRES, MORE OR LESS, PARCELS 1 THROUGH 4 CONTAINING 7.731 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 4.995 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4221 AREA SUMMARY	
LOTS 106 THROUGH 155	6.138 AC±
STREET DEDICATIONS	4.995 AC±
PARCELS 1 THROUGH 4	7.731 AC±
PARCELS A AND B	2.636 AC±
TOTAL	21.500 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023434–LR, DATED MAY 15, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 M&P 52)

(R2) TRACT 4155, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, S.J.C.R. (44 M&P 87)

(R3) PARCEL MAP 23–02–PM, RIVER ISLANDS–PHASE 2, FILED DECEMBER 5, 2023, IN BOOK 27 OF MAPS AND PLATS, PAGE 81, S.J.C.R. (27 M&P 81)

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001–01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE NON–EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023–045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4221 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AS FOLLOWS:

1) PARCEL B FOR PURPOSES OF LANDSCAPE OPEN SPACES INCLUDING PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC.

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.

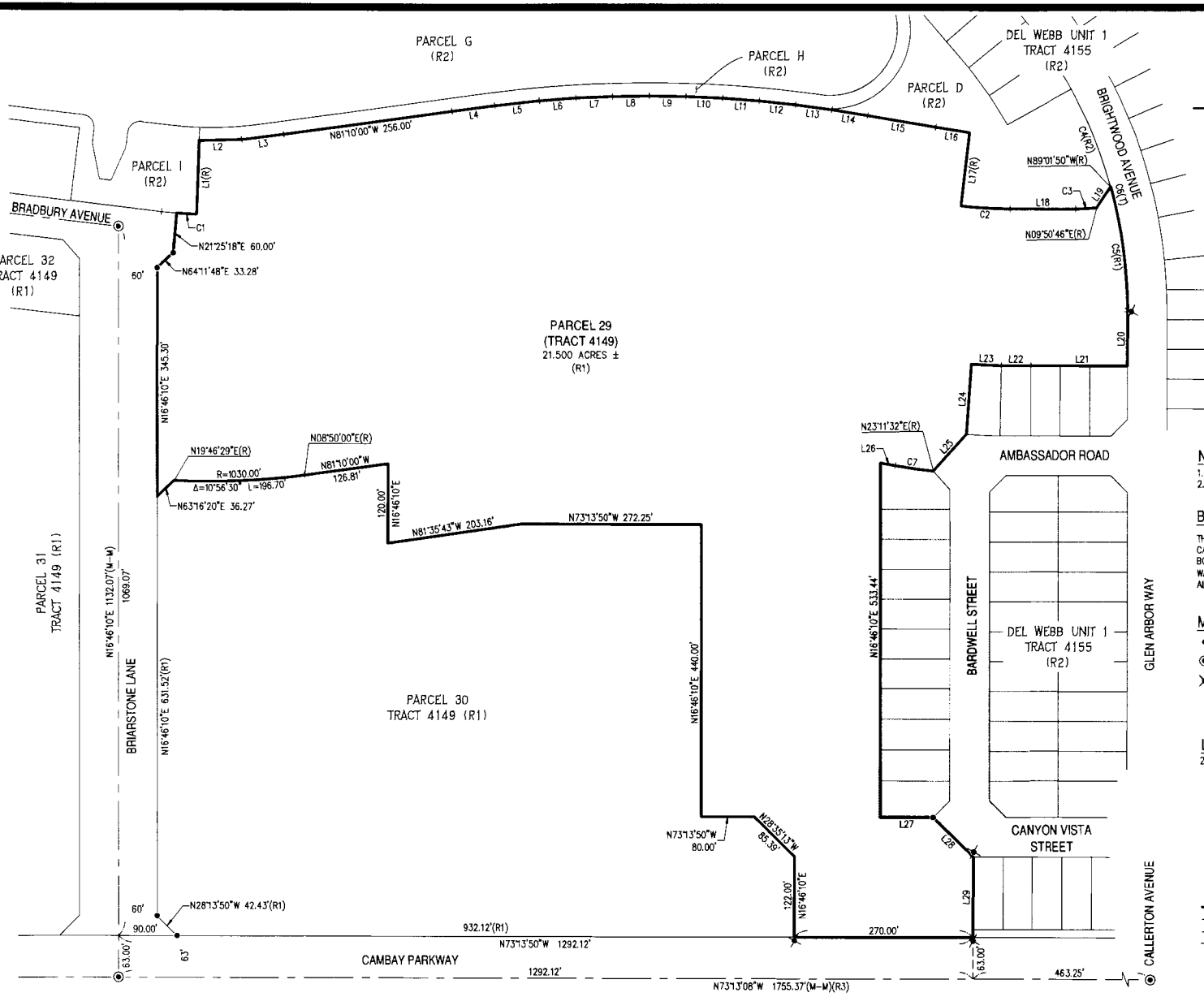
LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18°37'23"E	111.00'
L2	N74°55'32"W	64.00'
L3	N80°39'21"W	64.00'
L4	N81°04'51"W	65.14'
L5	N79°31'31"W	68.08'
L6	N77°37'03"W	55.31'
L7	N75°54'26"W	55.31'
L8	N74°11'49"W	55.31'
L9	N72°29'11"W	55.31'
L10	N70°46'34"W	55.31'
L11	N69°03'57"W	55.31'
L12	N67°21'19"W	55.31'
L13	N65°38'42"W	55.31'
L14	N64°00'34"W	54.38'
L15	N63°33'32"W	104.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	N64°16'57"W	52.00'
L17	N23°33'10"E	111.00'
L18	N73°13'50"W	100.00'
L19	N50°24'28"E	37.99'
L20	N16°46'10"E	81.72'
L21	N73°13'50"W	147.79'
L22	N73°06'12"W	45.00'
L23	N70°52'03"W	45.00'
L24	N20°37'29"E	106.00'
L25	N58°39'58"E	74.87'
L26	N63°33'32"W	22.63'
L27	N73°13'50"W	80.00'
L28	N28°35'13"W	85.39'
L29	N16°46'10"E	122.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	628.00'	2°47'55"	30.68'
C2	628.00'	6°47'00"	74.35'
C3	270.00'	6°55'24"	32.63'
C4	690.00'	13°14'33"	159.48'
C5	690.00'	15°48'00"	190.28'
C6	690.00'	29°02'34"	349.76'
C7	1030.00'	3°14'56"	58.40'

542



TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

N

0' 50' 100' 200'

SCALE: 1" = 100'

NOTES
1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

BASIS OF BEARINGS

THE BEARING OF NORTH 73°13'50" WEST BETWEEN FOUND MONUMENTS ALONG CAMBAY PARKWAY AS SHOWN PER 23-02-PM, FILED DECEMBER 5, 2023, IN BOOK 27 OF PARCEL MAPS, AT PAGE 81, 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.

MONUMENTATION NOTES

- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ◉ FOUND MONUMENT PER (R1)&(R3)
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R2)&(R3)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(B)	BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
- - - - -	EASEMENT LINE
— - —	CENTERLINE
//////////	RESTRICTED ACCESS

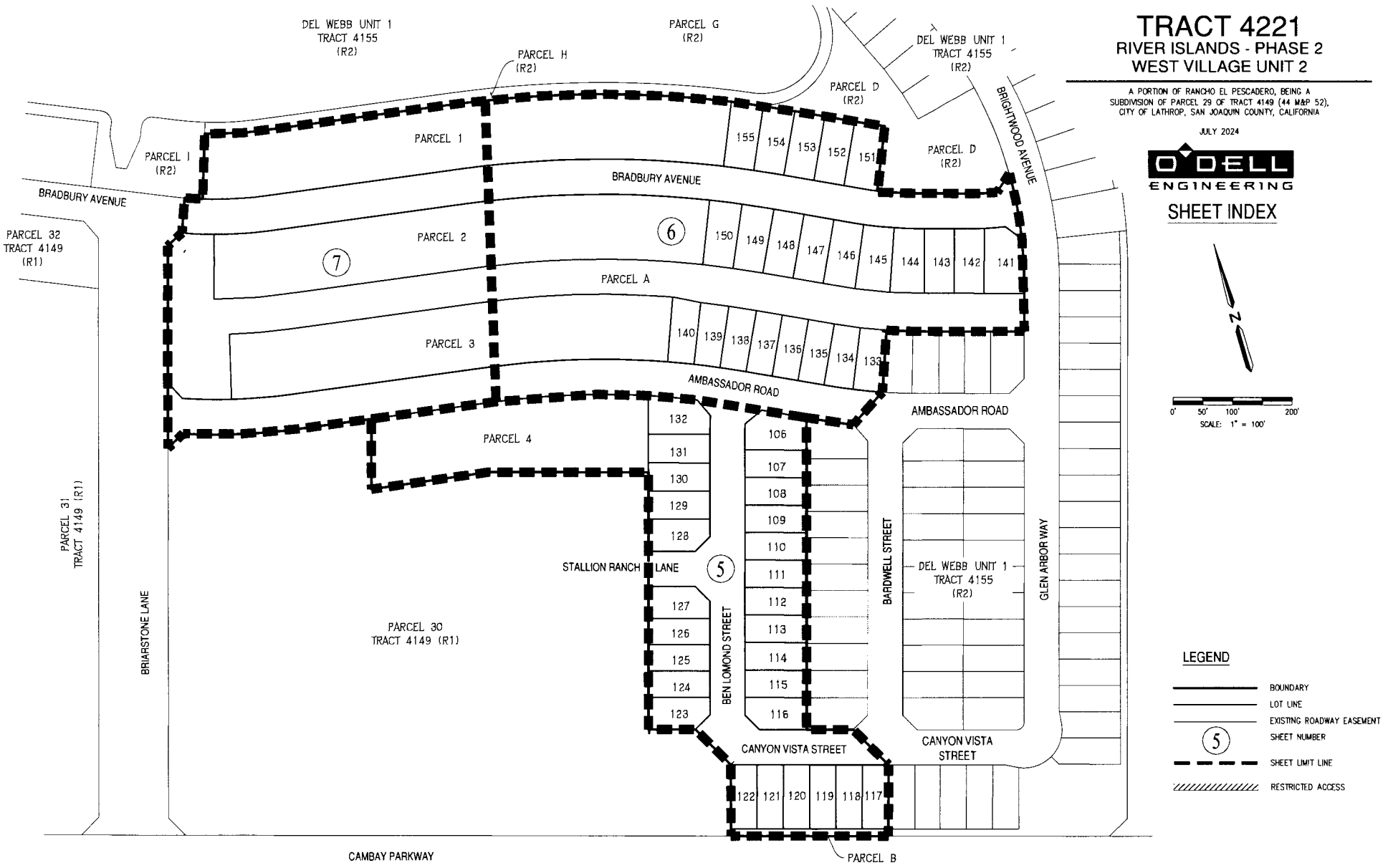
TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

SHEET INDEX



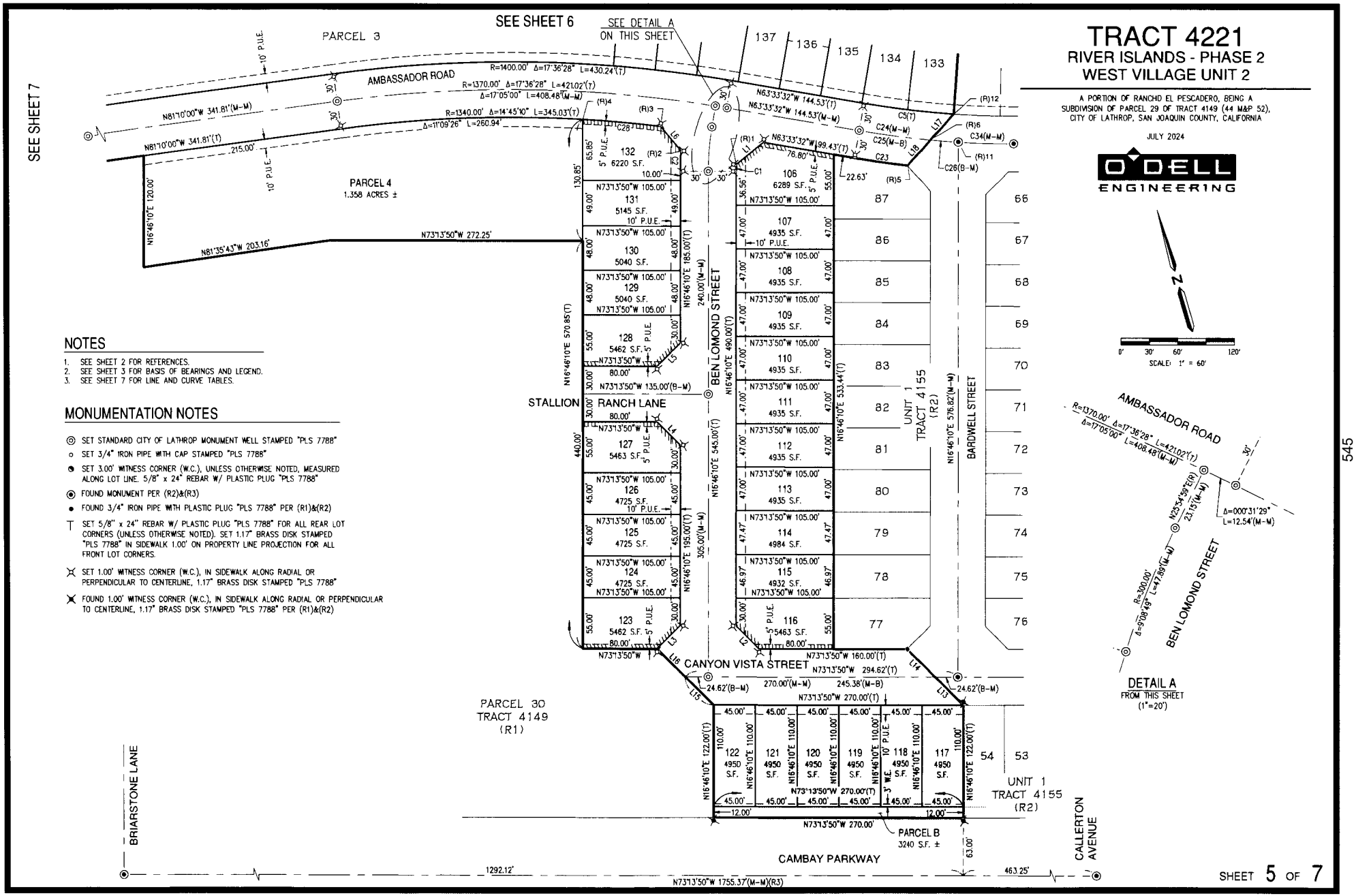
0' 50' 100' 200'

SCALE: 1" = 100'

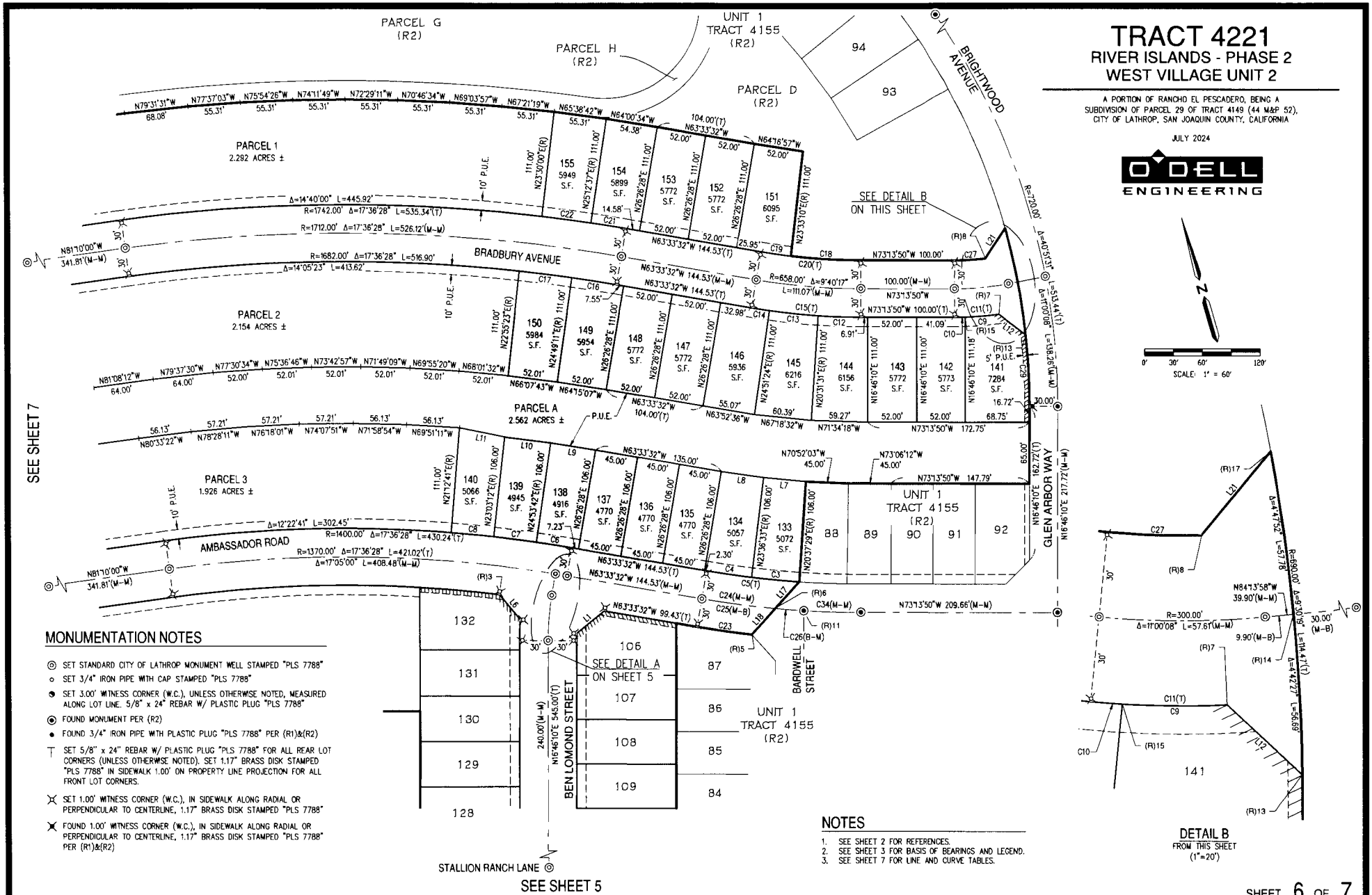
LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- (5) SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

23-02-PM (R3)


SEE SHEET 6
SEE SHEET 7
SEE DETAIL A ON THIS SHEET
PARCEL 3
PARCEL 4
1.358 ACRES ±
AMBASSADOR ROAD
R=1400.00' Δ=17°36'28" L=430.24'(T)
R=1370.00' Δ=17°36'28" L=421.02'(T)
Δ=17°05'00" L=408.48'(M-M)
R=1340.00' Δ=14°45'10" L=345.03'(T)
Δ=11°09'26" L=260.94'
N81°10'00"W 341.81'(M-M)
N81°10'00"W 341.81'(T)
215.00'
10' P.U.E.
N16°46'10"E 120.00'
N81°35'43"W 203.16'
N73°13'50"W 272.25'
N63°33'32"W 144.53'(T)
N63°33'32"W 144.53'(M-M)
N63°33'32"W 99.43'(T)
76.80'
22.63'
132 6220 S.F.
131 5145 S.F.
130 5040 S.F.
129 5040 S.F.
128 5462 S.F.
127 5463 S.F.
126 4725 S.F.
125 4725 S.F.
124 4725 S.F.
123 5462 S.F.
106 6289 S.F.
107 4935 S.F.
108 4935 S.F.
109 4935 S.F.
110 4935 S.F.
111 4935 S.F.
112 4935 S.F.
113 4935 S.F.
114 4984 S.F.
115 4932 S.F.
116 5463 S.F.
10' P.U.E.
5' P.U.E.
BEN LOMOND STREET
STALLION RANCH LANE
CANYON VISTA STREET
BARDWELL STREET
UNIT 1 TRACT 4155 (R2)
87
86
85
84
83
82
81
80
79
78
77
66
67
68
69
70
71
72
73
74
75
76
PARCEL 30 TRACT 4149 (R1)
BRIARSTONE LANE
CAMBAY PARKWAY
CALLERTON AVENUE
PARCEL B 3240 S.F. ±
1292.12'
N73°13'50"W 1755.37'(M-M)(R3)
463.25'
63.00'
N73°13'50"W 270.00'
N73°13'50"W 294.62'(T)
270.00'(M-M)
245.38'(M-B)
24.62'(B-M)
N73°13'50"W 270.00'(T)
N73°13'50"W 160.00'(T)
N73°13'50"W 135.00'(B-M)
N16°46'10"E 570.85'(T)
N16°46'10"E 185.00'(T)
N16°46'10"E 490.00'(T)
N16°46'10"E 533.44'(T)
N16°46'10"E 576.82'(M-M)
N16°46'10"E 545.00'(T)
N16°46'10"E 195.00'(T)
N16°46'10"E 122.00'(T)
240.00'(M-M)
305.00'(M-M)
440.00'
130.85'
65.85'
36.56'
NOTES
1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 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 (R2)&(R3)
FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)&(R2)
SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)&(R2)
TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2024
O'DELL ENGINEERING
N
0' 30' 60' 120'
SCALE: 1" = 60'
DETAIL A
FROM THIS SHEET
(1"=20')
AMBASSADOR ROAD
R=1370.00' Δ=17°36'28" L=421.02'(T)
Δ=17°05'00" L=408.48'(M-M)
N25°54'59"E(R)
23.15'(M-M)
Δ=000°31'29"
L=12.54'(M-M)
R=300.00'
Δ=9°08'43" L=47.89'(M-M)
BEN LOMOND STREET
SHEET 5 OF 7

545



TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

SCALE: 1" = 60'

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 (R2)
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)&(R2)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⊠ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)&(R2)

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 FOR LINE AND CURVE TABLES.

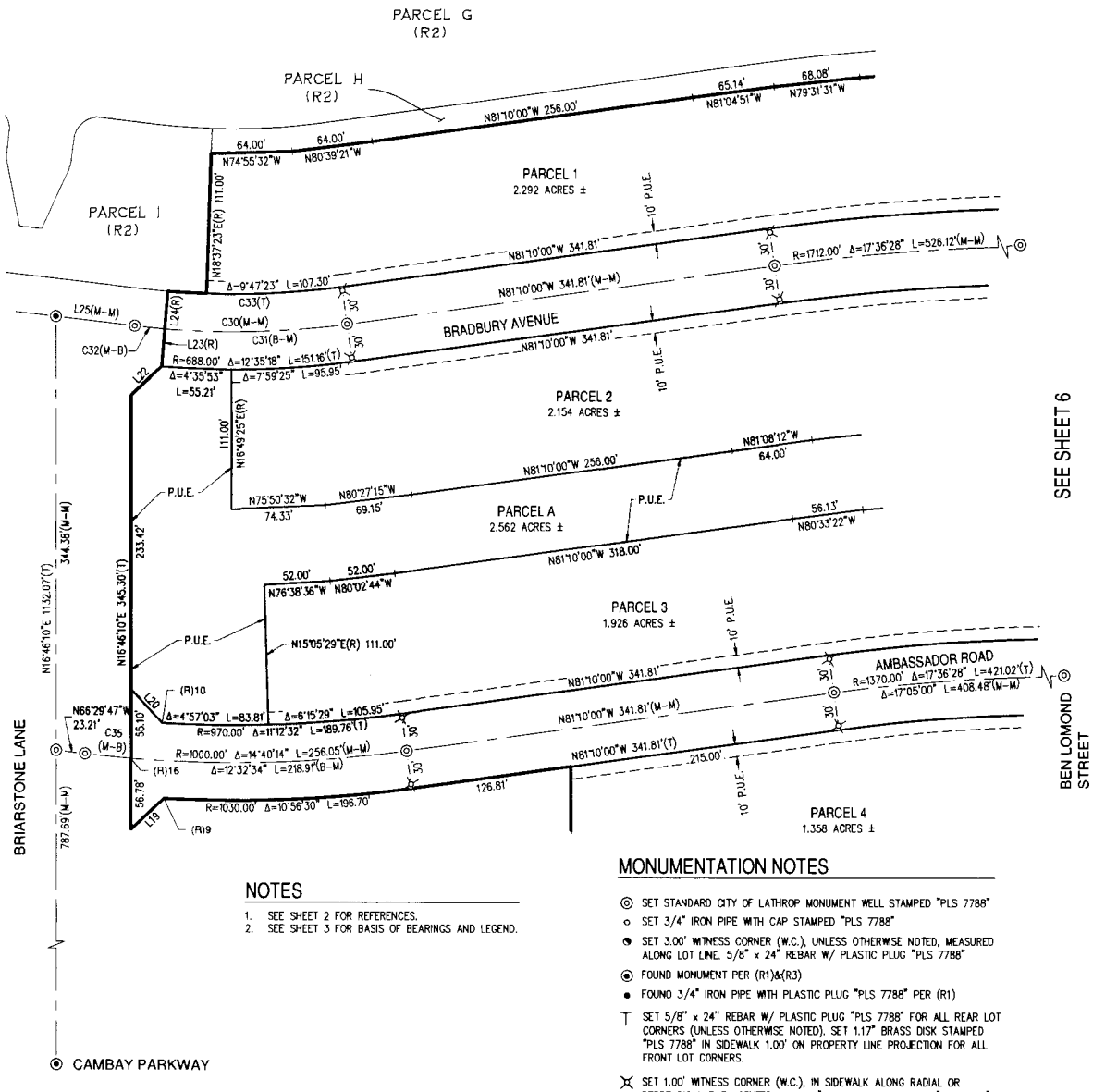
DETAIL B
FROM THIS SHEET
(1"=20')

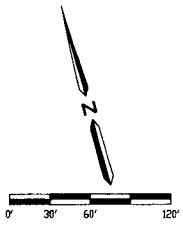
TRACT 4221
RIVER ISLANDS - PHASE 2
WEST VILLAGE UNIT 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 29 OF TRACT 4149 (44 M&P 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING





NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.

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)&(R3)
- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- 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 PROJECTION FOR ALL FRONT LOT CORNERS.
- ⌧ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⌧ FOUND 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"

LINE AND CURVE TABLES FOR SHEETS 5 THROUGH 7 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°23'19"E	37.77'
L2	N28°13'50"W	35.36'
L3	N61°46'10"E	35.36'
L4	N28°13'50"W	35.36'
L5	N61°46'10"E	35.36'
L6	N22°54'38"W	34.42'
L7	N67°52'59"W	45.00'
L8	N64°54'09"W	45.00'
L9	N64°12'55"W	47.86'
L10	N66°01'33"W	48.41'
L11	N61°58'54"W	48.75'
L12	N35°28'45"W	35.94'
L13	N28°35'13"W	42.69'
L14	N28°35'13"W	42.69'
L15	N28°35'13"W	42.69'
L16	N28°35'13"W	42.69'
L17	N58°39'58"E	37.75'
L18	N58°39'58"E	37.12'
L19	N63°16'20"E	36.27'
L20	N26°13'30"W	36.57'
L21	N50°24'28"E	37.99'
L22	N64°11'48"E	33.28'
L23	N21°25'18"E	30.00'
L24	N21°25'18"E	30.00'
L25	N66°29'47"W	63.59'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	270.00'	1°33'59"	7.38'
C2	330.00'	3°49'23"	22.02'
C3	970.00'	2°59'04"	50.53'
C4	970.00'	2°49'54"	47.94'
C5	970.00'	5°48'58"	98.47'
C6	1400.00'	1°32'46"	37.78'
C7	1400.00'	1°50'30"	45.00'
C8	1400.00'	1°50'31"	45.01'
C9	330.00'	6°18'27"	36.33'
C10	330.00'	1°53'42"	10.91'
C11	330.00'	8°12'09"	47.24'
C12	688.00'	3°45'21"	45.10'
C13	688.00'	4°19'53"	52.01'
C14	688.00'	1°35'03"	19.02'
C15	688.00'	9°40'17"	116.13'
C16	1682.00'	1°37'16"	47.59'
C17	1682.00'	1°53'49"	55.68'
C18	628.00'	6°47'00"	74.35'
C19	628.00'	2°53'17"	31.66'
C20	628.00'	9°40'17"	106.01'
C21	1742.00'	1°13'51"	37.42'
C22	1742.00'	1°42'37"	52.00'
C23	1030.00'	3°14'56"	58.40'
C24	1000.00'	6°12'43"	108.42'
C25	1000.00'	4°29'00"	78.25'
C26	1000.00'	1°43'43"	30.17'
C27	270.00'	6°55'24"	32.63'
C28	1340.00'	3°35'44"	84.09'
C29	690.00'	6°17'41"	75.81'
C30	658.00'	14°40'14"	168.48'
C31	658.00'	12°35'18"	144.57'
C32	658.00'	2°04'55"	23.91'
C33	628.00'	12°35'18"	137.98'
C34	1000.00'	3°27'34"	60.38'
C35	1000.00'	2°07'40"	37.14'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N71°39'50"W
(R)2	N69°24'27"W
(R)3	N23°35'10"E
(R)4	N19°59'26"E
(R)5	N23°11'32"E
(R)6	N21°57'28"E
(R)7	N8°34'01"E
(R)8	N9°50'46"E
(R)9	N19°46'29"E
(R)10	N20°02'31"E
(R)11	N20°13'44"E
(R)12	N20°37'29"E
(R)13	N79°31'31"W
(R)14	N84°13'58"W
(R)15	N14°52'28"E
(R)16	N21°22'33"E
(R)17	N89°01'50"W

PAGE LEFT INTENTIONALLY BLANK

ITEM 4.21

CITY MANAGER'S REPORT
AUGUST 12, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4226 VILLAGE 5 UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4226 Village 5 Unit 1 within the Woodlands East District, Totaling 80 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC and Califia, LLC**

SUMMARY:

The proposed Final Map for Tract 4226 Village 5 Unit 1 (Tract 4226), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. River Islands Development Area 3, LLC and Califia, LLC (hereinafter collectively referred to as River Islands) is proposing eighty (80) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4226 to be recorded pursuant to the terms of the Escrow Instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021 the City of Lathrop City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On March 25, 2024 City Council approved Tract 4205 Woodlands East Large Lot Final Map (LLFM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4226 is within the geographic boundaries of VTM 6716 and LLFM 4205.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements. The total cost of the improvements for Tract 4226 is $6,839,000, however a large portion 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 4226 that guarantee the unfinished improvements for Tract 4226 as detailed in Table 1.

The SIA for Tract 4226 refers to the guarantee of public improvements and Offsite Improvements that are necessary to support the Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood via the C2 Sewer Lift Station. 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

Tract 4226 Improvements	
Unfinished Improvement Total:	$1,893,800
Performance Bond (Bond No.0844459):	$2,569,600
Labor & Materials Bond (Bond No.0844459):	$1,284,800
C2 Sewer Lift Station	
Unfinished Improvement Total:	$2,300,000
Performance Bond (Bond No.0844461):	$3,241,747
Labor & Materials Bond (Bond No.0844461):	$1,620,874

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

Tract 4226 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

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

Documents	**Status**
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed

3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	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 3rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4226 Village 5 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Approval pending with this item
Fees	**Status**
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no 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 4226 Village 5 Unit 1 within the Woodlands East District, Totaling 80 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC and Califia, LLC

B. Vicinity Map – Tract 4226 - Village 5

C. Subdivision Improvement Agreement between the City of Lathrop, River Islands Development Area 3, LLC, a Delaware limited liability company, and Califia, LLC, a California limited liability company, for Tract 4226, Village 5 Unit 1

D. Escrow Instructions for Final Map Tract 4226 Village 5
- Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")

E. Final Map – Tract 4226 – Village 5

APPROVALS

Bellal Nabizadah
Assistant Engineer — 7/30/24 Date

Brad Taylor
City Engineer — 7/30/2024 Date

Cari James
Finance Director — 8/1/2024 Date

Michael King
Assistant City Manager — 7.30.2024 Date

Salvador Navarrete
City Attorney — 7.31.2024 Date

Stephen Salvatore
City Manager — 8.5.24 Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4226 VILLAGE 5 UNIT 1 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 80 RESIDENTIAL LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 3, LLC AND CALIFIA, LLC

WHEREAS, on June 14, 2021, the City of Lathrop City Council approved Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on March 25, 2024, the City of Lathrop City Council approved Woodlands East Large Lot Final Map (LLFM) 4205; and

WHEREAS, on March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District, within Phase 2 of the River Islands project; and

WHEREAS, the land for the proposed Final Map for Tract 4226 is within the geographic boundaries of VTM 6716 and LLFM 4205; 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 3, LLC and Califia, LLC (hereinafter collectively referred to as River Islands), provided performance and labor & material securities with the SIA for Tract 4226 that guarantee the unfinished improvements as detailed in Table 1; and

WHEREAS, the SIA for Tract 4226 refers to the guarantee of streets and public improvements that are necessary to support the Woodlands East District of River Islands Phase 2 (Neighborhood); and

WHEREAS, the Offsite Improvements are needed to provide wastewater discharge for the Neighborhood via the C2 Sewer Lift Station. 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

Tract 4226 Improvements	
Unfinished Improvement Total:	$1,893,800
Performance Bond (Bond No. 0844459):	$2,569,600
Labor & Materials Bond (Bond No.0844459):	$1,284,800
C2 Sewer Lift Station	
Unfinished Improvement Total:	$2,300,000
Performance Bond (Bond No. 0844461):	$3,241,747
Labor & Materials Bond (Bond No. 0844461):	$1,620,874

; and

WHEREAS, potential acceptance of the public improvements will be processed by staff at a later date 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 4226 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment D to the City Manager's Report that accompanies this Resolution, by depositing necessary sums and required security to guarantee execution of the documents related to the SIA.

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

1. The Final Map for Tract 4226 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the August 12, 2024 staff report once the terms and conditions of the escrow instructions, included as Attachment "D" to the City Manager's Report, are met.

2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 3, LLC and Califia, LLC in substantially the form as attached to the August 12, 2024 staff report.

3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the August 12, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

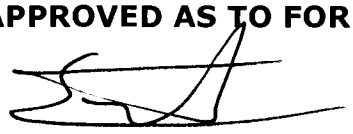
ABSENT:

_____
Sonny Dhaliwal, Mayor

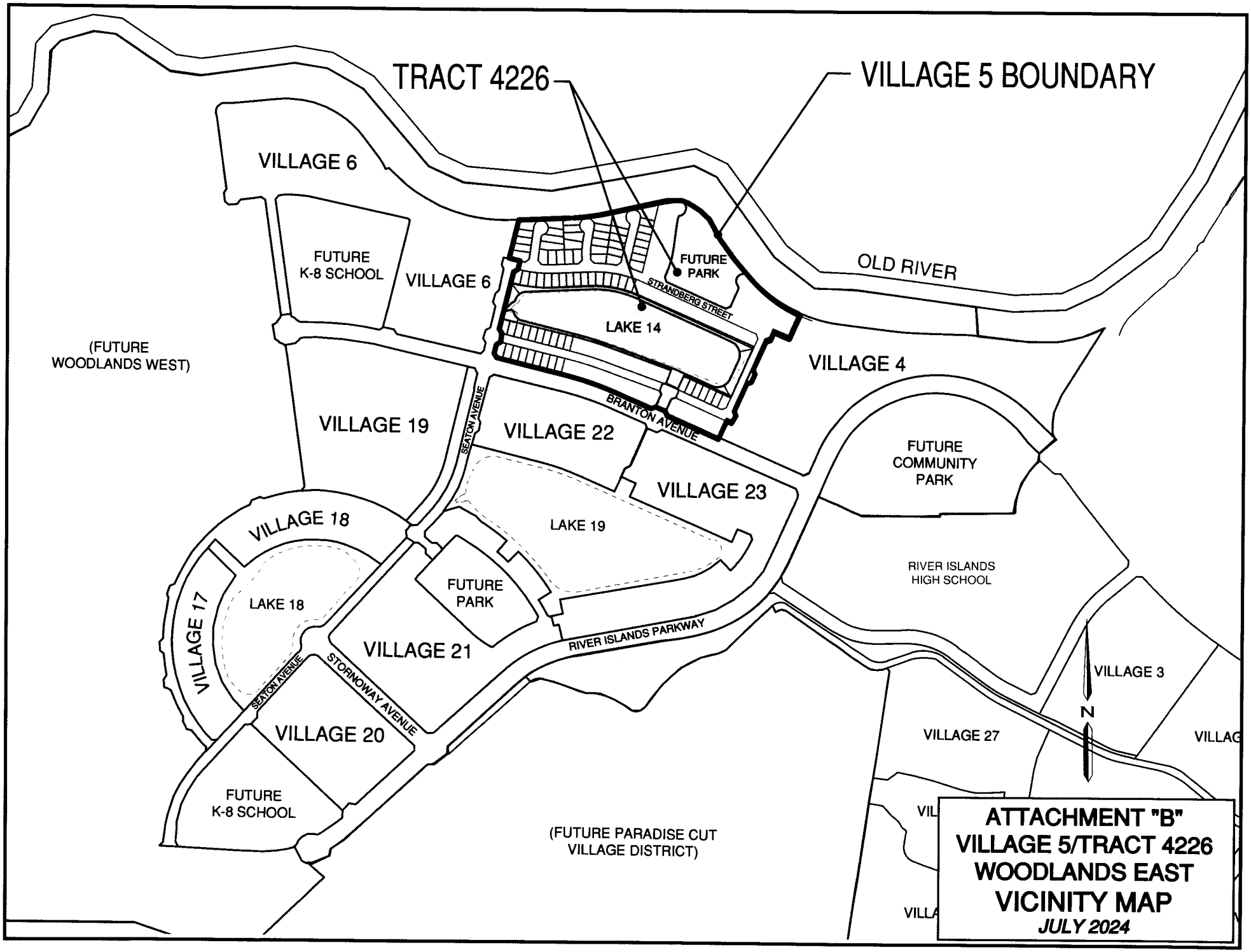
ATTEST:

_____
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



_____
Salvador Navarrete, City Attorney


TRACT 4226
VILLAGE 5 BOUNDARY
VILLAGE 6
FUTURE K-8 SCHOOL
VILLAGE 6
FUTURE PARK
OLD RIVER
STRANDBERG STREET
LAKE 14
(FUTURE WOODLANDS WEST)
VILLAGE 4
VILLAGE 19
SEATON AVENUE
VILLAGE 22
BRANTON AVENUE
FUTURE COMMUNITY PARK
VILLAGE 23
VILLAGE 18
LAKE 19
RIVER ISLANDS HIGH SCHOOL
VILLAGE 17
LAKE 18
FUTURE PARK
RIVER ISLANDS PARKWAY
VILLAGE 21
SEATON AVENUE
STORNOWAY AVENUE
VILLAGE 3
N
VILLAGE 20
VILLAGE 27
VILLAG
FUTURE K-8 SCHOOL
(FUTURE PARADISE CUT VILLAGE DISTRICT)
VIL
VILLA
ATTACHMENT "B"
VILLAGE 5/TRACT 4226
WOODLANDS EAST
VICINITY MAP
JULY 2024

557

SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF LATHROP, RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR TRACT 4226 VILLAGE 5 UNIT 1 80 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **12th day of August 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY"), **River Islands Development Area 3, LLC**, a Delaware limited liability company, and **Califia, LLC**, a California 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 4226 Woodlands East Village 5 (Tract 4226). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4226 located within the Woodlands East 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 Tract 4226, in the amount shown in Table 1.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Woodlands East District of River Islands Phase 2 (Neighborhoods). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood 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. C2 Sewer Lift Station: SUBDIVIDER has obtained approved plans and construction of this facility is underway. This facility is needed to convey wastewater from the Neighborhood 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 10 of this Agreement, will be utilized until construction of the facility is complete.

D. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4226 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 4226. 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 (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4226 are required security as outlined in this Agreement is required.

E. The term "Improvements" as used in this Agreement means all improvements listed in Recital B-D 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 Woodlands East Village 5 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 4226, or August 12, 2025, 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 $683,900, equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 5 neighborhood ($6,839,000) 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, 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, 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 4226 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. 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 Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood 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.

a) C2 Sewer Lift Station: SUBDIVIDER has obtained approved plans and construction of this facility is underway. This facility is needed to convey wastewater from the

Neighborhood 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 10 of this Agreement, will be utilized until construction of the facility is complete.

Table 1 – Bond Values

Tract 4226 Improvements	
Unfinished Improvement Total:	$1,893,800
Performance Bond (Bond No.0844459):	$2,569,600
Labor & Materials Bond (Bond No.0844459):	$1,284,800
C2 Sewer Lift Station	
Unfinished Improvement Total:	$2,300,000
Performance Bond (Bond No.0844461):	$3,241,747
Labor & Materials Bond (Bond No.0844461):	$1,620,874

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, C2 Lift Station, which is guaranteed with this SIA, has not yet been constructed and therefore the wastewater conveyance system for the Woodlands East Neighborhood of Phase 2 of the Project 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 C2 Lift Station is constructed and conveyance of wastewater to the CTF is possible. SUBDIVIDER agrees to the following, which is applicable to any structure within the Woodlands East Neighborhood:

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 C2 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.

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 4226.

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 4226
EXHIBIT B TRACT 4226 WOODLANDS EAST VILLAGE 5 AREA
EXHIBIT C: CITY INSURANCE REQUIREMENTS
EXHIBIT D: WOODLANDS EAST VILLAGE 5 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of August 2024, at Lathrop, California.

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

BY: _____
Teresa Vargas Date
City Clerk

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

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: _____ 7.31.2024
Salvador Navarrete Date
City Attorney

SUBDIVIDER

Califia, LLC,
a California limited liability company

BY: _____
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4226

EXHIBIT "A"

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4226, RIVER ISLANDS – PHASE 2, VILLAGE 5, 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS CLEARY COURT, KOCH COURT, STRANDBERG AVENUE, BELANGER COURT, NOVA COURT, ARGENTA COURT, LAMBERTON COURT, LAMBERTON STREET, TULLAMORE AVENUE, AND WOMACK 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, PIPELINES, DRAINS, DRAINAGE SYSTEMS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "S.D.E." (STORM DRAIN EASEMENT).
4. 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 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.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 14, 24, 25, 38, 54, 55, AND 80 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////////, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 6 AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A AND G THROUGH L FOR LAKE PURPOSES, AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP. SAID PARCELS G, I AND K WILL BE SUBJECT TO A SLOPE EASEMENT AND SHARED DOCK ACCESS FOR THE BENEFIT OF ADJACENT LAKE FRONT LOTS, TO BE CONVEYED BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE THE NON-EXCLUSIVE "LAKE FILL PIPELINE EASEMENTS" AND THE "LAKE CIRCULATION PIPELINE EASEMENTS", TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, THE EASEMENTS AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "LAKE FILL PIPELINE EASEMENT" AND "LAKE CIRCULATION PIPELINE EASEMENT". THESE EASEMENTS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNERS:

CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO PARCEL 4

BY: _____
NAME: SUSAN DELL'OSSO _____ DATE
ITS: PRESIDENT

RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO PARCEL 2

BY: _____
NAME: SUSAN DELL'OSSO _____ DATE
ITS: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED APRIL 16, 2020, AS DOCUMENT NUMBER 2020-046455, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022, AS DOCUMENT NUMBER 2022-114642, AND FURTHER AMENDED IN DOCUMENT RECORDED AUGUST 24, 2023, AS DOCUMENT NUMBER 2023-067141, AND UNDER DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024-054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.
BY: _____
NAME: _____
ITS: _____

SEE SHEET 2 FOR TRUSTEE'S ACKNOWLEDGEMENT

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 4226, RIVER ISLANDS-PHASE 2, VILLAGE 5, UNIT 1" FINAL MAP, 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 _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 10, 14, 24, 25, 38, 54, 55, AND 80 ALONG THE LOTS LINES AS INDICATED BY THE SYMBOL ////////, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, STORM DRAIN EASEMENT AND WALL EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCELS B THROUGH F, AND ACCEPTED THE OFFER OF DEDICATION OF CLEARY COURT, KOCH COURT, STRANDBERG AVENUE, BELANGER COURT, NOVA COURT, ARGENTA COURT, LAMBERTON COURT, LAMBERTON STREET, TULLAMORE AVENUE, AND WOMACK STREET AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (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)

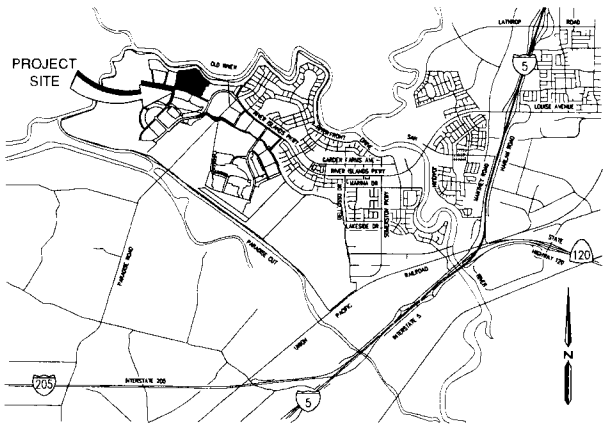
ON _____, 2024 BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4226, RIVER ISLANDS-PHASE 2, VILLAGE 5, 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

598

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4226 RIVER ISLANDS – PHASE 2, VILLAGE 5, UNIT 1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

PROFESSIONAL LAND SURVEYOR · DARRYL A. ALEXANDER · No. L 5071 · STATE OF CALIFORNIA

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 CALIFIA, LLC, ON MARCH 15, 2024. 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 JULY 1, 2025, 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 _____, 2024.

_____
DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR · DYLAN CRAWFORD · No. 7788 · STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4226, RIVER ISLANDS – PHASE 2, VILLAGE 5, UNIT 1 FINAL MAP, CONTAINS 80 RESIDENTIAL LOTS WITH A TOTAL OF 10.941 ACRES, MORE OR LESS, PARCELS A THROUGH L CONTAINING 14.846 ACRES, MORE OR LESS, PARCELS 1 THROUGH 6 CONTAINING 9.640 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 9.203 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4226 AREA SUMMARY	
LOTS 1 THROUGH 80	10.941 AC±
PARCELS A THROUGH L	14.846 AC±
PARCELS 1 THROUGH 6	9.640 AC±
STREET DEDICATIONS	9.203 AC±
TOTAL	44.630 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023430-LR, (VERSION 4) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

AS FOLLOWS:

1) PARCELS B THROUGH F 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 SUBDIMDER 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.

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASEMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

1. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 2 OF TRACT 4205.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N59°13'56"E	35.36'
L2	N11°24'40"E	10.00'
L3	N49°23'52"E	10.00'
L4	N65°24'55"W	42.93'
L5	N24°35'05"E	60.00'
L6	N69°35'05"E	35.36'
L7	N20°24'55"W	35.36'
L8	N24°35'05"E	60.00'
L9	N69°35'05"E	35.36'
L10	N20°24'55"W	35.36'
L11	N32°10'45"E	60.53'
L12	N65°24'55"W	36.07'
L13	N20°24'55"W	35.36'
L14	N65°24'55"W	74.00'
L15	N69°35'05"E	35.36'
L16	N30°46'04"W	35.36'
L17	N14°13'56"E	63.00'
L18	N59°13'56"E	35.36'
L19	N7°34'40"E	60.41'
L20	N30°46'04"W	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N75°15'27"W	51.97'
L22	N74°01'57"W	52.17'
L23	N72°48'01"W	52.17'
L24	N71°34'05"W	52.17'
L25	N70°20'10"W	52.17'
L26	N69°36'10"W	50.22'
L27	N65°25'05"W	50.00'
L28	N67°33'23"W	50.00'
L29	N71°32'30"W	50.00'
L30	N75°31'37"W	50.00'
L31	N79°30'44"W	50.00'
L32	N83°29'50"W	50.00'
L33	N87°28'57"W	50.00'
L34	N88°41'19"E	50.00'
L35	N87°58'22"E	52.46'
L36	N89°19'22"W	55.74'
L37	N86°04'01"W	55.74'
L38	N82°48'40"W	55.74'
L39	N79°33'19"W	55.74'
L40	N76°03'49"W	63.81'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	310.00	23°13'09"	125.63'
C2	50.00	158°16'03"	138.11'
C3	17.00	66°14'06"	19.65'
C4	17.00	66°14'06"	19.65'
C5	50.00	181°02'53"	157.99'
C6	1470.00	2°48'36"	72.10'

569

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

EXISTING BOUNDARY SHEET

MONUMENTATION NOTES

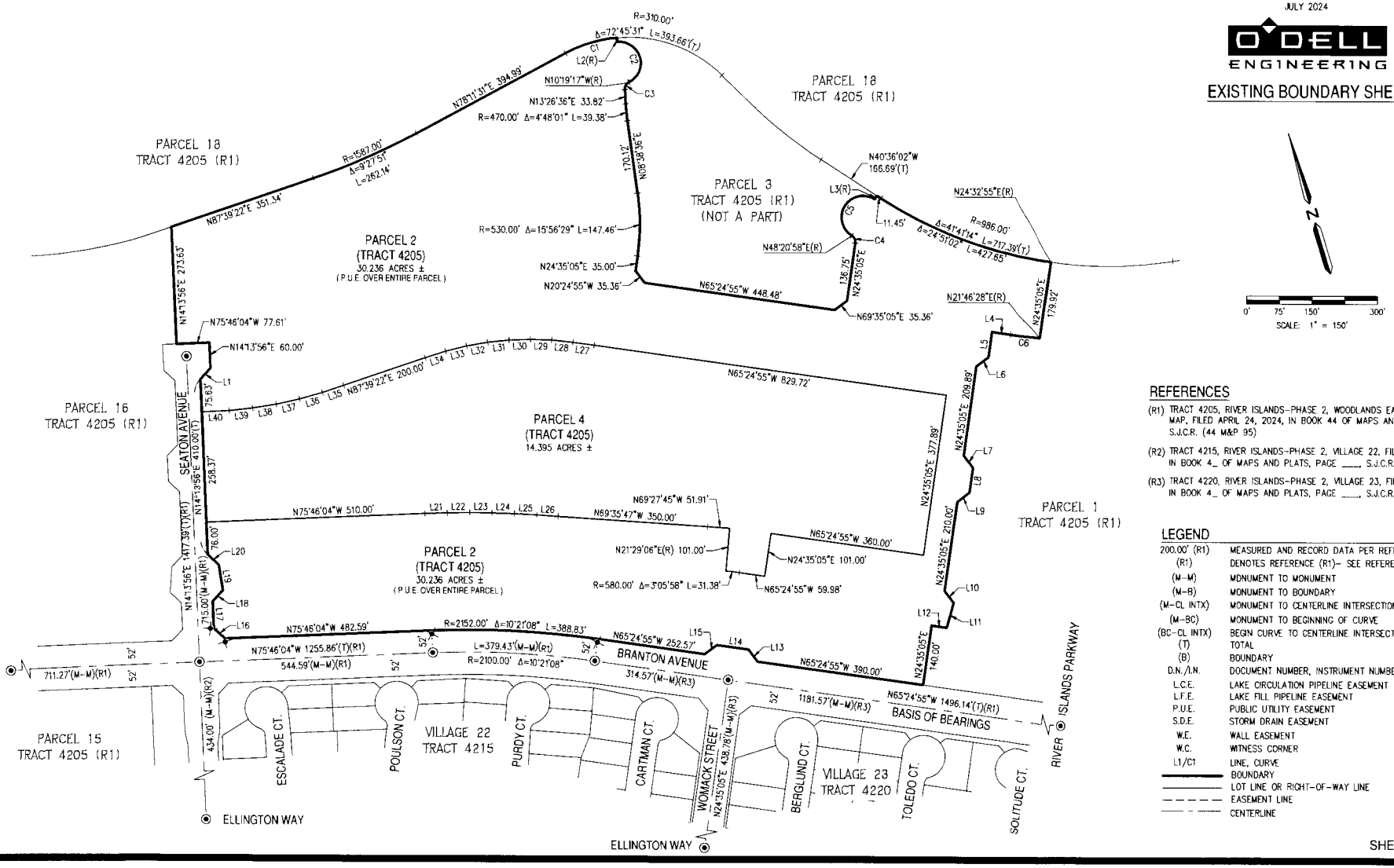
- ⊙ FOUND MONUMENT PER (R1)
- • FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

BASIS OF BEARINGS

THE BEARING OF NORTH 65°24'55" WEST ALONG BRANTON AVENUE, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, 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.

NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.



0' 75' 150' 300'
SCALE: 1" = 150'

REFERENCES

(R1) TRACT 4205, RIVER ISLANDS–PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 M&P 95)

(R2) TRACT 4215, RIVER ISLANDS–PHASE 2, VILLAGE 22, FILED _____ __, 2024, IN BOOK 4_ OF MAPS AND PLATS, PAGE ____, S.J.C.R. (4_ M&P ____)

(R3) TRACT 4220, RIVER ISLANDS–PHASE 2, VILLAGE 23, FILED _____ __, 2024, IN BOOK 4_ OF MAPS AND PLATS, PAGE ____, S.J.C.R. (4_ M&P ____)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M–M)	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)	BEGIN CURVE TO CENTERLINE INTERSECTION
(T)	TOTAL
(B)	BOUNDARY
D.N./I.N.	DOCUMENT NUMBER, INSTRUMENT NUMBER
L.C.E.	LAKE CIRCULATION PIPELINE EASEMENT
L.F.E.	LAKE FILL PIPELINE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.D.E.	STORM DRAIN EASEMENT
W.E.	WALL EASEMENT
W.C.	WITNESS CORNER
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
—·—	CENTERLINE

570

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

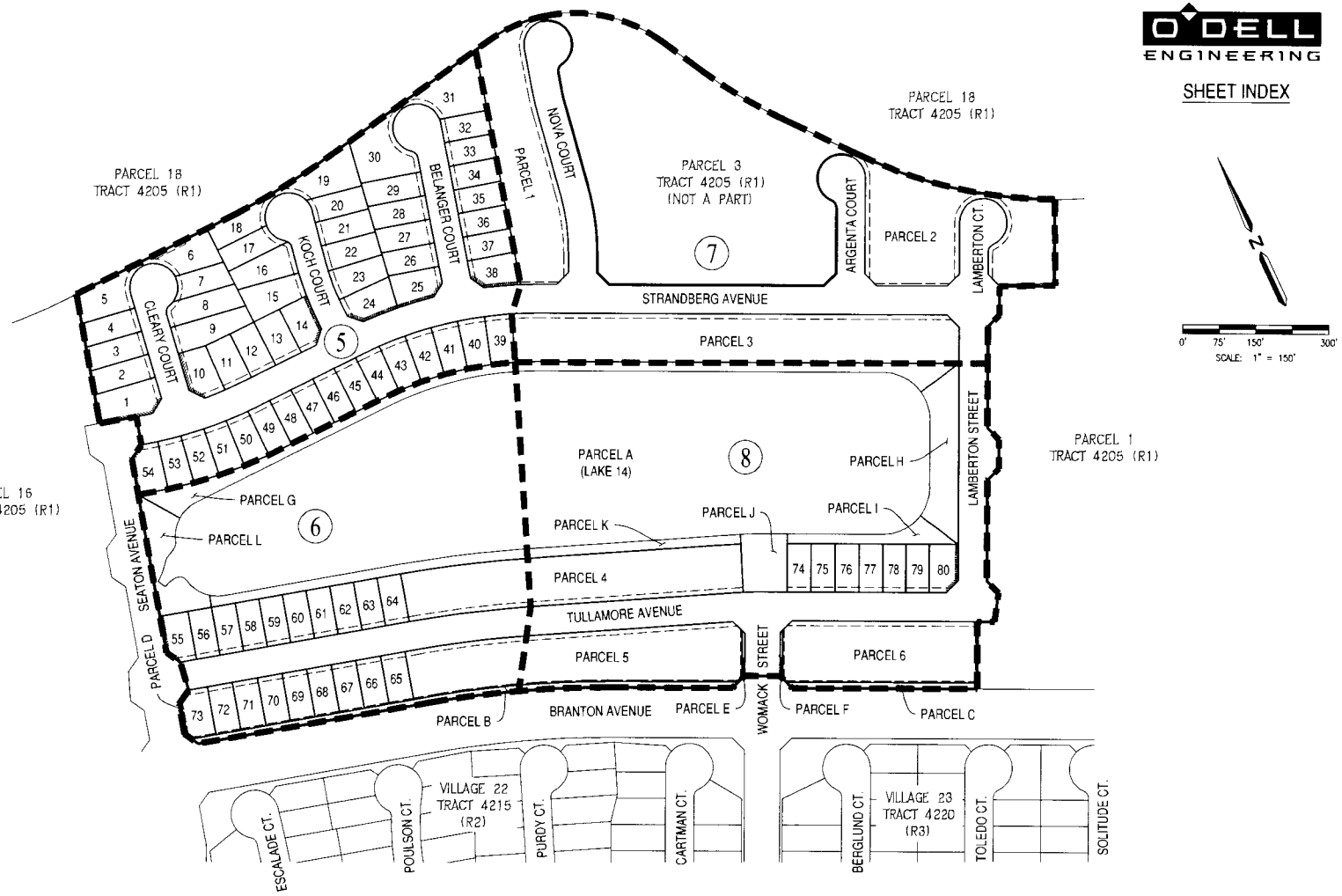
NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS.
4. SEE SHEET 9 FOR LINE AND CURVE TABLES.

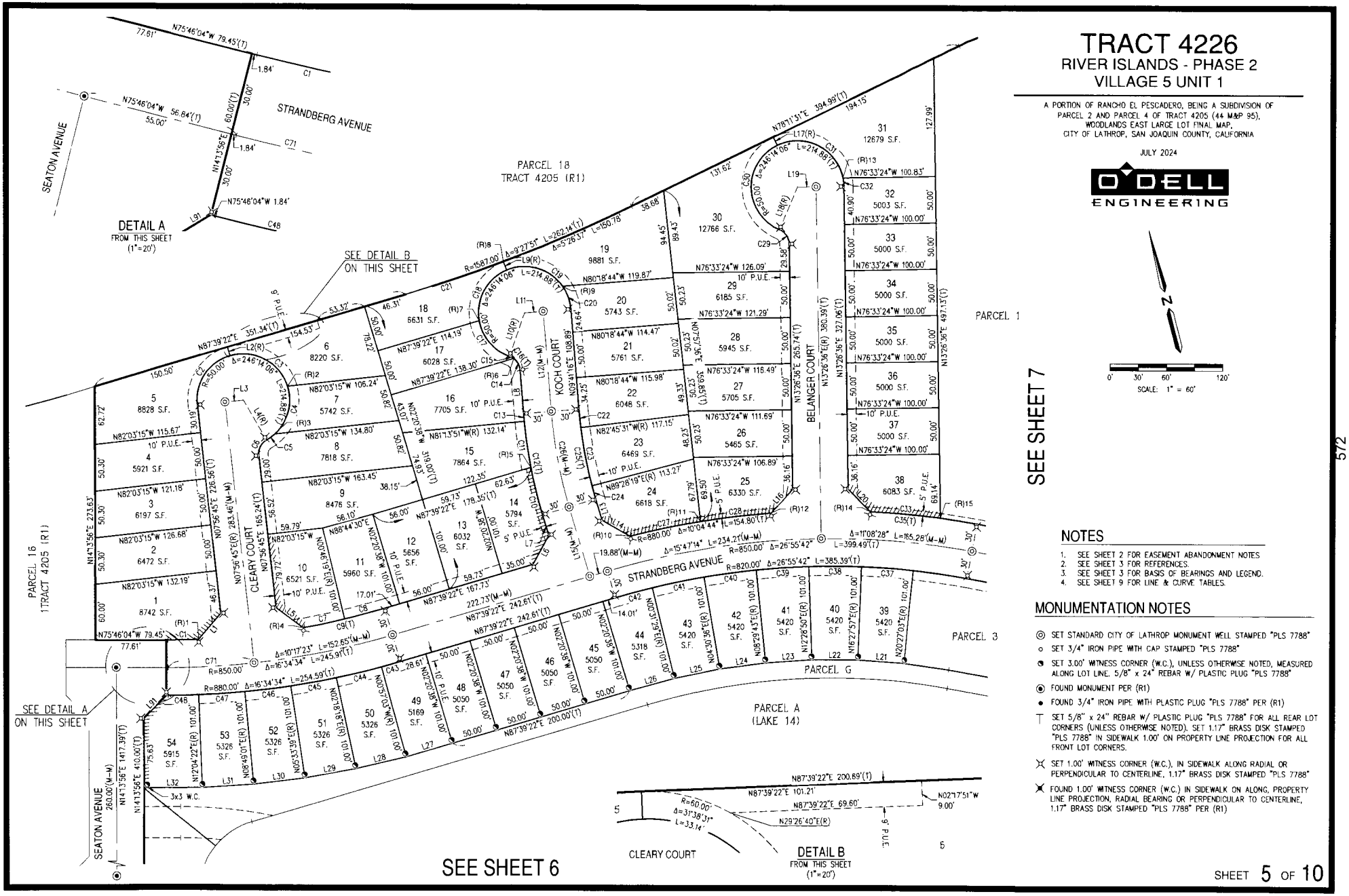
LEGEND

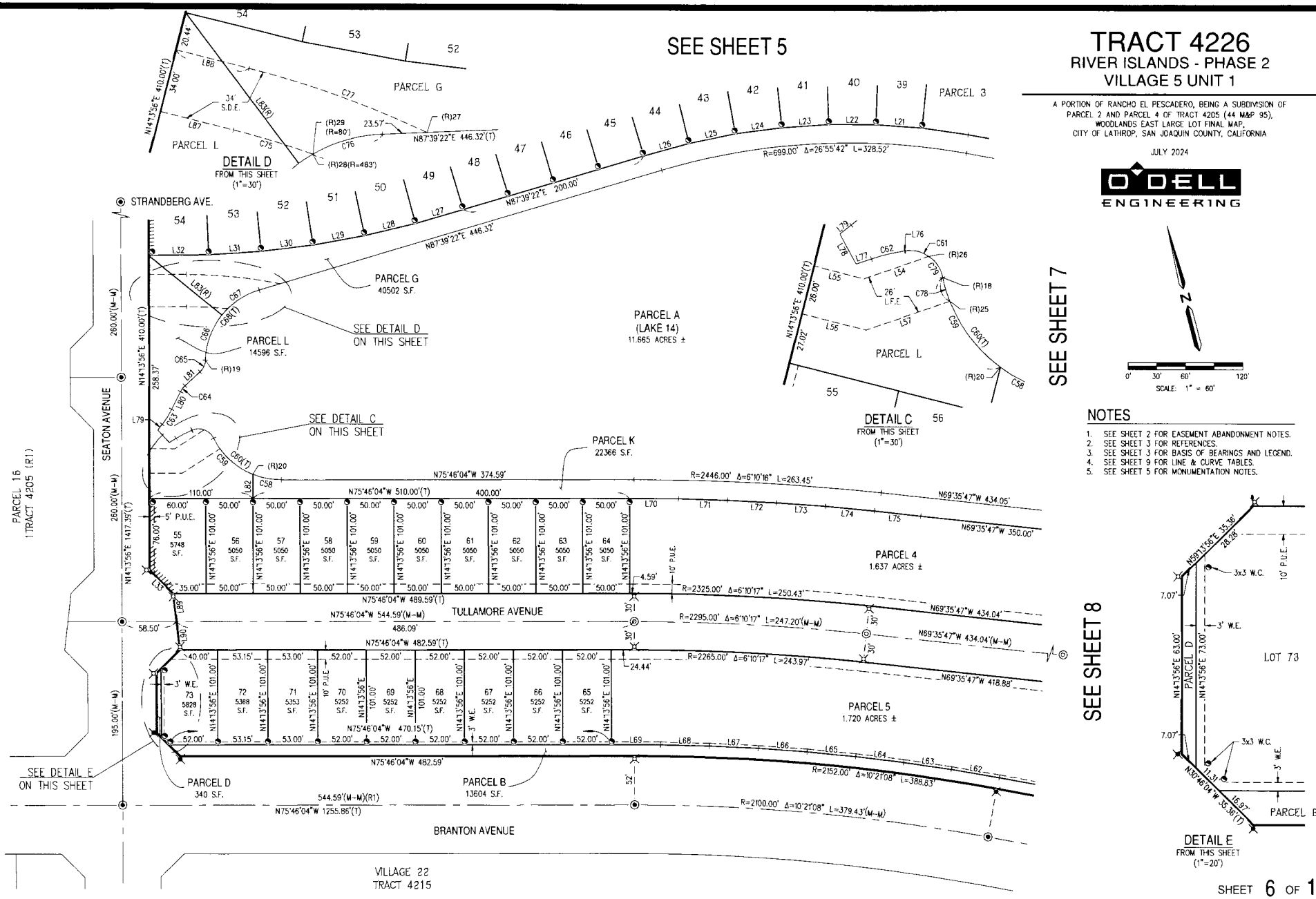
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- SHEET LIMIT LINE
- (5) SHEET NUMBER
- RESTRICTED ACCESS

SHEET INDEX



571


TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2024
O'DELL ENGINEERING
SCALE: 1" = 60'
SEE SHEET 7
PARCEL 1
PARCEL 3
PARCEL G
PARCEL A (LAKE 14)
PARCEL 18 TRACT 4205 (R1)
PARCEL 16 TRACT 4205 (R1)
STRANDBERG AVENUE
SEATON AVENUE
CLEARY COURT
KOCH COURT
BELANGER COURT
DETAIL A FROM THIS SHEET (1"=20')
DETAIL B FROM THIS SHEET (1"=20')
SEE DETAIL A ON THIS SHEET
SEE DETAIL B ON THIS SHEET
SEE SHEET 6
NOTES
1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & 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)
SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
SHEET 5 OF 10



TRACT 4226

RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & CURVE TABLES.
5. SEE SHEET 5 FOR MONUMENTATION NOTES.

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & 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)
- 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 PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⊠ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

N

0' 30' 60' 120'
SCALE: 1" = 60'

PARCEL 18
TRACT 4205 (R1)

R=310.00
Δ=023°13'09"
L=125.63'

N78°11'31"E
30.54'

L39(R)
Δ=246°14'06"
L=214.88'(T)
R=50.00'

C49

L40

L41(R)

C50

N13°26'36"E 33.82'

Δ=4°48'01" L=39.38'
R=470.00'

C51

R=530.00
Δ=004°48'01"
L=44.40'

N13°26'36"E 95.13'

N13°26'36"E 497.13'

NOVA COURT

N08°38'36"E 170.12'(M-M)

N08°38'36"E 170.12'

R=530.00'
Δ=15°56'29"
L=147.46'

R=470.00'
Δ=15°56'29"
L=130.77'

R=500.00'
L=139.03'(M-M)
Δ=15°56'29"

10' P.U.E.

PARCEL 1
1.323 ACRES ±

32
33
34
35
36
37
38

BELANGER COURT

N65°24'55"W
34.37'

(R)15

C34

L37

L38

C35(T)

5' P.U.E.

N24°35'05"E 35.00'

N20°24'55"W 35.36'

N24°35'05"E
90.00'(M-M)

Δ=11°08'28" L=165.28'(M-M)
L=399.49'(T)

89.37'(M-M)

L=234.21'(M-M)
R=850.00' Δ=26°55'42"

30'

STRANDBERG AVENUE

558.48'(M-M)
N65°24'55"W 907.86'(T)

260.00'(M-M)

N65°24'55"W 448.48'

PARCEL 3
TRACT 4205 (R1)
(NOT A PART)

L45(R)

N40°36'02"W 11.45'

L=157.99'
R=550.00'
Δ=16°27'53"

Δ=246°14'06"
L=214.88'

C72

L44

L43(R)

R=17.00' Δ=66°14'06" L=19.65'

10' P.U.E.

N24°35'05"E 136.75'

N24°35'05"E 253.07'(M-M)

ARGENTA COURT

N24°35'05"E 198.07'

N69°35'05"E 35.36'

PARCEL 2
1.604 ACRES ±

N20°24'55"W 35.36'

N65°24'55"W 150.00'

PARCEL 18
TRACT 4205 (R1)

R=986.00' Δ=24°51'02" L=427.65'

(R)16

R=50.00' Δ=246°14'06" L=214.88'

L46

L47(R)

C52

10' P.U.E.

N24°35'05"E 107.41'

N24°35'05"E 162.41'(M-M)

LAMBERTON COURT

L48

L49

(R)17

N65°24'55"W 42.93'

N24°35'05"E 179.92'

R=1470.00
Δ=002°48'36"
L=72.10'

L50

5' P.U.E.

C36

N65°24'55"W 852.86'

10' P.U.E.

N20°24'55"W 35.36'

PARCEL 3
2.157 ACRES ±

39
40

N20°27'03"E(R) 101.00'

N67°33'23"W 50.00'

N65°25'05"W 50.00'

L22

L21

N65°24'55"W 829.72'

PARCEL G

PARCEL A
(LAKE 14)

76.00'

N24°35'05"E 862.30'(T)
639.89'(M-M)
N24°35'05"E 529.89'(T)
377.89'

34' S.D.E.

PARCEL H

LAMBERTON AVENUE

N24°35'05"E 209.89'

L35

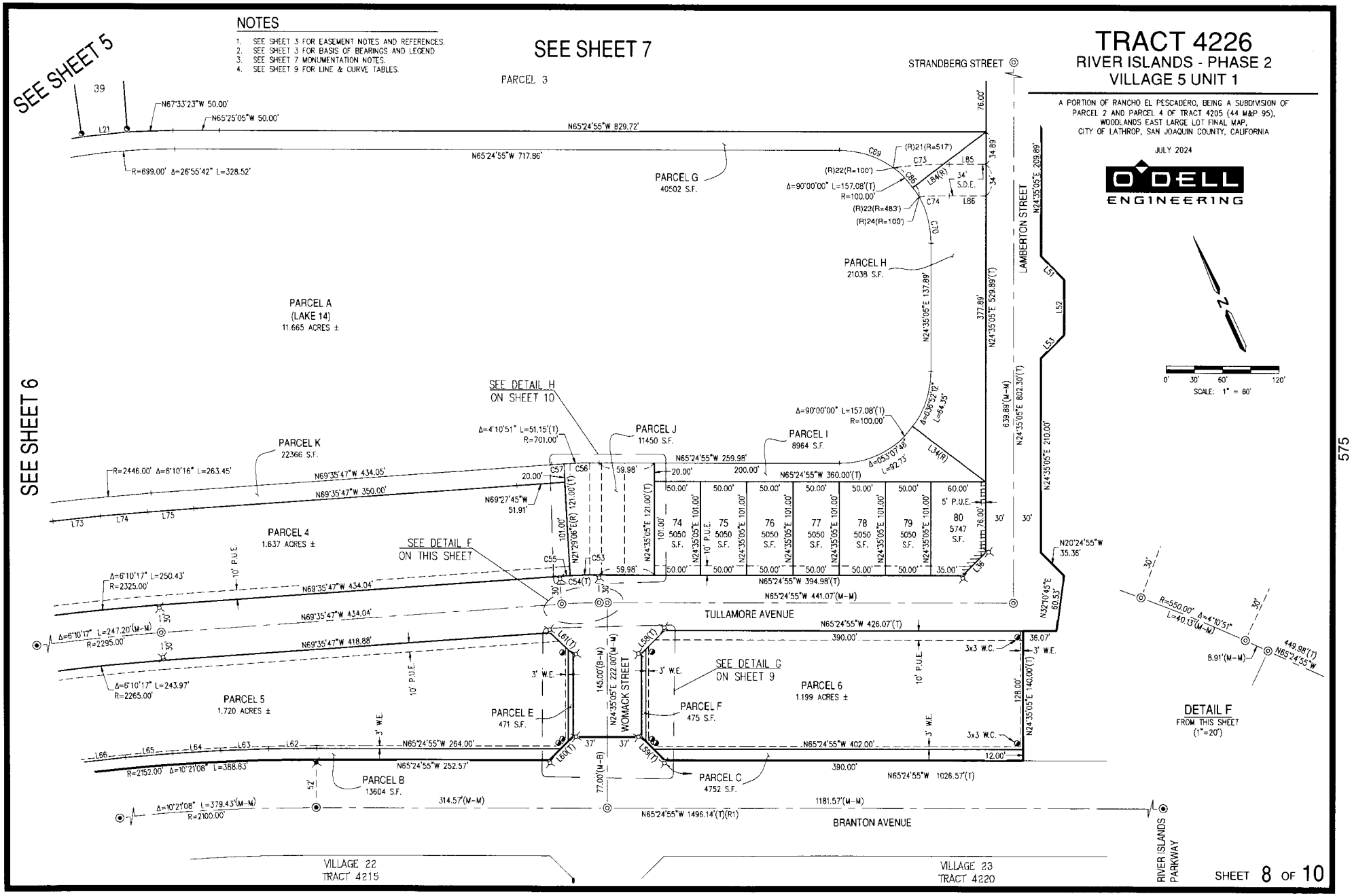
PARCEL 1
TRACT 4205
(R1)

SEE SHEET 5

SEE SHEET 6

SEE SHEET 8

574


NOTES
1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 7 MONUMENTATION NOTES.
4. SEE SHEET 9 FOR LINE & CURVE TABLES.
SEE SHEET 5
SEE SHEET 7
SEE SHEET 6
TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2024
O'DELL ENGINEERING
SCALE: 1" = 60'
STRANDBERG STREET
LAMBERTON STREET
TULLAMORE AVENUE
WOMACK STREET
BRANTON AVENUE
RIVER ISLANDS PARKWAY
PARCEL A (LAKE 14) 11.665 ACRES ±
PARCEL 3
PARCEL G 40502 S.F.
PARCEL H 21038 S.F.
PARCEL I 8964 S.F.
PARCEL J 11450 S.F.
PARCEL K 22366 S.F.
PARCEL 4 1.637 ACRES ±
PARCEL 5 1.720 ACRES ±
PARCEL 6 1.199 ACRES ±
PARCEL B 13604 S.F.
PARCEL C 4752 S.F.
PARCEL E 471 S.F.
PARCEL F 475 S.F.
SEE DETAIL F ON THIS SHEET
SEE DETAIL G ON SHEET 9
SEE DETAIL H ON SHEET 10
DETAIL F FROM THIS SHEET (1"=20')
VILLAGE 22 TRACT 4215
VILLAGE 23 TRACT 4220
SHEET 8 OF 10

575

LINE AND CURVE TABLES FOR SHEETS 5 THROUGH 10 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N54°55'46"E	36.56'
L2	N2°20'38"W	10.00'
L3	N82°03'15"W	20.00'
L4	N15°49'09"W	50.00'
L5	N39°02'16"W	36.56'
L6	N42°39'22"E	35.36'
L7	N2°20'38"W	23.31'
L8	N9°41'16"E	47.57'
L9	N8°20'09"W	10.03'
L10	N33°27'10"E	50.00'
L11	N80°18'44"W	20.00'
L12	N9°41'16"E	108.89'
L13	N2°20'38"W	23.99'
L14	N46°13'54"W	34.66'
L15	N2°20'38"W	78.31'
L16	N56°42'05"E	34.26'
L17	N11°48'29"W	10.00'
L18	N37°12'30"E	50.00'
L19	N76°33'24"W	20.00'
L20	N29°48'52"W	34.26'
L21	N71°32'30"W	50.00'
L22	N75°31'37"W	50.00'
L23	N79°30'44"W	50.00'
L24	N83°29'50"W	50.00'
L25	N87°28'57"W	50.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N88°41'19"E	50.00'
L27	N87°58'22"E	52.46'
L28	N89°19'22"W	55.74'
L29	N86°04'01"W	55.74'
L30	N82°48'40"W	55.74'
L31	N79°33'19"W	55.74'
L32	N76°03'49"W	63.81'
L33	N30°46'04"W	35.36'
L34	N28°32'44"W	100.00'
L35	N69°35'05"E	35.36'
L36	N69°35'05"E	35.36'
L37	N69°35'05"E	35.36'
L38	N24°35'05"E	35.00'
L39	N11°24'40"E	10.00'
L40	N76°33'24"W	20.00'
L41	N10°19'17"W	50.00'
L42	N13°26'36"E	95.13'
L43	N48°20'58"E	50.00'
L44	N65°24'55"W	20.00'
L45	N49°23'52"E	10.00'
L46	N65°24'55"W	20.00'
L47	N0°49'11"E	50.00'
L48	N24°35'05"E	46.10'
L49	N20°24'55"W	35.36'
L50	N24°35'05"E	60.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N20°24'55"W	35.36'
L52	N24°35'05"E	60.00'
L53	N69°35'05"E	35.36'
L54	N71°16'57"E	37.03'
L55	N75°46'04"W	27.37'
L56	N75°46'04"W	35.06'
L57	N71°16'57"E	47.86'
L58	N69°35'05"E	35.36'
L59	N20°24'55"W	35.36'
L60	N69°35'05"E	35.36'
L61	N22°30'21"W	34.04'
L62	N66°05'20"W	52.00'
L63	N67°27'56"W	52.00'
L64	N68°50'33"W	52.00'
L65	N70°13'09"W	52.00'
L66	N71°35'46"W	52.00'
L67	N72°58'22"W	52.00'
L68	N74°20'59"W	52.00'
L69	N75°34'28"W	52.00'
L70	N75°15'27"W	51.97'
L71	N74°01'57"W	52.17'
L72	N72°48'01"W	52.17'
L73	N71°34'05"W	52.17'
L74	N70°20'10"W	52.17'
L75	N69°36'10"W	50.22'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L76	N82°03'51"E	0.49'
L77	N71°27'56"E	8.50'
L78	N28°30'18"W	18.00'
L79	N51°47'37"E	7.83'
L80	N40°55'33"E	20.87'
L81	N61°29'42"E	21.79'
L82	N14°13'56"E	25.84'
L83	N36°43'18"W	100.26'
L84	N77°42'53"E	100.00'
L85	N65°24'55"W	40.00'
L86	N65°24'55"W	40.00'
L87	N75°46'04"W	40.00'
L88	N75°46'04"W	40.00'
L89	N7°34'40"E	30.20'
L90	N7°34'40"E	30.20'
L91	N59°13'56"E	35.36'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N11°54'46"E
(R)2	S86°46'45"W
(R)3	N28°18'52"W
(R)4	N3°58'44"E
(R)5	S86°38'17"E
(R)6	S51°01'12"W
(R)7	S85°40'54"E
(R)8	N6°21'51"W
(R)9	S69°12'35"W
(R)10	S0°07'11"E
(R)11	S4°55'53"W
(R)12	S9°57'33"W
(R)13	N87°02'24"W
(R)14	S16°55'40"W
(R)15	S21°56'19"W

RADIAL BEARINGS	
LINE #	DIRECTION
(R)16	N24°32'55"E
(R)17	N21°46'28"E
(R)18	N77°42'36"E
(R)19	S73°54'10"E
(R)20	N36°15'24"E
(R)21	S17°42'29"W
(R)22	S60°06'18"W
(R)23	S20°37'22"W
(R)24	S84°36'50"W
(R)25	N68°18'00"E
(R)26	S34°08'42"W
(R)27	S25°21'30"W
(R)28	S19°27'23"W
(R)29	S30°13'00"E

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	820.00'	2°19'10"	33.19'
C2	50.00'	79°42'37"	69.56'
C3	50.00'	89°07'23"	77.77'
C4	50.00'	64°54'22"	56.64'
C5	50.00'	12°29'44"	10.90'
C6	17.00'	66°14'06"	19.65'
C7	820.00'	3°12'25"	45.90'
C8	820.00'	3°06'56"	44.59'
C9	820.00'	6°19'22"	90.49'
C10	530.00'	5°42'20"	52.78'
C11	530.00'	5°24'26"	50.02'
C12	530.00'	12°01'54"	111.30'
C13	530.00'	0°55'07"	8.50'
C14	17.00'	48°40'04"	14.44'
C15	17.00'	17°34'03"	5.21'
C16	17.00'	66°14'06"	19.65'
C17	50.00'	60°51'56"	53.12'
C18	50.00'	77°20'45"	67.50'
C19	50.00'	77°32'45"	67.67'
C20	50.00'	30°28'41"	26.60'
C21	1587.00'	4°01'14"	111.36'
C22	470.00'	2°26'47"	20.07'
C23	470.00'	7°46'11"	63.73'
C24	470.00'	1°48'56"	14.89'
C25	470.00'	12°01'54"	98.70'
C26	500.00'	12°01'54"	105.00'
C27	880.00'	5°03'05"	77.58'
C28	880.00'	5°01'40"	77.22'
C29	17.00'	66°14'06"	19.65'
C30	50.00'	130°59'01"	114.30'
C31	50.00'	104°46'04"	91.43'
C32	50.00'	10°29'01"	9.15'
C33	880.00'	5°00'40"	76.96'
C34	880.00'	2°38'45"	40.64'
C35	880.00'	7°39'25"	117.60'
C36	820.00'	4°08'01"	59.16'
C37	820.00'	3°59'07"	57.04'
C38	820.00'	3°59'07"	57.04'
C39	820.00'	3°59'07"	57.04'
C40	820.00'	3°59'07"	57.04'
C41	820.00'	3°59'07"	57.04'
C42	820.00'	2°52'07"	41.06'
C43	880.00'	1°23'35"	21.40'
C44	880.00'	3°15'21"	50.01'

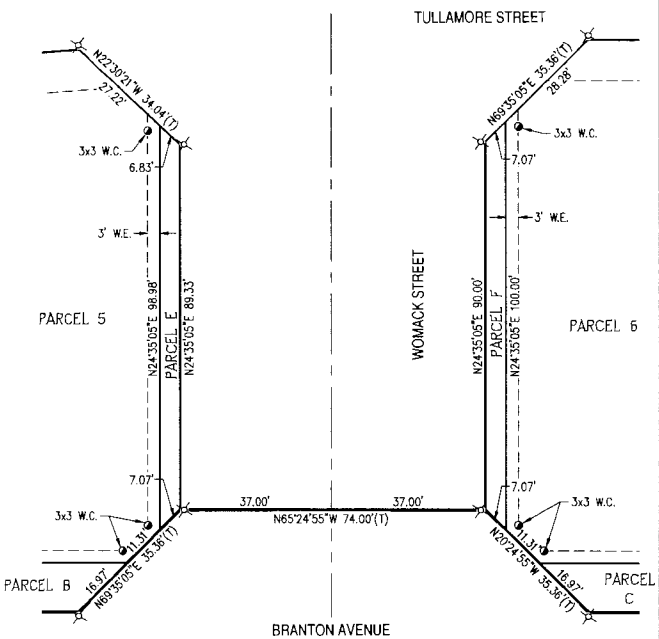
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C45	880.00'	3°15'21"	50.01'
C46	880.00'	3°15'21"	50.01'
C47	880.00'	3°15'21"	50.01'
C48	880.00'	2°09'34"	33.17'
C49	50.00'	87°58'03"	76.77'
C50	17.00'	66°14'06"	19.65'
C51	500.00'	4°48'01"	41.89'
C52	17.00'	66°14'06"	19.65'
C53	580.00'	3°05'58"	31.38'
C54	580.00'	4°10'51"	42.32'
C55	580.00'	1°04'53"	10.95'
C56	701.00'	3°05'58"	37.92'
C57	701.00'	1°04'53"	13.23'
C58	80.00'	22°01'28"	30.75'
C59	80.00'	41°27'12"	57.88'
C60	80.00'	63°28'39"	88.63'
C61	18.00'	85°38'44"	26.91'
C62	100.00'	10°35'55"	18.50'
C63	100.00'	10°52'04"	18.97'
C64	22.00'	20°34'09"	7.90'
C65	18.00'	45°23'52"	14.26'
C66	80.00'	37°10'53"	51.91'
C67	80.00'	34°22'40"	48.00'
C68	80.00'	71°33'33"	99.92'
C69	100.00'	53°07'48"	92.73'
C70	100.00'	36°52'12"	64.35'
C71	850.00'	6°17'11"	93.26'
C72	50.00'	65°11'13"	56.89'
C73	517.00'	6°52'36"	62.05'
C74	483.00'	3°57'43"	33.40'
C75	483.00'	5°13'27"	44.04'
C76	80.00'	27°52'22"	38.92'
C77	517.00'	11°07'34"	100.40'
C78	80.00'	9°24'35"	13.14'
C79	18.00'	43°33'53"	13.69'
C80	701.00'	0°49'30"	10.09'
C81	701.00'	2°33'22"	31.27'
C82	701.00'	0°32'36"	6.65'
C83	580.00'	0°59'50"	10.09'
C84	580.00'	3°05'24"	31.28'
C85	580.00'	0°00'35"	0.10'
C86	100.00'	24°30'32"	42.78'

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING



DETAIL G
FROM SHEET 8
(1"=20')

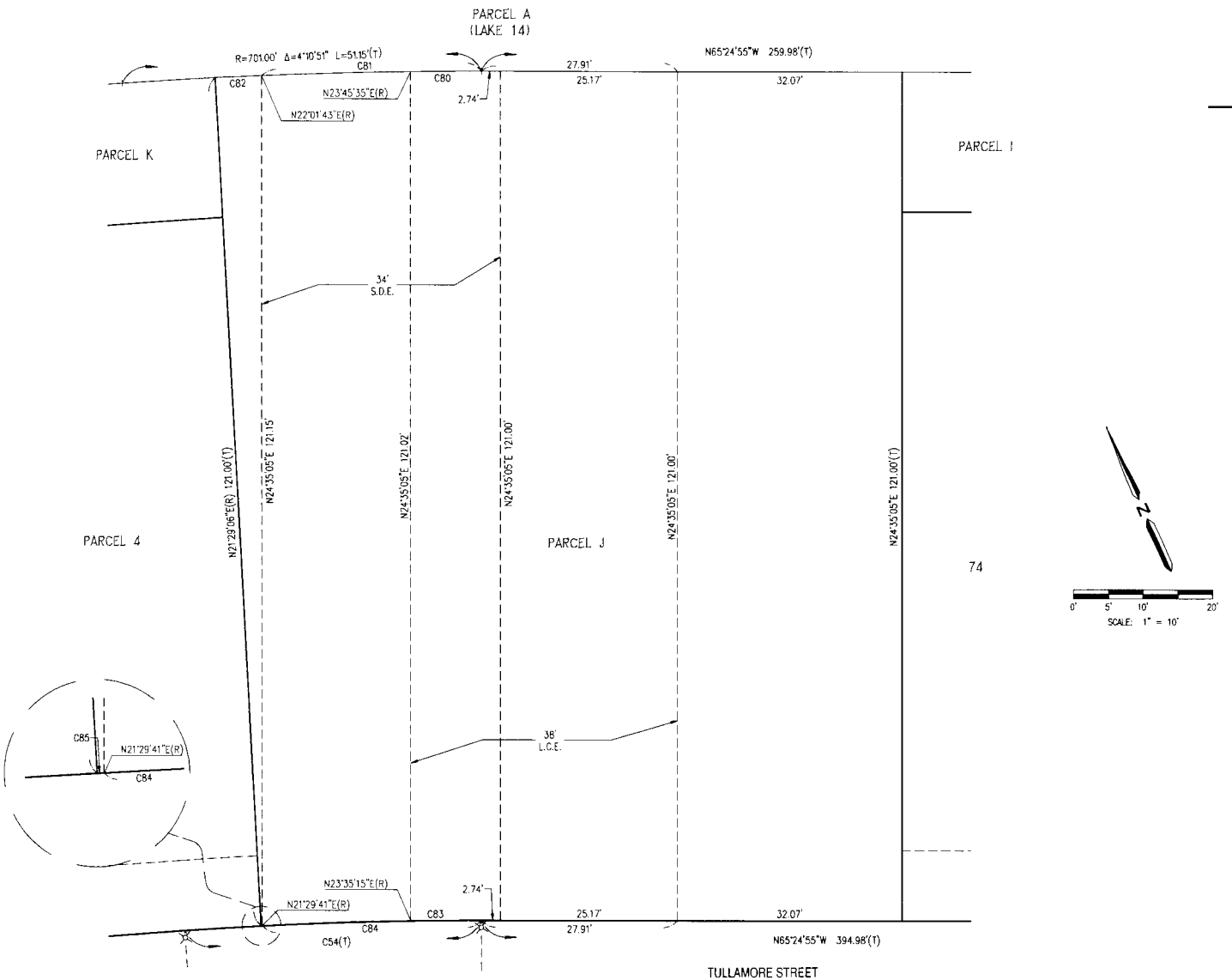
576

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

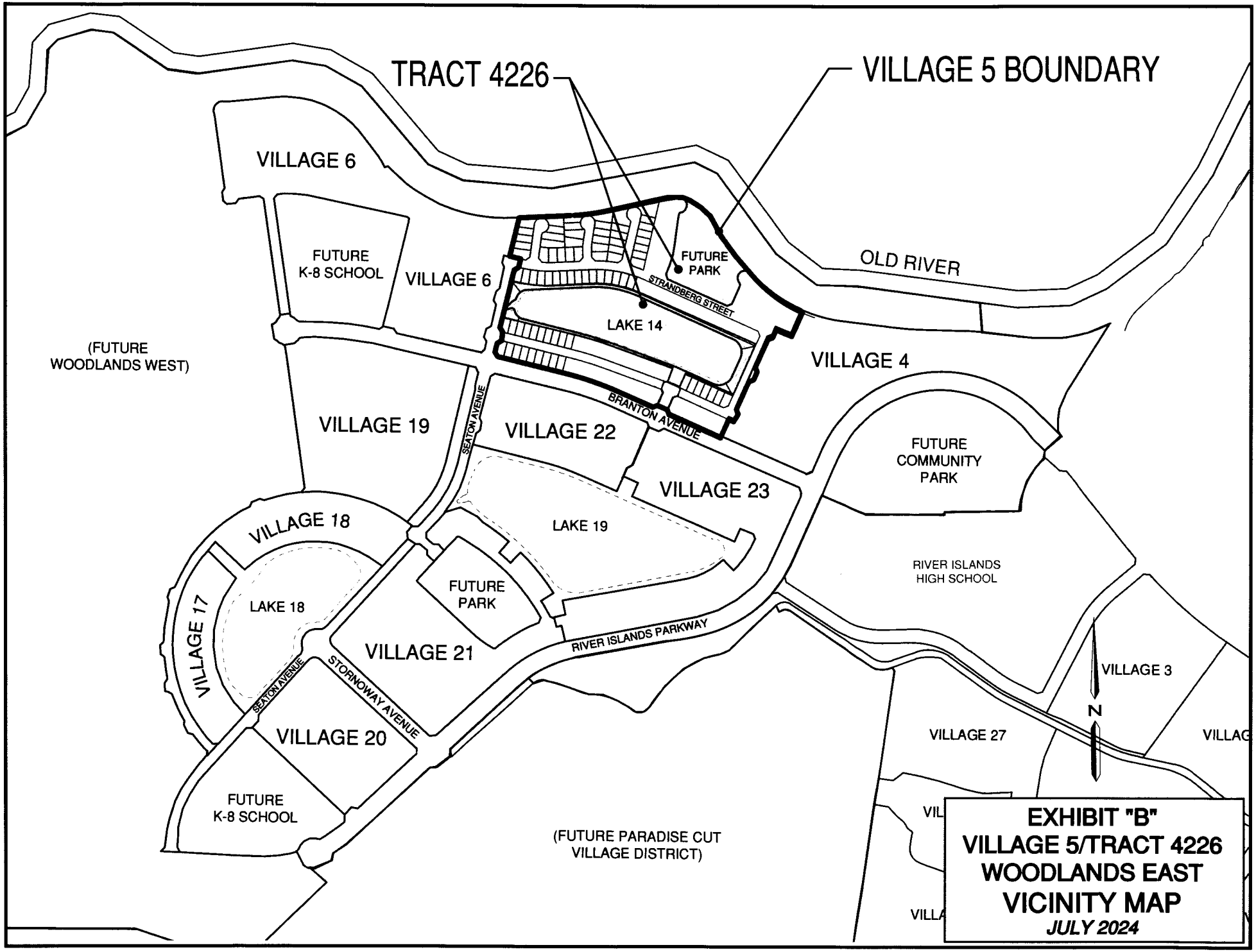


DETAIL H
PARCEL J EASEMENTS
FROM SHEET 8

577

EXHIBIT "B"

TRACT 4226 WOODLANDS EAST VILLAGE 5 AREA


TRACT 4226
VILLAGE 5 BOUNDARY
VILLAGE 6
FUTURE K-8 SCHOOL
VILLAGE 6
FUTURE PARK
OLD RIVER
STRANDBERG STREET
LAKE 14
(FUTURE WOODLANDS WEST)
VILLAGE 4
VILLAGE 19
SEATON AVENUE
BRANTON AVENUE
VILLAGE 22
VILLAGE 23
FUTURE COMMUNITY PARK
VILLAGE 18
LAKE 19
RIVER ISLANDS HIGH SCHOOL
VILLAGE 17
LAKE 18
FUTURE PARK
RIVER ISLANDS PARKWAY
VILLAGE 21
SEATON AVENUE
STORNOWAY AVENUE
VILLAGE 3
N
VILLAGE 20
VILLAGE 27
FUTURE K-8 SCHOOL
(FUTURE PARADISE CUT VILLAGE DISTRICT)
EXHIBIT "B"
VILLAGE 5/TRACT 4226
WOODLANDS EAST
VICINITY MAP
JULY 2024

579

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.

RIVEISL-01 LENGLISH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2024

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

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

PRODUCER License # 0C36861	CONTACT NAME:	
Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Specialty Insurance Company	12537
INSURED River Islands Development Area 3, LLC 73 W. Stewart Rd. Lathrop, CA 95330	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		ATN2418343P	3/19/2024	3/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Tract 4226

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.

CERTIFICATE HOLDER

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ATN2418343P

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

© Insurance Services Office, Inc., 2012

Policy# ATN2418343P

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a. **(1)** The Additional Insured is a Named Insured under such other insurance;

and

(2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis; and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

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

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

Policy: ATN2418343P

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.

EXHIBIT "D"
WOODLANDS EAST VILLAGE 5
UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

[redacted]
ENGINEERING
a Westwood company

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
VILLAGE 5
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 16, 2024
Job No.: 25505-34

Item	Description	Quantity	Unit	Unit Price	Amount
1	Concrete *(0% Completion)*	1	LS	$ 454,100.00	$ 454,100.00
2	AC Paving *(0% Completion)*	1	LS	$ 613,200.00	$ 613,200.00
3	Joint Trench *(60% Completion)*	1	LS	$ 684,000.00	$ 684,000.00
4	Wet Utilities *(95% Completion)*	1	LS	$ 142,500.00	$ 142,500.00
				TOTAL COST TO COMPLETE	**$ 1,893,800.00**

Notes:
1) Estimate for cost to complete based on contractor's note for Village 5 dated 7/15/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
VILLAGE 5 (152 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 12, 2024
Job No.: 25505-34

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	454,440	SF	$ 0.45	$ 204,498.00
2	3" AC Paving	85,540	SF	$ 1.50	$ 128,310.00
3	4.5" AC Paving	163,030	SF	$ 2.25	$ 366,817.50
4	6" Aggregate Base	85,540	SF	$ 0.90	$ 76,986.00
5	8" Aggregate Base	163,030	SF	$ 1.20	$ 195,636.00
6	Vertical Curb and Gutter *(with AB cushion)*	5,770	LF	$ 15.00	$ 86,550.00
7	Rolled Curb and Gutter *(with AB cushion)*	8,290	LF	$ 15.00	$ 124,350.00
8	Type F Median Curb *(with AB cushion)*	400	LF	$ 18.00	$ 7,200.00
9	Concrete Sidewalk	69,830	SF	$ 5.00	$ 349,150.00
10	Driveway Approach	1	EA	$ 600.00	$ 600.00
11	Handicap Ramps	28	EA	$ 2,500.00	$ 70,000.00
12	Survey Monuments	18	EA	$ 300.00	$ 5,400.00
13	Traffic Striping & Signage	6,120	LF	$ 5.00	$ 30,600.00
14	Dewatering *(budget)*	6,120	LF	$ 100.00	$ 612,000.00
	Subtotal Street Work				$ 2,258,098.00
	STORM DRAIN				
15	Catch Basins *(type I inlet over type I manhole base)*	36	EA	$ 2,800.00	$ 100,800.00
16	Catch Basins *(type I inlet over type II manhole base)*	13	EA	$ 5,000.00	$ 65,000.00
17	Catch Basins *(type C inlet)*	6	EA	$ 2,400.00	$ 14,400.00
18	Catch Basins *(type C inlet over type I manhole base)*	4	EA	$ 2,800.00	$ 11,200.00
19	15" Storm Drain Pipe *(polypropylene)*	2,950	LF	$ 18.00	$ 53,100.00
20	18" Storm Drain Pipe *(polypropylene)*	505	LF	$ 20.00	$ 10,100.00
21	24" Storm Drain Pipe *(polypropylene)*	1,790	LF	$ 31.00	$ 55,490.00
22	30" Storm Drain Pipe *(polypropylene)*	1,380	LF	$ 45.00	$ 62,100.00
23	36" Storm Drain Pipe *(polypropylene)*	470	LF	$ 60.00	$ 28,200.00
24	42" Storm Drain Pipe *(RCP)*	370	LF	$ 120.00	$ 44,400.00
25	48" Storm Drain Pipe *(RCP)*	760	LF	$ 125.00	$ 95,000.00
26	Manholes *(type I)*	4	EA	$ 3,000.00	$ 12,000.00
27	Manholes *(type II)*	6	EA	$ 5,000.00	$ 30,000.00
28	Connect to Existing	4	EA	$ 1,700.00	$ 6,800.00
29	Storm Drain Stub & Plug	4	EA	$ 1,000.00	$ 4,000.00
	Subtotal Storm Drain				$ 592,590.00
	SANITARY SEWER				
30	8" Sanitary Sewer Pipe *(PVC)*	7,230	LF	$ 28.00	$ 202,440.00
31	Manholes *(type I)*	18	EA	$ 4,000.00	$ 72,000.00
32	Manholes *(type I w/ 60" Barrel)*	7	EA	$ 4,000.00	$ 28,000.00
33	Sewer Service	152	EA	$ 600.00	$ 91,200.00
34	Connect to Existing	2	EA	$ 3,000.00	$ 6,000.00
35	Sanitary Sewer Stub & Plug	2	EA	$ 1,000.00	$ 2,000.00
	Subtotal Sanitary Sewer				$ 401,640.00

Item	Description	Quantity	Unit	Unit Price	Amount
	WATER SUPPLY				
36	8" Water Line *(including all appurtenances) (PVC)*	7,230	LF	$ 32.00	$ 231,360.00
37	Water Service	152	EA	$ 2,000.00	$ 304,000.00
38	1" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
38	2" Water Lateral	3	EA	$ 2,000.00	$ 6,000.00
39	3" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
40	Air Release Valve	5	EA	$ 2,500.00	$ 12,500.00
41	Fire Hydrants	18	EA	$ 4,000.00	$ 72,000.00
42	Temporary Blow Off Valve	6	EA	$ 1,000.00	$ 6,000.00
43	8" Resilient Gate Valve	43	EA	$ 1,550.00	$ 66,650.00
44	Connect to Existing	2	EA	$ 4,000.00	$ 8,000.00
45	Water Stub & Plug	6	EA	$ 1,000.00	$ 6,000.00
	Subtotal Water Supply				$ 716,510.00
	NON-POTABLE WATER				
46	8" Non-potable Water Line *(including all appurtenances) (PVC)*	3,130	LF	$ 35.00	$ 109,550.00
47	2" Water Lateral	2	EA	$ 2,000.00	$ 4,000.00
48	Blow Off Valve	2	EA	$ 4,000.00	$ 8,000.00
49	Temporary Blow Off Valve	1	EA	$ 1,000.00	$ 1,000.00
50	Connect to Existing	1	EA	$ 3,000.00	$ 3,000.00
51	Non-Potable Water Stub & Plug	1	EA	$ 1,000.00	$ 1,000.00
	Subtotal Water Supply				$ 126,550.00
	LAKE FILL LINE				
52	16" Lake Fill Line *(including all appurtenances) (PVC)*	400	LF	$ 50.00	$ 20,000.00
53	Connect to Existing	2	EA	$ 3,000.00	$ 6,000.00
54	4" Aeration Line *(including all appurtenances) (PVC)*	330	LF	$ 4.00	$ 1,320.00
55	4" Aer Connect to Existing	1	EA	$ 3,000.00	$ 3,000.00
	Subtotal Lake Fill Line				$ 30,320.00
	RIVER FILL LINE				
56	24" River Fill Line *(including all appurtenances) (PVC)*	1,140	LF	$ 85.00	$ 96,900.00
57	24" Butterfly Valve	2	EA	$ 5,000.00	$ 10,000.00
58	Connect to Existing	2	EA	$ 3,000.00	$ 6,000.00
	Subtotal River Fill Line				$ 112,900.00
	JOINT TRENCH & STREET LIGHTING				
59	Joint Trench and Street Lighting *(including all appurtenances - lump sum)*	1	EA	$ 2,600,000.00	2,600,000.00
	Subtotal Joint Trench & Street Lighting				$ 2,600,000.00
	TOTAL CONSTRUCTION COST (nearest $1,000)				**$ 6,839,000.00**

Notes:

1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.

ATTACHMENT
" D "

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

August 12, 2024

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 4226; Escrow No. 1214023430

Dear Lori:

This letter constitutes the joint escrow instructions ("***Escrow Instructions***") of River Islands Development Area 3, LLC, a Delaware limited liability company ("***RIDA3***") 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 RIDA3 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "***Closing***"). If the Final Map has not been recorded by June 30, 2025, 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 RIDA3 for recordation in the Official Records of San Joaquin County, California ("***Official Records***").

B.1. One original Final Map for Tract 4226, 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. 10 (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 RIDA3).

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 RIDA3).

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

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), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA3, 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 RIDA3 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 RIDA3.

- 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 **$132,052.26**, 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 **$3,774.00** multiplied by **34.99** 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 (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (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;

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 RIDA3 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 3, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

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

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 3, 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

(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	Susan Dell'Osso 7/18/2024 Date
City Manager	President
City of Lathrop	River Islands Development Area 3, LLC

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

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 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

TENTH 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. 10

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 Tenth 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 Tenth 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: _____, 2024.

By: _____
Teresa Vargas, 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. 10
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 10 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.	Legal Description of Property
RIVER ISLANDS DEVELOPMENT AREA 3, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 2 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 10

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

** On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

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 #2)

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 3, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. **Approval of Annexation**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Facilities and Services**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. **Approval of the Appropriations Limit**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. **Waivers and Vote**. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. **Recordation of Amendment to Notice of Special Tax Lien.** The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. **Authority Warranted**. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. **Due Diligence and Disclosures.** The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. **Agreements.** The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. **The Property.** The Property is identified as follows:

Assessor's Parcel No. 213-630-01 (Por.)

Property Address: N/A

Legal Description of Property: Parcel 2 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 3, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 3, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

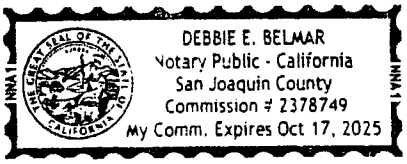
(Attach acknowledgment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)

On July 19, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Debbie E. Belmar
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

☐ Signer's Name: _____	☐ 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 or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____
_____	_____

EXHIBIT A

CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"Authorized Services" means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"CFD" means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Development Agreement" means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

"Facilities Special Tax" means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Review Process" means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Taxes" means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

"Non-Residential Square Footage" means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"Proportionately" means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For the Facilities Special Tax, "Proportionately" means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"Public Property" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. ***All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.*** Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$ 0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$ 0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$ 0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$ 0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$ 0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. Reduction of the Maximum Special Taxes

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 10

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* ***On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

ATTACHMENT "E"

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4226, RIVER ISLANDS – PHASE 2, VILLAGE 5, 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS CLEARY COURT, KOCH COURT, STRANDBERG AVENUE, BELANGER COURT, NOVA COURT, ARGENTA COURT, LAMBERTON COURT, LAMBERTON STREET, TULLAMORE AVENUE, AND WOMACK 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, PIPELINES, DRAINS, DRAINAGE SYSTEMS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "S.D.E." (STORM DRAIN EASEMENT).
4. 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 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.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 14, 24, 25, 38, 54, 55, AND 80 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////////, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 6 AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A AND G THROUGH L FOR LAKE PURPOSES, AS SHOWN ON THIS FINAL MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP. SAID PARCELS G, I AND K WILL BE SUBJECT TO A SLOPE EASEMENT AND SHARED DOCK ACCESS FOR THE BENEFIT OF ADJACENT LAKE FRONT LOTS, TO BE CONVEYED BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE THE NON-EXCLUSIVE "LAKE FILL PIPELINE EASEMENTS" AND THE "LAKE CIRCULATION PIPELINE EASEMENTS", TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, THE EASEMENTS AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "LAKE FILL PIPELINE EASEMENT" AND "LAKE CIRCULATION PIPELINE EASEMENT". THESE EASEMENTS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCE AUTHORITY BY A SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNERS:

CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO PARCEL 4

BY: _____ _____
NAME: SUSAN DELL'OSSO DATE
ITS: PRESIDENT

RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO PARCEL 2

BY: _____ _____
NAME: SUSAN DELL'OSSO DATE
ITS: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED APRIL 16, 2020, AS DOCUMENT NUMBER 2020-046455, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022, AS DOCUMENT NUMBER 2022-114642, AND FURTHER AMENDED IN DOCUMENT RECORDED AUGUST 24, 2023, AS DOCUMENT NUMBER 2023-067141, AND UNDER DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024-054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.
BY: _____
NAME: _____
ITS: _____

SEE SHEET 2 FOR TRUSTEE'S ACKNOWLEDGEMENT

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 4226, RIVER ISLANDS-PHASE 2, VILLAGE 5, UNIT 1" FINAL MAP, 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 _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 10, 14, 24, 25, 38, 54, 55, AND 80 ALONG THE LOTS LINES AS INDICATED BY THE SYMBOL ////////, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, STORM DRAIN EASEMENT AND WALL EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION IN FEE OF PARCELS B THROUGH F, AND ACCEPTED THE OFFER OF DEDICATION OF CLEARY COURT, KOCH COURT, STRANDBERG AVENUE, BELANGER COURT, NOVA COURT, ARGENTA COURT, LAMBERTON COURT, LAMBERTON STREET, TULLAMORE AVENUE, AND WOMACK STREET AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (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 }

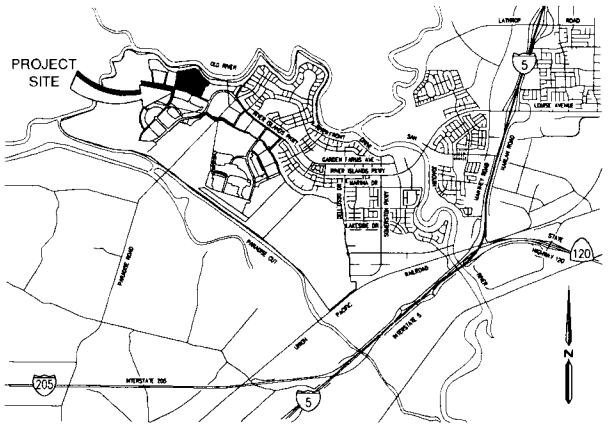
ON _____, 2024 BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4226, RIVER ISLANDS-PHASE 2, VILLAGE 5, 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

616

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4226 RIVER ISLANDS – PHASE 2, VILLAGE 5, UNIT 1", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

PROFESSIONAL LAND SURVEYOR – DARRYL A. ALEXANDER – No. L 5071 – STATE OF CALIFORNIA

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 CALIFIA, LLC, ON MARCH 15, 2024. 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 JULY 1, 2025, 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 _____, 2024.

_____
DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR – DYLAN CRAWFORD – No. 7788 – STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4226, RIVER ISLANDS – PHASE 2, VILLAGE 5, UNIT 1 FINAL MAP, CONTAINS 80 RESIDENTIAL LOTS WITH A TOTAL OF 10.941 ACRES, MORE OR LESS, PARCELS A THROUGH L CONTAINING 14.846 ACRES, MORE OR LESS, PARCELS 1 THROUGH 6 CONTAINING 9.640 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 9.203 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4226 AREA SUMMARY	
LOTS 1 THROUGH 80	10.941 AC±
PARCELS A THROUGH L	14.846 AC±
PARCELS 1 THROUGH 6	9.640 AC±
STREET DEDICATIONS	9.203 AC±
TOTAL	44.630 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023430-LR, (VERSION 4) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 _____ ,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

AS FOLLOWS:

1) PARCELS B THROUGH F 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.

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASEMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

1. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 2 OF TRACT 4205.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N59°13'56"E	35.36'
L2	N11°24'40"E	10.00'
L3	N49°23'52"E	10.00'
L4	N65°24'55"W	42.93'
L5	N24°35'05"E	60.00'
L6	N69°35'05"E	35.36'
L7	N20°24'55"W	35.36'
L8	N24°35'05"E	60.00'
L9	N69°35'05"E	35.36'
L10	N20°24'55"W	35.36'
L11	N32°10'45"E	60.53'
L12	N65°24'55"W	36.07'
L13	N20°24'55"W	35.36'
L14	N65°24'55"W	74.00'
L15	N69°35'05"E	35.36'
L16	N30°46'04"W	35.36'
L17	N14°13'56"E	63.00'
L18	N59°13'56"E	35.36'
L19	N7°34'40"E	60.41'
L20	N30°46'04"W	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N75°15'27"W	51.97'
L22	N74°01'57"W	52.17'
L23	N72°48'01"W	52.17'
L24	N71°34'05"W	52.17'
L25	N70°20'10"W	52.17'
L26	N69°36'10"W	50.22'
L27	N65°25'05"W	50.00'
L28	N67°33'23"W	50.00'
L29	N71°32'30"W	50.00'
L30	N75°31'37"W	50.00'
L31	N79°30'44"W	50.00'
L32	N83°29'50"W	50.00'
L33	N87°28'57"W	50.00'
L34	N88°41'19"E	50.00'
L35	N87°58'22"E	52.46'
L36	N89°19'22"W	55.74'
L37	N86°04'01"W	55.74'
L38	N82°48'40"W	55.74'
L39	N79°33'19"W	55.74'
L40	N76°03'49"W	63.81'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	310.00	23°13'09"	125.63'
C2	50.00	158°16'03"	138.11'
C3	17.00	66°14'06"	19.65'
C4	17.00	66°14'06"	19.65'
C5	50.00	181°02'53"	157.99'
C6	1470.00	2°48'36"	72.10'

617

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

EXISTING BOUNDARY SHEET

MONUMENTATION NOTES

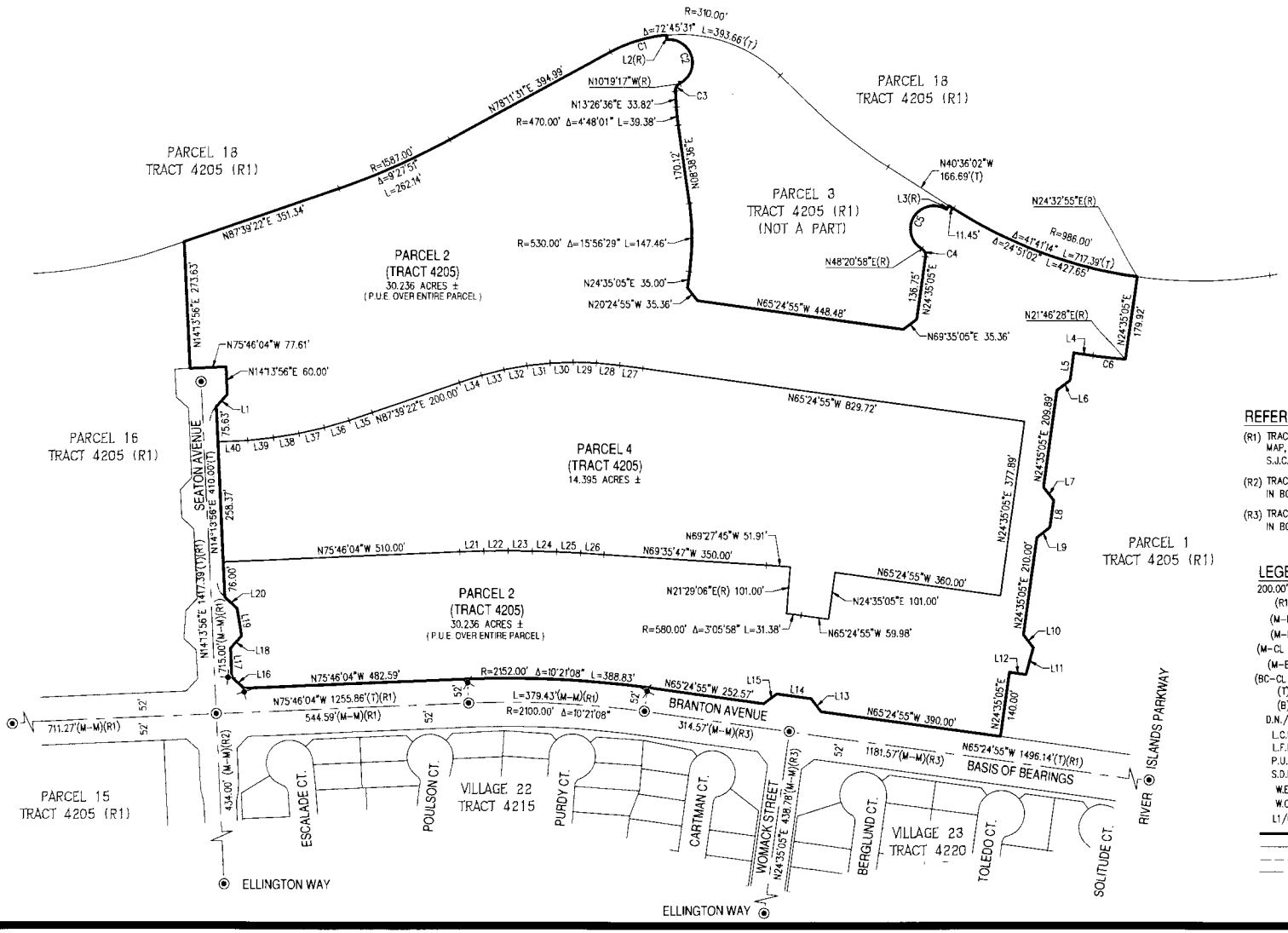
- ⊙ FOUND MONUMENT PER (R1)
- • FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

BASIS OF BEARINGS

THE BEARING OF NORTH 65°24'55" WEST ALONG BRANTON AVENUE, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, 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.

NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.



REFERENCES

(R1) TRACT 4205, RIVER ISLANDS–PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 M&P 95)

(R2) TRACT 4215, RIVER ISLANDS–PHASE 2, VILLAGE 22, FILED _____ __, 2024, IN BOOK 4_ OF MAPS AND PLATS, PAGE ____, S.J.C.R. (4_ M&P ____)

(R3) TRACT 4220, RIVER ISLANDS–PHASE 2, VILLAGE 23, FILED _____ __, 2024, IN BOOK 4_ OF MAPS AND PLATS, PAGE ____, S.J.C.R. (4_ M&P ____)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M–M)	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)	BEGIN CURVE TO CENTERLINE INTERSECTION
(T)	TOTAL
(B)	BOUNDARY
D.N./I.N.	DOCUMENT NUMBER, INSTRUMENT NUMBER
L.C.E.	LAKE CIRCULATION PIPELINE EASEMENT
L.F.E.	LAKE FILL PIPELINE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.D.E.	STORM DRAIN EASEMENT
W.E.	WALL EASEMENT
W.C.	WITNESS CORNER
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT–OF–WAY LINE
– – – –	EASEMENT LINE
— · — · —	CENTERLINE

618

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

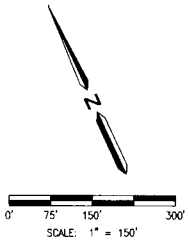
NOTES

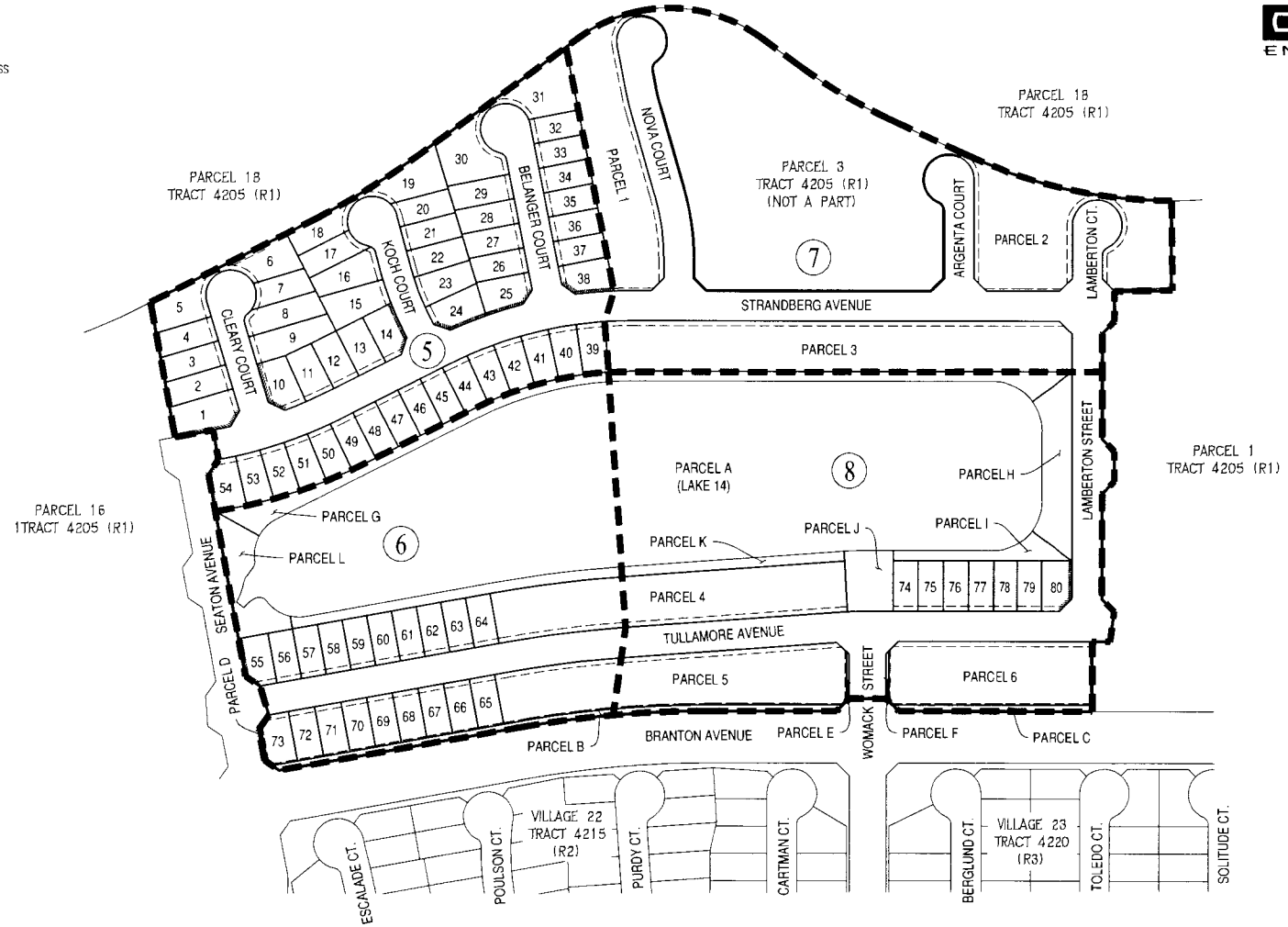
1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS.
4. SEE SHEET 9 FOR LINE AND CURVE TABLES.

LEGEND

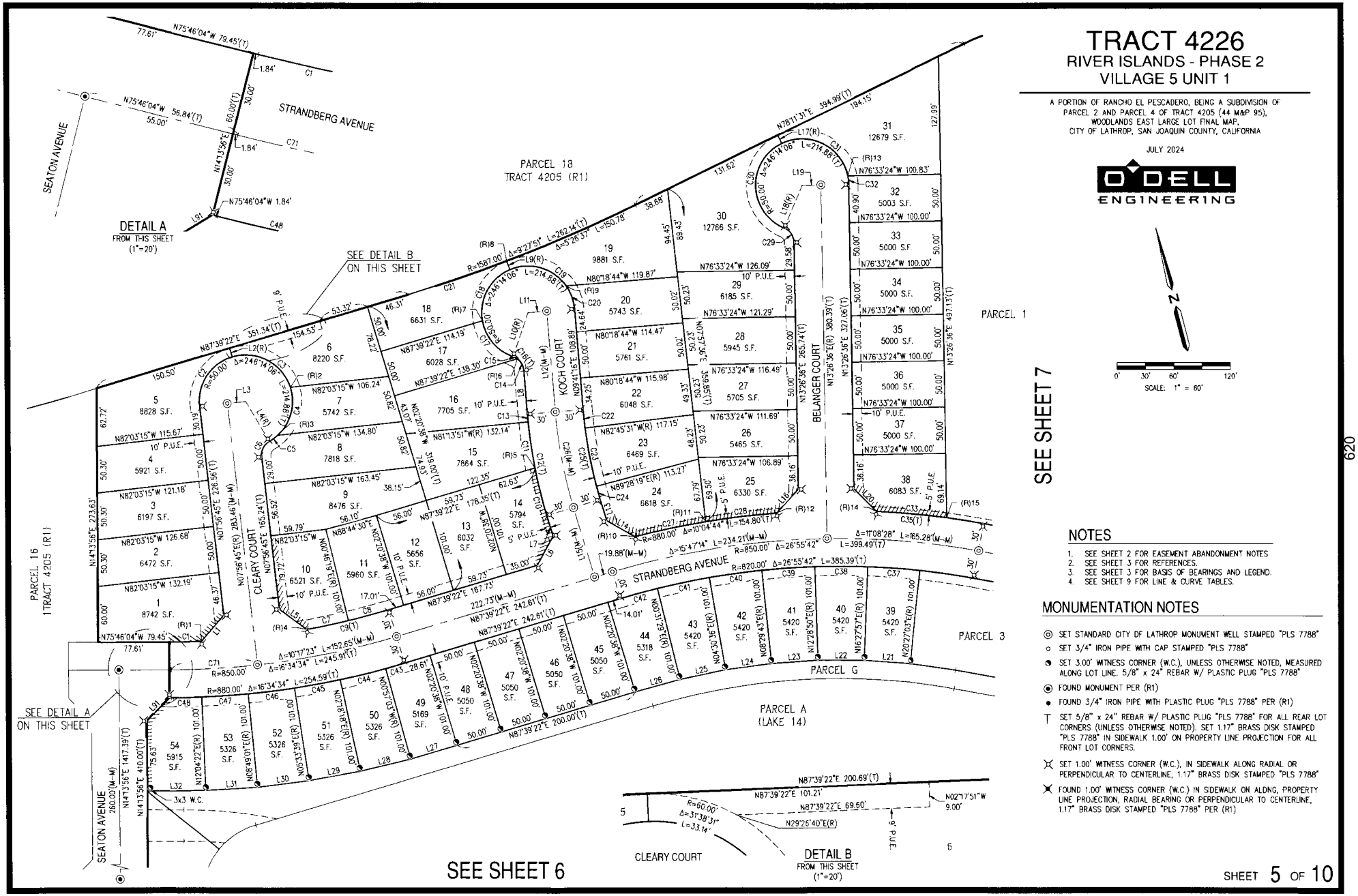
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- SHEET LIMIT LINE
- (5) SHEET NUMBER
- RESTRICTED ACCESS

SHEET INDEX





619



TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

SCALE: 1" = 60'

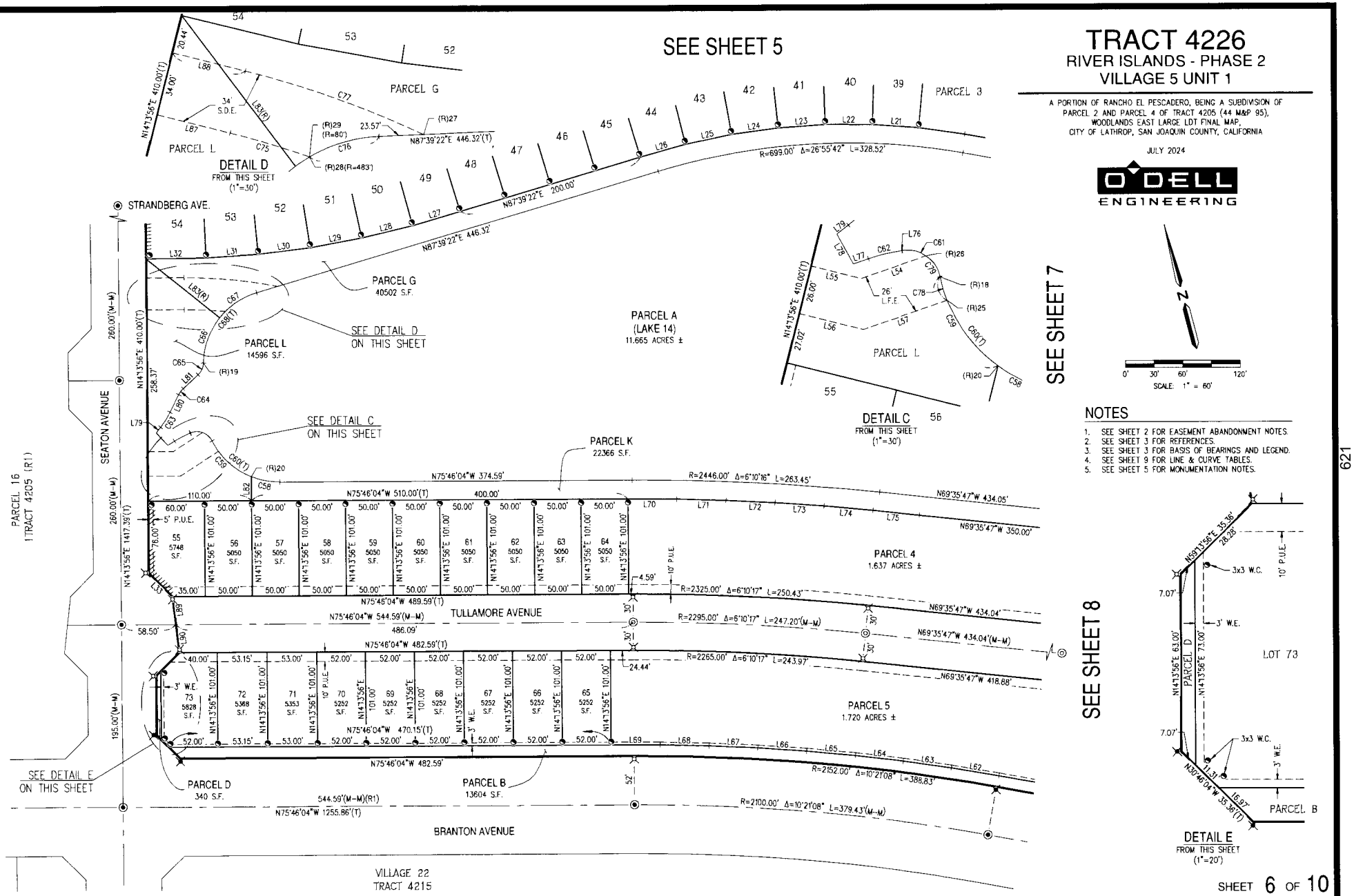
NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & 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)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⋇ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

620


SEE SHEET 5
SEE SHEET 7
SEE SHEET 8
PARCEL G
PARCEL L
PARCEL 3
DETAIL D
FROM THIS SHEET
(1"=30')
STRANDBERG AVE.
PARCEL G
40502 S.F.
PARCEL L
14596 S.F.
SEE DETAIL D
ON THIS SHEET
PARCEL A
(LAKE 14)
11.665 ACRES ±
SEE DETAIL C
ON THIS SHEET
PARCEL K
22366 S.F.
SEATON AVENUE
PARCEL 16
TRACT 4205 (R1)
PARCEL 4
1.637 ACRES ±
TULLAMORE AVENUE
PARCEL 5
1.720 ACRES ±
SEE DETAIL E
ON THIS SHEET
PARCEL D
340 S.F.
PARCEL B
13604 S.F.
BRANTON AVENUE
VILLAGE 22
TRACT 4215
DETAIL C
FROM THIS SHEET
(1"=30')
DETAIL E
FROM THIS SHEET
(1"=20')
LOT 73
PARCEL D
PARCEL B
3x3 W.C.
3' W.E.
10' P.U.E.
5' P.U.E.
26' L.F.E.
34' S.D.E.
N87°39'22"E 446.32'(T)
N87°39'22"E 446.32'
N87°39'22"E 200.00'
R=699.00' Δ=26°55'42" L=328.52'
N75°46'04"W 374.59'
N75°46'04"W 510.00'(T)
R=2446.00' Δ=6°10'16" L=263.45'
N69°35'47"W 434.05'
N69°35'47"W 350.00'
N75°46'04"W 489.59'(T)
R=2325.00' Δ=6°10'17" L=250.43'
N69°35'47"W 434.04'
N75°46'04"W 544.59'(M-M)
R=2295.00' Δ=6°10'17" L=247.20'(M-M)
N69°35'47"W 434.04'(M-M)
N75°46'04"W 482.59'(T)
R=2265.00' Δ=6°10'17" L=243.97'
N69°35'47"W 418.88'
N75°46'04"W 470.15'(T)
N75°46'04"W 482.59'
R=2152.00' Δ=10°21'08" L=388.83'
544.59'(M-M)(R1)
N75°46'04"W 1255.86'(T)
R=2100.00' Δ=10°21'08" L=379.43'(M-M)
N14°13'56"E 410.00'(T)
N14°13'56"E 1417.39'(T)
260.00'(M-M)
195.00'(M-M)
258.37'
N14°13'56"E 101.00'
N69°13'56"E 35.36'
N30°46'04"W 35.36'(T)
TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
JULY 2024
O'DELL ENGINEERING
N
0' 30' 60' 120'
SCALE: 1" = 60'
NOTES
1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & CURVE TABLES.
5. SEE SHEET 5 FOR MONUMENTATION NOTES.
SHEET 6 OF 10

NOTES

1. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.
2. SEE SHEET 3 FOR REFERENCES.
3. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
4. SEE SHEET 9 FOR LINE & CURVE TABLES.

MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- o 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)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⌧ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✖ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

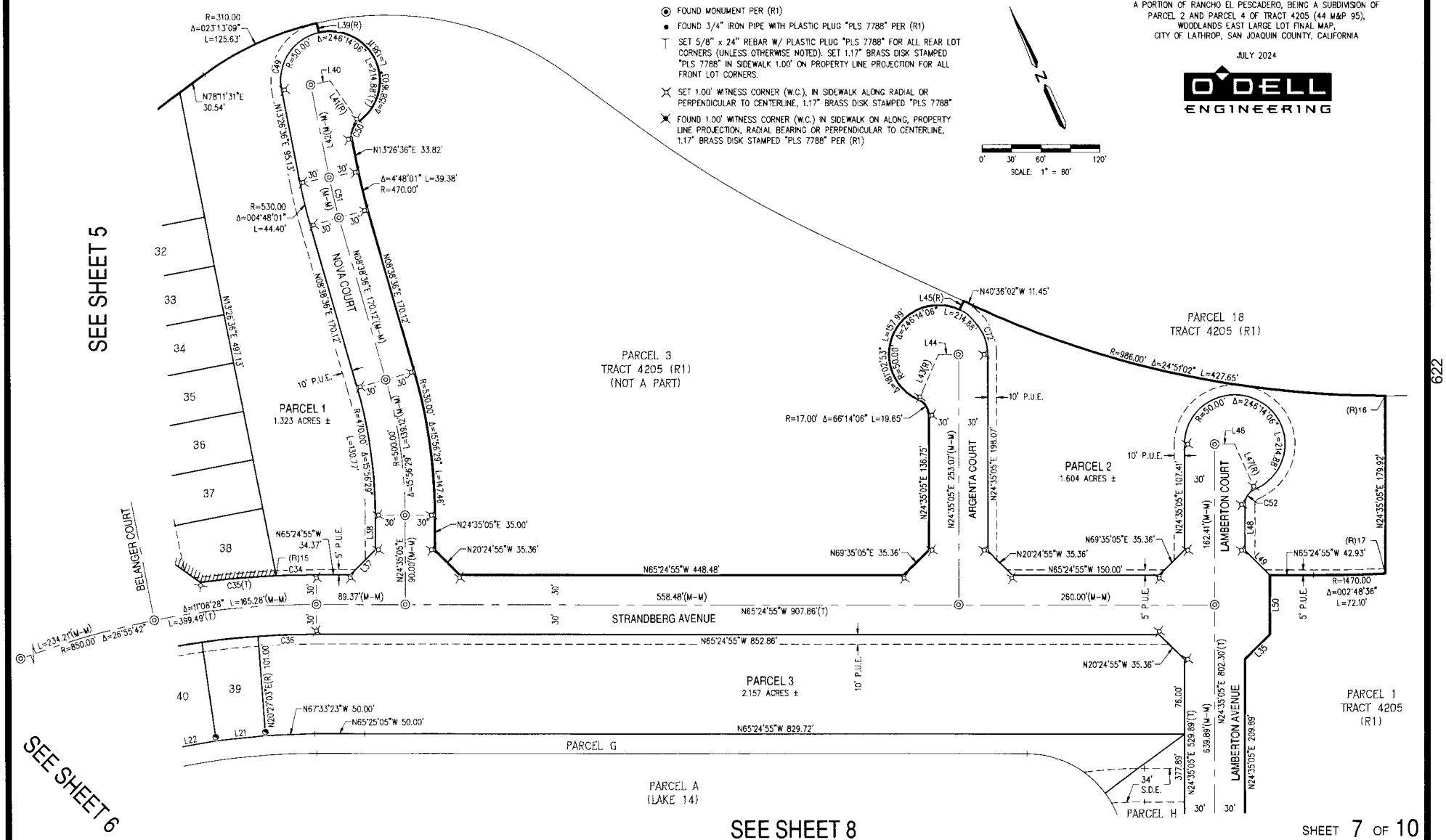
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

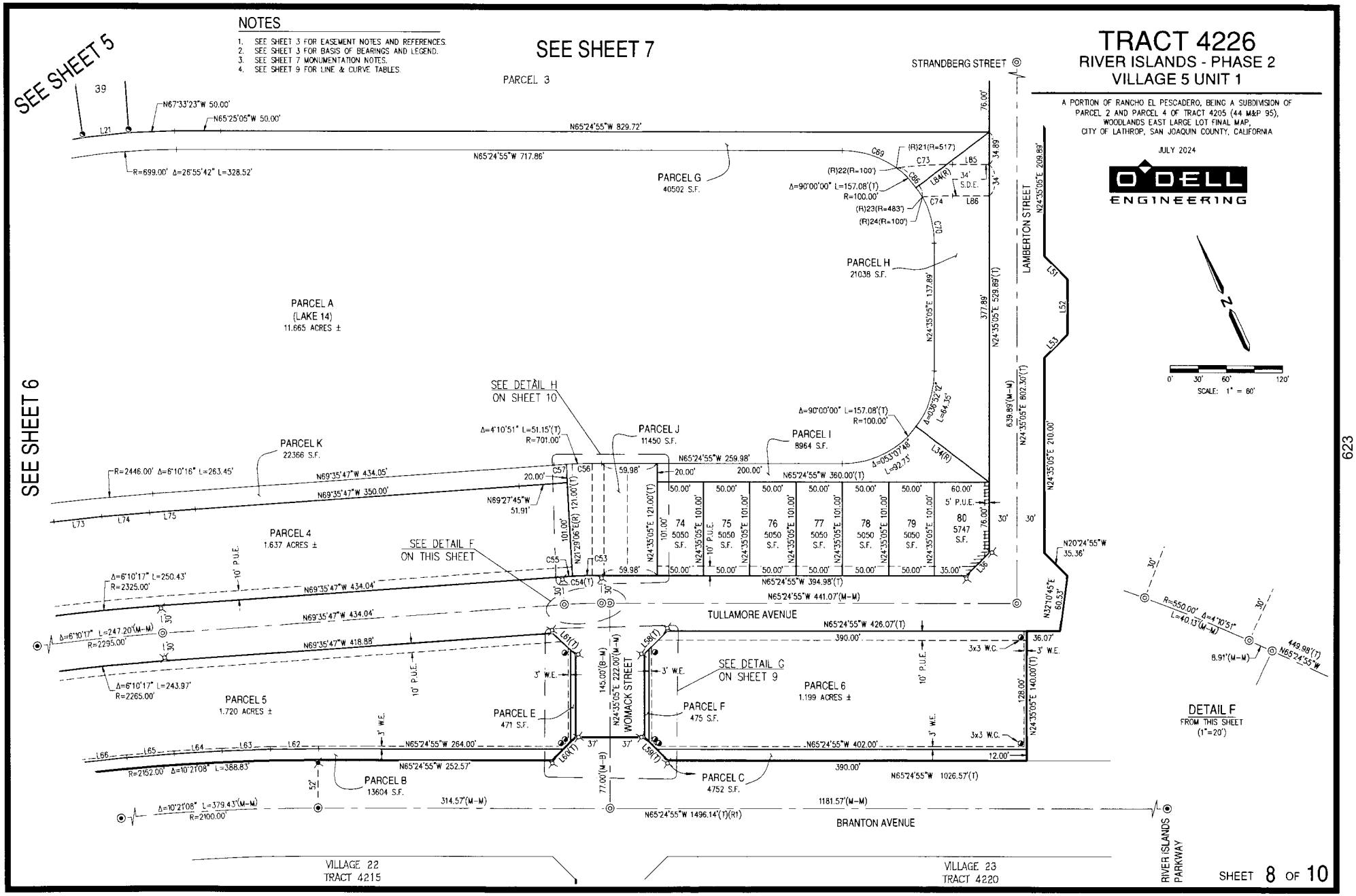
JULY 2024

O'DELL ENGINEERING

N

0' 30' 60' 120'
SCALE: 1" = 60'





TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING

LINE AND CURVE TABLES FOR SHEETS 5 THROUGH 10 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N54°55'46"E	36.56'
L2	N2°20'38"W	10.00'
L3	N82°03'15"W	20.00'
L4	N15°48'09"W	50.00'
L5	N39°02'16"W	36.56'
L6	N42°39'22"E	35.36'
L7	N2°20'38"W	23.31'
L8	N9°41'16"E	47.57'
L9	N8°20'09"W	10.03'
L10	N33°27'10"E	50.00'
L11	N80°18'44"W	20.00'
L12	N9°41'16"E	108.89'
L13	N2°20'38"W	23.99'
L14	N46°13'54"W	34.66'
L15	N2°20'38"W	78.31'
L16	N56°42'05"E	34.26'
L17	N11°48'29"W	10.00'
L18	N37°12'30"E	50.00'
L19	N76°33'24"W	20.00'
L20	N29°48'52"W	34.26'
L21	N71°32'30"W	50.00'
L22	N75°31'37"W	50.00'
L23	N79°30'44"W	50.00'
L24	N83°29'50"W	50.00'
L25	N87°28'57"W	50.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N88°41'19"E	50.00'
L27	N87°58'22"E	52.46'
L28	N89°19'22"W	55.74'
L29	N86°04'01"W	55.74'
L30	N82°48'40"W	55.74'
L31	N79°33'19"W	55.74'
L32	N76°03'49"W	63.81'
L33	N30°46'04"W	35.36'
L34	N28°32'44"W	100.00'
L35	N69°35'05"E	35.36'
L36	N69°35'05"E	35.36'
L37	N69°35'05"E	35.36'
L38	N24°35'05"E	35.00'
L39	N11°24'40"E	10.00'
L40	N76°33'24"W	20.00'
L41	N10°19'17"W	50.00'
L42	N13°26'36"E	95.13'
L43	N48°20'58"E	50.00'
L44	N65°24'55"W	20.00'
L45	N49°23'52"E	10.00'
L46	N65°24'55"W	20.00'
L47	N0°49'11"E	50.00'
L48	N24°35'05"E	46.10'
L49	N20°24'55"W	35.36'
L50	N24°35'05"E	60.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N20°24'55"W	35.36'
L52	N24°35'05"E	60.00'
L53	N69°35'05"E	35.36'
L54	N71°16'57"E	37.03'
L55	N75°46'04"W	27.37'
L56	N75°46'04"W	35.06'
L57	N71°16'57"E	47.86'
L58	N69°35'05"E	35.36'
L59	N20°24'55"W	35.36'
L60	N69°35'05"E	35.36'
L61	N22°30'21"W	34.04'
L62	N66°05'20"W	52.00'
L63	N67°27'56"W	52.00'
L64	N68°50'33"W	52.00'
L65	N70°13'09"W	52.00'
L66	N71°35'46"W	52.00'
L67	N72°58'22"W	52.00'
L68	N74°20'59"W	52.00'
L69	N75°34'28"W	52.00'
L70	N75°15'27"W	51.97'
L71	N74°01'57"W	52.17'
L72	N72°48'01"W	52.17'
L73	N71°34'05"W	52.17'
L74	N70°20'10"W	52.17'
L75	N69°36'10"W	50.22'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L76	N82°03'51"E	0.49'
L77	N71°27'56"E	8.50'
L78	N28°30'18"W	18.00'
L79	N51°47'37"E	7.83'
L80	N40°55'33"E	20.87'
L81	N61°29'42"E	21.79'
L82	N14°13'56"E	25.84'
L83	N36°43'18"W	100.26'
L84	N77°42'53"E	100.00'
L85	N65°24'55"W	40.00'
L86	N65°24'55"W	40.00'
L87	N75°46'04"W	40.00'
L88	N75°46'04"W	40.00'
L89	N7°34'40"E	30.20'
L90	N7°34'40"E	30.20'
L91	N59°13'56"E	35.36'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N11°54'46"E
(R)2	S86°46'45"W
(R)3	N28°18'52"W
(R)4	N3°58'44"E
(R)5	S86°38'17"E
(R)6	S51°01'12"W
(R)7	S85°40'54"E
(R)8	N6°21'51"W
(R)9	S69°12'35"W
(R)10	S0°07'11"E
(R)11	S4°55'53"W
(R)12	S9°57'33"W
(R)13	N87°02'24"W
(R)14	S16°55'40"W
(R)15	S21°56'19"W

RADIAL BEARINGS	
LINE #	DIRECTION
(R)16	N24°32'55"E
(R)17	N21°46'28"E
(R)18	N77°42'36"E
(R)19	S73°54'10"E
(R)20	N36°15'24"E
(R)21	S17°42'29"W
(R)22	S60°06'18"W
(R)23	S20°37'22"W
(R)24	S84°36'50"W
(R)25	N68°18'00"E
(R)26	S34°08'42"W
(R)27	S25°21'30"W
(R)28	S19°27'23"W
(R)29	S30°13'00"E

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	820.00'	2°19'10"	33.19'
C2	50.00'	79°42'37"	69.56'
C3	50.00'	89°07'23"	77.77'
C4	50.00'	64°54'22"	56.64'
C5	50.00'	12°29'44"	10.90'
C6	17.00'	66°14'06"	19.65'
C7	820.00'	3°12'25"	45.90'
C8	820.00'	3°06'56"	44.59'
C9	820.00'	6°19'22"	90.49'
C10	530.00'	5°42'20"	52.78'
C11	530.00'	5°24'26"	50.02'
C12	530.00'	12°01'54"	111.30'
C13	530.00'	0°55'07"	8.50'
C14	17.00'	48°40'04"	14.44'
C15	17.00'	17°34'03"	5.21'
C16	17.00'	66°14'06"	19.65'
C17	50.00'	60°51'56"	53.12'
C18	50.00'	77°20'45"	67.50'
C19	50.00'	77°32'45"	67.67'
C20	50.00'	30°28'41"	26.60'
C21	1587.00'	4°01'14"	111.36'
C22	470.00'	2°26'47"	20.07'
C23	470.00'	7°46'11"	63.73'
C24	470.00'	1°48'56"	14.89'
C25	470.00'	12°01'54"	98.70'
C26	500.00'	12°01'54"	105.00'
C27	880.00'	5°03'05"	77.58'
C28	880.00'	5°01'40"	77.22'
C29	17.00'	66°14'06"	19.65'
C30	50.00'	130°59'01"	114.30'
C31	50.00'	104°46'04"	91.43'
C32	50.00'	10°29'01"	9.15'
C33	880.00'	5°00'40"	76.96'
C34	880.00'	2°38'45"	40.64'
C35	880.00'	7°39'25"	117.60'
C36	820.00'	4°08'01"	59.16'
C37	820.00'	3°59'07"	57.04'
C38	820.00'	3°59'07"	57.04'
C39	820.00'	3°59'07"	57.04'
C40	820.00'	3°59'07"	57.04'
C41	820.00'	3°59'07"	57.04'
C42	820.00'	2°52'07"	41.06'
C43	880.00'	1°23'35"	21.40'
C44	880.00'	3°15'21"	50.01'

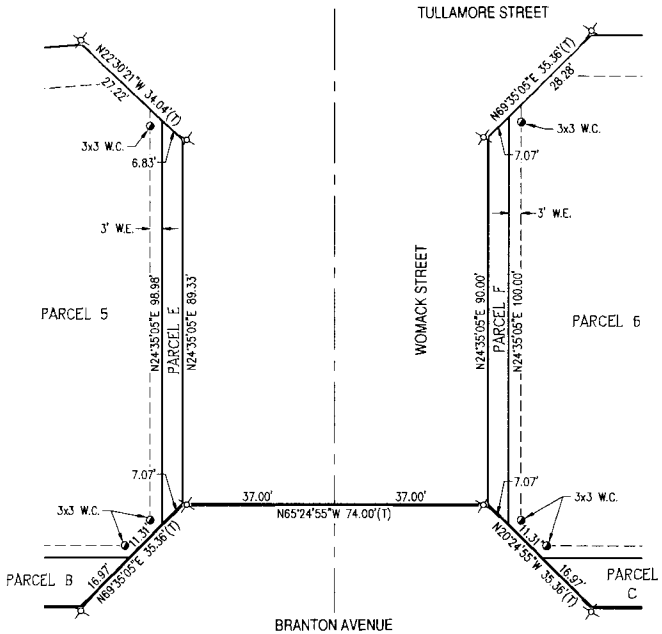
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C45	880.00'	3°15'21"	50.01'
C46	880.00'	3°15'21"	50.01'
C47	880.00'	3°15'21"	50.01'
C48	880.00'	2°09'34"	33.17'
C49	50.00'	87°58'03"	76.77'
C50	17.00'	66°14'06"	19.65'
C51	500.00'	4°48'01"	41.89'
C52	17.00'	66°14'06"	19.65'
C53	580.00'	3°05'58"	31.38'
C54	580.00'	4°10'51"	42.32'
C55	580.00'	1°04'53"	10.95'
C56	701.00'	3°05'58"	37.92'
C57	701.00'	1°04'53"	13.23'
C58	80.00'	22°01'28"	30.75'
C59	80.00'	41°27'12"	57.88'
C60	80.00'	63°28'39"	88.63'
C61	18.00'	85°38'44"	26.91'
C62	100.00'	10°35'55"	18.50'
C63	100.00'	10°52'04"	18.97'
C64	22.00'	20°34'09"	7.90'
C65	18.00'	45°23'52"	14.26'
C66	80.00'	37°10'53"	51.91'
C67	80.00'	34°22'40"	48.00'
C68	80.00'	71°33'33"	99.92'
C69	100.00'	53°07'48"	92.73'
C70	100.00'	36°52'12"	64.35'
C71	850.00'	6°17'11"	93.26'
C72	50.00'	65°11'13"	56.89'
C73	517.00'	6°52'36"	62.05'
C74	483.00'	3°57'43"	33.40'
C75	483.00'	5°13'27"	44.04'
C76	80.00'	27°52'22"	38.92'
C77	517.00'	11°07'34"	100.40'
C78	80.00'	9°24'35"	13.14'
C79	18.00'	43°33'53"	13.69'
C80	701.00'	0°49'30"	10.09'
C81	701.00'	2°33'22"	31.27'
C82	701.00'	0°32'36"	6.65'
C83	580.00'	0°59'50"	10.09'
C84	580.00'	3°05'24"	31.28'
C85	580.00'	0°00'35"	0.10'
C86	100.00'	24°30'32"	42.78'

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING



DETAIL G
FROM SHEET 6
(1"=20')

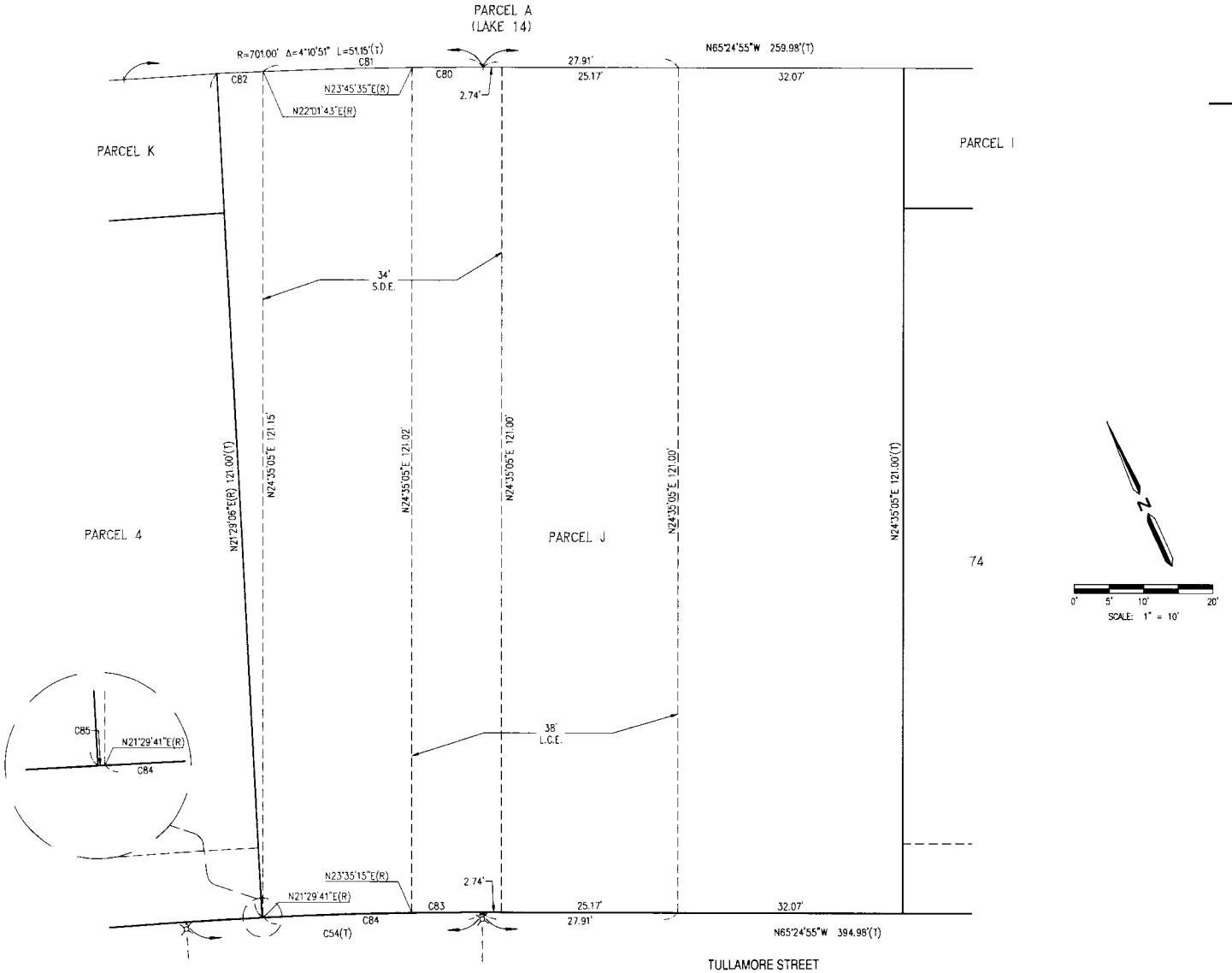
624

TRACT 4226
RIVER ISLANDS - PHASE 2
VILLAGE 5 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 2 AND PARCEL 4 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

JULY 2024

O'DELL ENGINEERING



DETAIL H
PARCEL J EASEMENTS
FROM SHEET 8

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 89 LOTS IN TRACT 4223 VILLAGE 6 UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4223 Village 6 Unit 1 within the Woodlands East District, Totaling 89 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC**

SUMMARY:

The proposed Final Map for Tract 4223 Village 6 Unit 1 (Tract 4223), included as Attachment "E", is within the Woodlands East District of Phase 2 for the River Islands Project. River Islands Development Area 3, LLC (River Islands) is proposing eighty-nine (89) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4223, to be recorded pursuant to the terms of the Escrow Instruction included as Attachment "D" and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 3, LLC, 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 March 25, 2024, City Council approved Tract 4205 Woodlands East Large Lot Map (LLM) to create 23 undevelopable parcels. On March 29, 2023, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Woodlands East District. The land for the proposed Final Map for Tract 4223 is within the geographic boundaries of VTM 6716, LLM Tract 4205, and the Woodlands East Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4223 are substantially complete. Performance and labor & materials securities has been provided with the SIA for Tract 4223 that guarantee the unfinished improvements for Village 6 as detailed in Table 1.

The total cost of the improvements for Tract 4223 is $7,576,000, 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 4223 that guarantee the unfinished improvements in the amount of:

Table 1 – Bond Values

Unfinished Improvement Total:	$2,114,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844458	$2,326,390
Labor & Materials Security (50% of Performance Security) Bond No. 0844458	$1,163,195

Sections 9 and 10 of the SIA for Tract 4223 require River Islands to construct Off-Site Improvements as well as comply with conditions for the use of temporary wastewater pump and haul. The conditions, terms and requirements associated with these items are documented in the Tract 4226 SIA approved by City Council on August 12, 2024 and are applicable to this Tract 4223.

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

Tract 4223 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the Escrow Instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

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

Documents	**Status**
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	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 3rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4223 Village 6 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval
Fees	**Status**
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no 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 4223 Village 6 Unit 1 within the Woodlands East District, Totaling 89 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC

B. Vicinity Map – Tract 4223 Village 6 Unit 1

C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 3, LLC, a Delaware limited liability company, for Tract 4223 Village 6 Unit 1

D. Escrow Instructions for Final Map Tract 4223 Village 6 Unit 1
- Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")

E. Final Map – Tract 4223 Village 6 Unit 1

APPROVALS

Verónica Albarran
Junior Engineer — Date: 08/01/2024

Brad Taylor
City Engineer — Date: 8/1/2024

Cari James
Finance Director — Date: 8/5/2024

Michael King
Assistant City Manager — Date: 8.1.2024

Salvador Navarrete
City Attorney — Date: 8.5.2024

Stephen Salvatore
City Manager — Date: 8.5.24

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4223 VILLAGE 6 UNIT 1 WITHIN THE WOODLANDS EAST DISTRICT, TOTALING 89 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 3, 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 March 25, 2024, City Council approved a Large Lot Map (LLM) Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, on March 29, 2023, Planning Commission approved the Woodlands East Neighborhood Design Plan and Architectural Guidelines and Design Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4223 Village 6 Unit 1 (Tract 4223) is within the geographic boundaries of VTM 6716, LLM Tract 4205, and the Woodlands East Neighborhood; and

WHEREAS, as required by the 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 3, LLC (River Islands), provided performance and labor & material securities with the SIA for Tract 4223 that guarantee the unfinished improvements for Tract 4223 in the amount as follows:

Unfinished Improvement Total:	$2,114,900
Performance Security (110% of Unfinished Improvements) Bond No. 0844458	$2,326,390
Labor & Materials Security (50% of Performance Security) Bond No. 0844458	$1,163,195

; and

WHEREAS, sections 9 and 10 of the SIA for Tract 4223 requires River Islands to construct Off-Site Improvements as well as comply with conditions for the use of temporary wastewater pump and haul. The conditions, terms and requirements associated with these items are documented in the Tract 4226 SIA approved by City Council on August 12, 2024 and are applicable to this Tract 4223; and

WHEREAS, potential 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 4223 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

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

1. The Final Map for Tract 4223 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the August 12, 2024 staff report once the terms and conditions of the escrow instructions, included as Attachment "D" to the City Manager's Report, are met.

2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 3, LLC in substantially the form as attached to the August 12, 2024 staff report.

3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the August 12, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

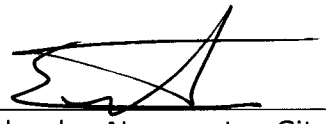
ABSENT:

Sonny Dhaliwal, Mayor

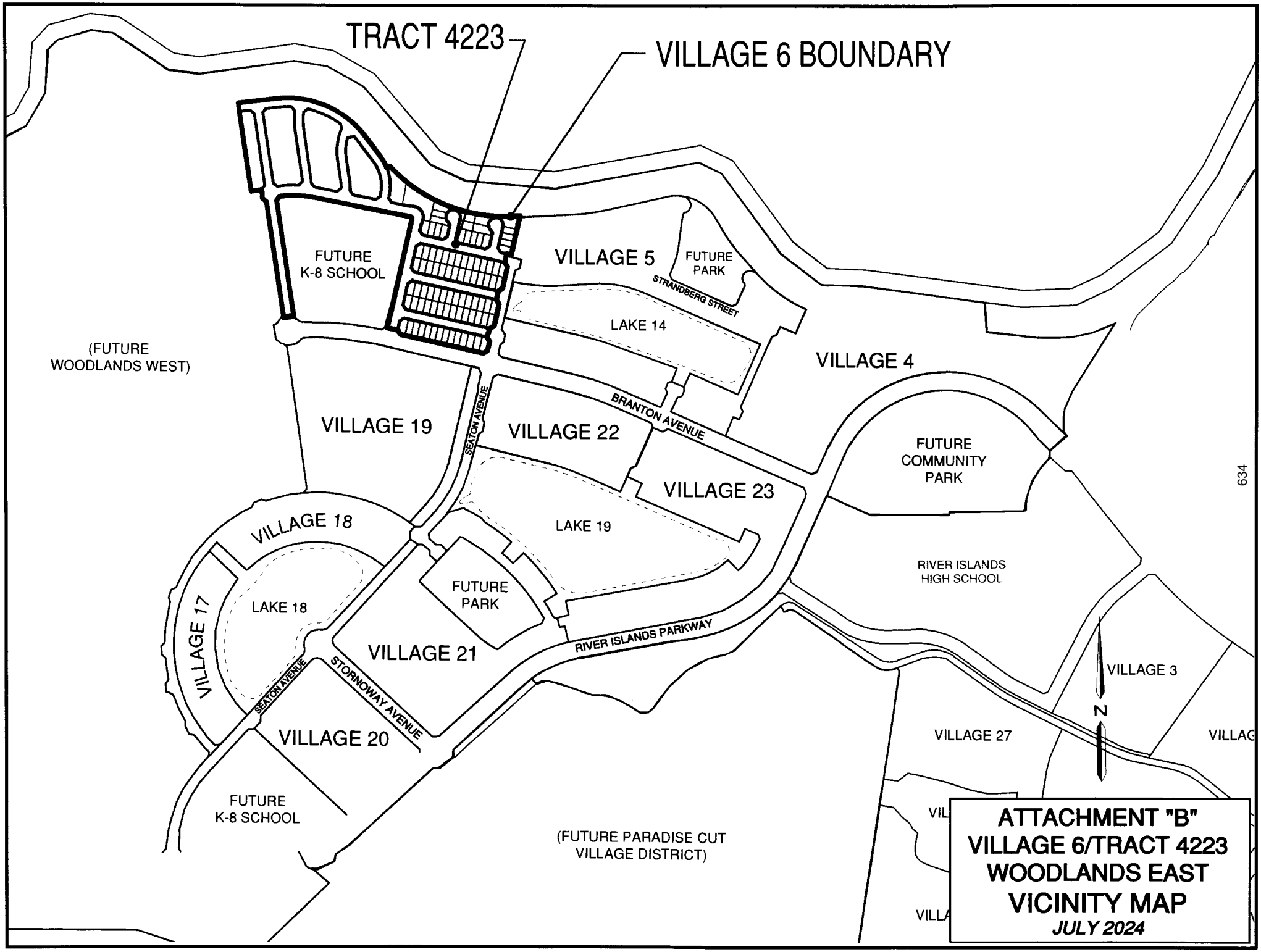
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"
VILLAGE 6/TRACT 4223
WOODLANDS EAST
VICINITY MAP
JULY 2024

ATTACHMENT
"C"

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS DEVELOPMENT AREA 3, LLC,

DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4223 VILLAGE 6 UNIT 1 89 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **12th day of August 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 3, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4223 Village 6 Unit 1 (Tract 4223). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4223 located within the Woodlands East District of River Islands Phase 2 (Neighborhood), which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided for Village 6 by SUBDIVIDER that guarantee the unfinished improvements for Tract 4223, in the amount shown in Table 1 of this agreement.

C. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Neighborhood. The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement

D. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4226 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewere Lift Station is constructed and conveyance of wastewater to the CTF is possible.

The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4226 SIA are applicable to this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4223 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 4223. 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 (hereinafter "Improvements") are substantially completed, and minor improvements not yet constructed as part of the required infrastructure for Tract 4223 are required security as outlined in this Agreement is required.

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

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Woodlands East Village 6 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 4223, or August 12, 2025, 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 equal to 10% of the estimated cost of the Improvements for the Woodlands East Village 6 entire area 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, 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, 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 4223 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.

Table 1 – Bond Values

Tract 4223 Improvements	
Unfinished Improvement Total:	$2,114,900
Performance Bond (Bond No.0844458):	$2,326,390
Labor & Materials Bond (Bond No.0844458):	$1,163,195

9. SUBDIVIDER is required to construct certain off-site improvements (Off-Site Improvements) that support the Woodlands East District of River Islands Phase 2 (Neighborhood). The Offsite Improvements are needed to provide wastewater discharge for the Neighborhood as described below. Since construction of the Offsite Improvements are not complete, SUBDIVIDER has provided security with the Subdivision Improvement Agreement for Tract 4226 Woodlands East Village 5 (Tract 4226 SIA) as detailed in Table 1 of the Tract 4226 SIA. The conditions, terms and requirements associated with the Off-Site Improvements stated in the Tract 4226 SIA are applicable to this Agreement.

10. As a condition of Final Map approval, SUBDIVIDER is required to provide wastewater conveyance to the City's Consolidated Treatment Facility (CTF) and treatment capacity to each parcel within the Final Map boundary. However, construction of the C2 Sewer Lift Station, which is guaranteed with the Tract 4266 SIA, is incomplete and the wastewater conveyance system for Woodlands East Neighborhood of Phase 2 of the Project does not have the ability to convey wastewater to the CTF. Therefore, SUBDIVIDER requested approval with Tract 4226 SIA for the use of temporary pump and haul of wastewater until the C2 Sewer Lift Station is constructed and conveyance of wastewater to the CTF is possible. The conditions, terms and requirements associated with the pump and haul agreement as detailed in Section 10 of the Tract 4226 SIA are applicable to 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 4223.

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 4223
EXHIBIT B	TRACT 4223 VILLAGE 6 UNIT 1 AREA
EXHIBIT C	CITY INSURANCE REQUIREMENTS
EXHIBIT D	VILLAGE 6 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of August 2024, at Lathrop, California.

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

BY: _____
Teresa Vargas Date
City Clerk

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

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY: _____ 8.5.2024
Salvador Navarrete Date
City Attorney

SUBDIVIDER

River Islands Development Area 3, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

EXHIBIT "A"

FINAL MAP - TRACT 4223

EXHIBIT "A"

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 16 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4223, RIVER ISLANDS – PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MALTBY PLACE, KAGAN PLACE, STRANDBERG AVENUE, GALLIVANT AVENUE, GROVELAND AVENUE, LACROSSE AVENUE, BOARDWELL STREET, GRAMFORD STREET, SCANDIA DRIVE, TULLAMORE AVENUE AND PARITO EMATA WAY 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 A THROUGH 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.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 4, 10, 14, 21, 22, 35, 36, 49, 50, 63, 64 AND 76 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //////, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____
NAME: SUSAN DELL'OSSO DATE
ITS: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024-054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.

BY: _____

NAME: _____

ITS: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

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 4223, RIVER ISLANDS–PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 4, 10, 14, 21, 22, 35, 36, 49, 50, 63, 64 AND 76 ALONG THE LOTS 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 THROUGH D, AND ACCEPTED THE OFFER OF DEDICATION OF MALTBY PLACE, KAGAN PLACE, STRANDBERG AVENUE, GALLIVANT AVENUE, GROVELAND AVENUE, LACROSSE AVENUE, BOARDWELL STREET, GRAMFORD STREET, SCANDIA DRIVE, TULLAMORE AVENUE AND PARITO EMATA WAY AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (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

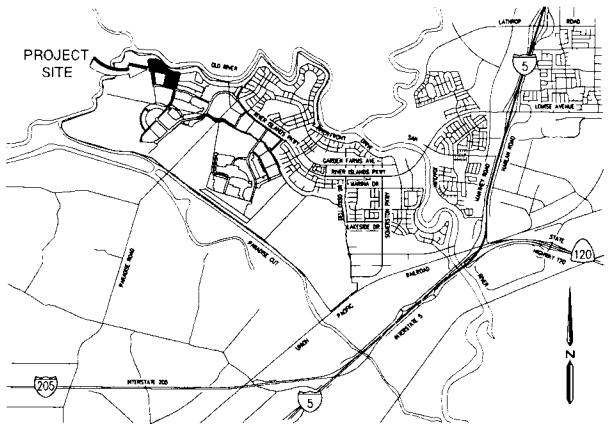
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4223, RIVER ISLANDS–PHASE 2, VILLAGE 6 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

645

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4223 RIVER ISLANDS – PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

PROFESSIONAL LAND SURVEYOR ★ DARRYL A. ALEXANDER No. L 5071 ★ STATE OF CALIFORNIA

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 CALIFIA, LLC, ON MARCH 15, 2024. 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 JULY 1, 2025, 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 _____, 2024.

_____
DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR ★ DYLAN CRAWFORD No. 7788 ★ STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4223, RIVER ISLANDS – PHASE 2, VILLAGE 6 FINAL MAP, CONTAINS 89 RESIDENTIAL LOTS WITH A TOTAL OF 9.689 ACRES, MORE OR LESS, PARCELS A THROUGH D CONTAINING 0.831 ACRES, MORE OR LESS, PARCELS 1 THROUGH 5 CONTAINING 8.432 ACRES, MORE OR LESS AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 11.878 ACRES, MORE OR LESS, AND A DESIGNATED REMAINDER OF 0.221 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4223 AREA SUMMARY	
LOTS 1 THROUGH 89	9.689 AC±
PARCELS A THROUGH D	0.831 AC±
PARCELS 1 THROUGH 5	8.432 AC±
STREET DEDICATIONS	11.878 AC±
TOTAL	30.830 AC±
DESIGNATED REMAINDER	0.221 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023403-LR, (VERSION 2) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

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 HYDRDCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWNG EASEMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

1. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 16 OF TRACT 4205.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

AS FOLLOWS:

PARCELS A THROUGH D FOR PURPOSES OF OPEN SPACES, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

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.

646

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

EXISTING BOUNDARY SHEET

REFERENCES

(R1) TRACT 4205, RIVER ISLANDS–PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 M&P 95)

MONUMENTATION NOTES

- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
- ⊙ FOUND MONUMENT PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

LINE AND CURVE TABLES FOR THIS SHEET ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°55'07"E	70.00'
L2	N2°19'03"W	60.21'
L3	N30°46'04"W	35.36'
L4	N14°13'56"E	63.00'
L5	N59°13'56"E	35.36'

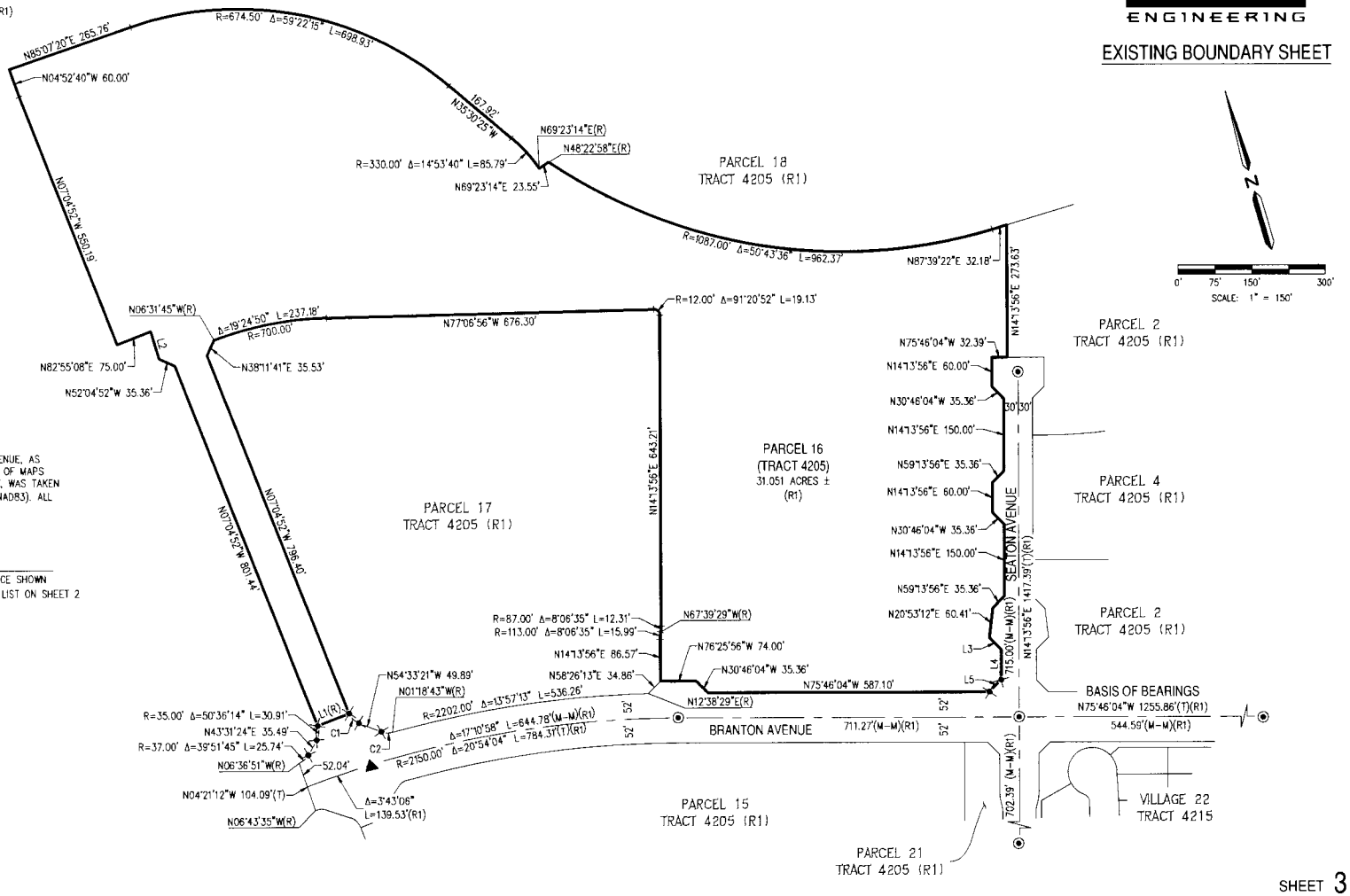
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	35.00	47°28'29"	29.00'
C2	37.00	36°45'23"	23.74'

BASIS OF BEARINGS

THE BEARING OF NORTH 75°46'04" WEST ALONG BRANTON AVENUE, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, 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.

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M–M)	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)	BEGIN CURVE TO CENTERLINE INTERSECTION
(T)	TOTAL
(B)	BOUNDARY
D.N./I.N.	DOCUMENT NUMBER, INSTRUMENT NUMBER
L.C.E.	LAKE CIRCULATION PIPELINE EASEMENT
L.F.E.	LAKE FILL PIPELINE EASEMENT
NAP	NOT A PART
R.F.E.	RIVER FILL PIPELINE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.D.E.	STORM DRAIN EASEMENT
W.E.	WALL EASEMENT
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
——– – ——–	CENTERLINE



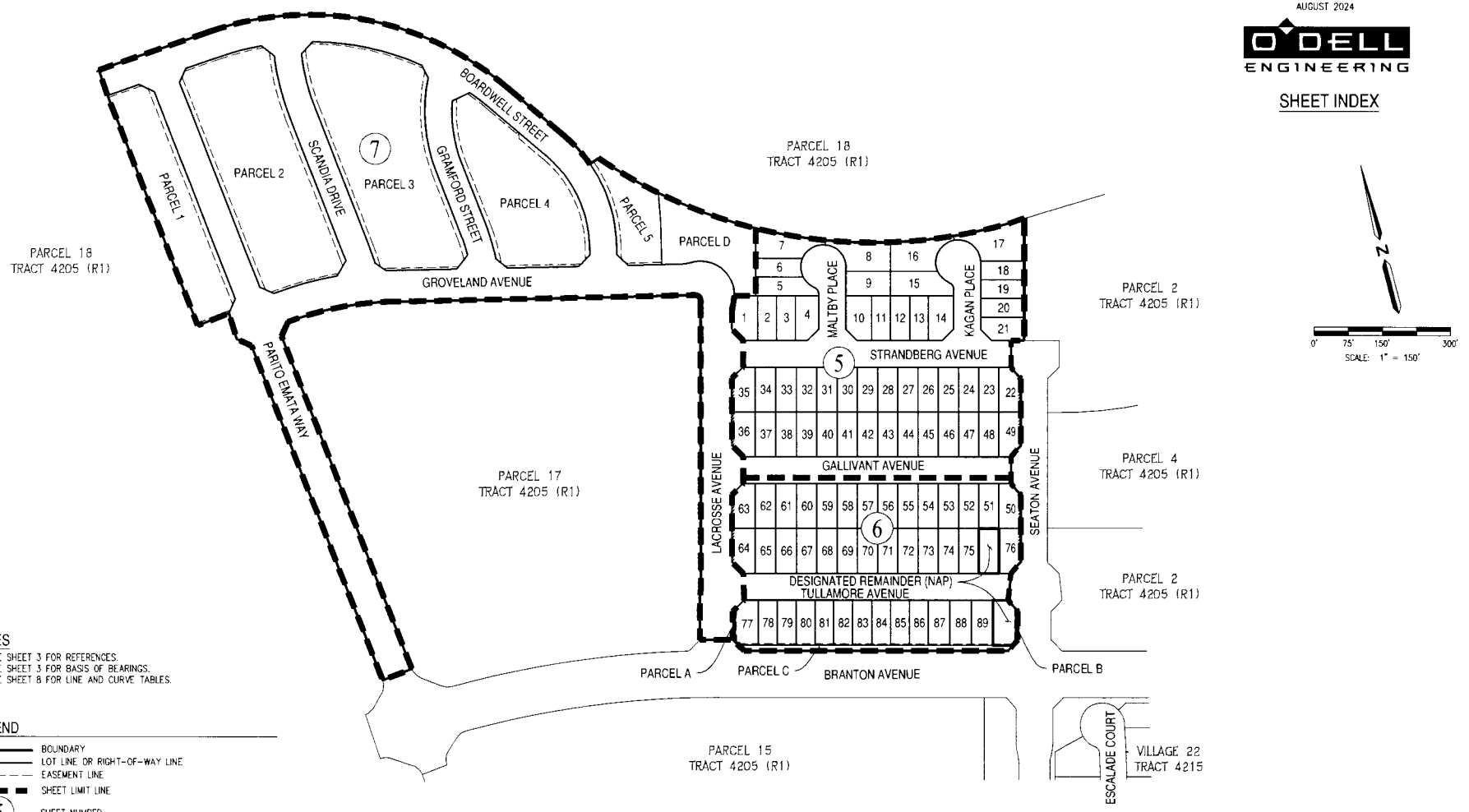
TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 16 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

SHEET INDEX



NOTES
1. SEE SHEET 3 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 8 FOR LINE AND CURVE TABLES.

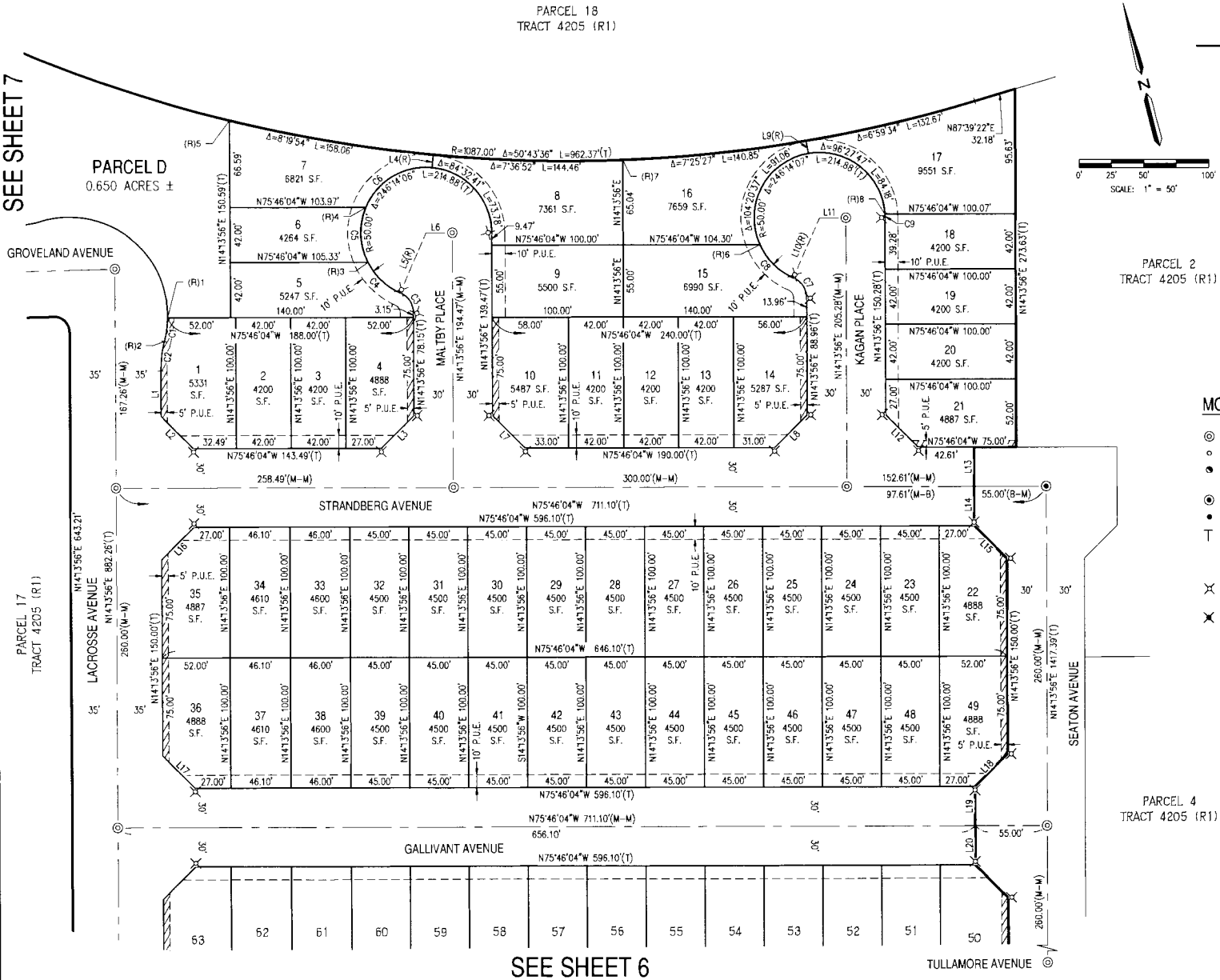
LEGEND
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- SHEET LIMIT LINE
- (5) SHEET NUMBER
- RESTRICTED ACCESS
- NAP NOT A PART

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 8 FOR LINE & 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)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⌶ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⌶ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

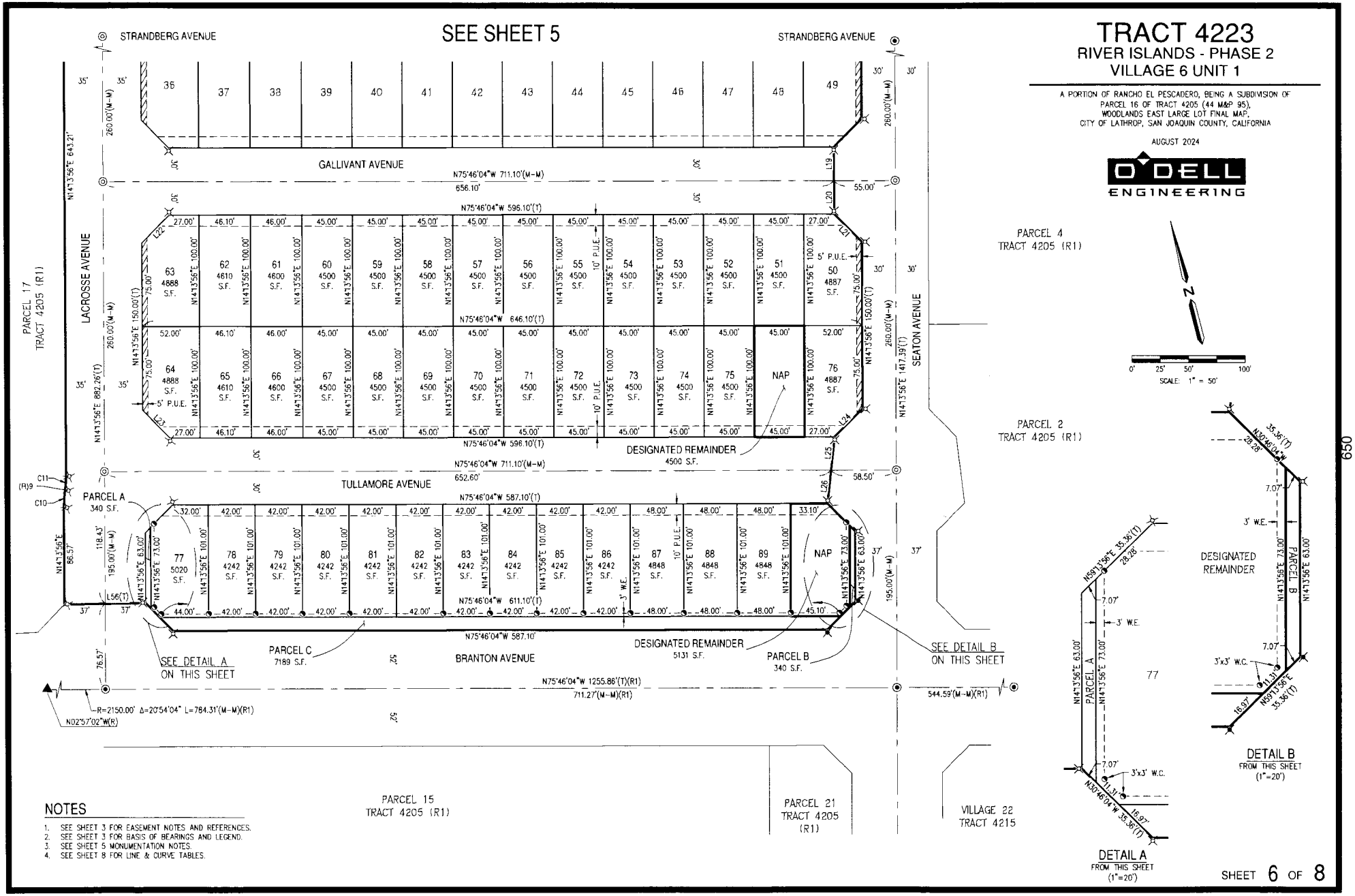
649

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

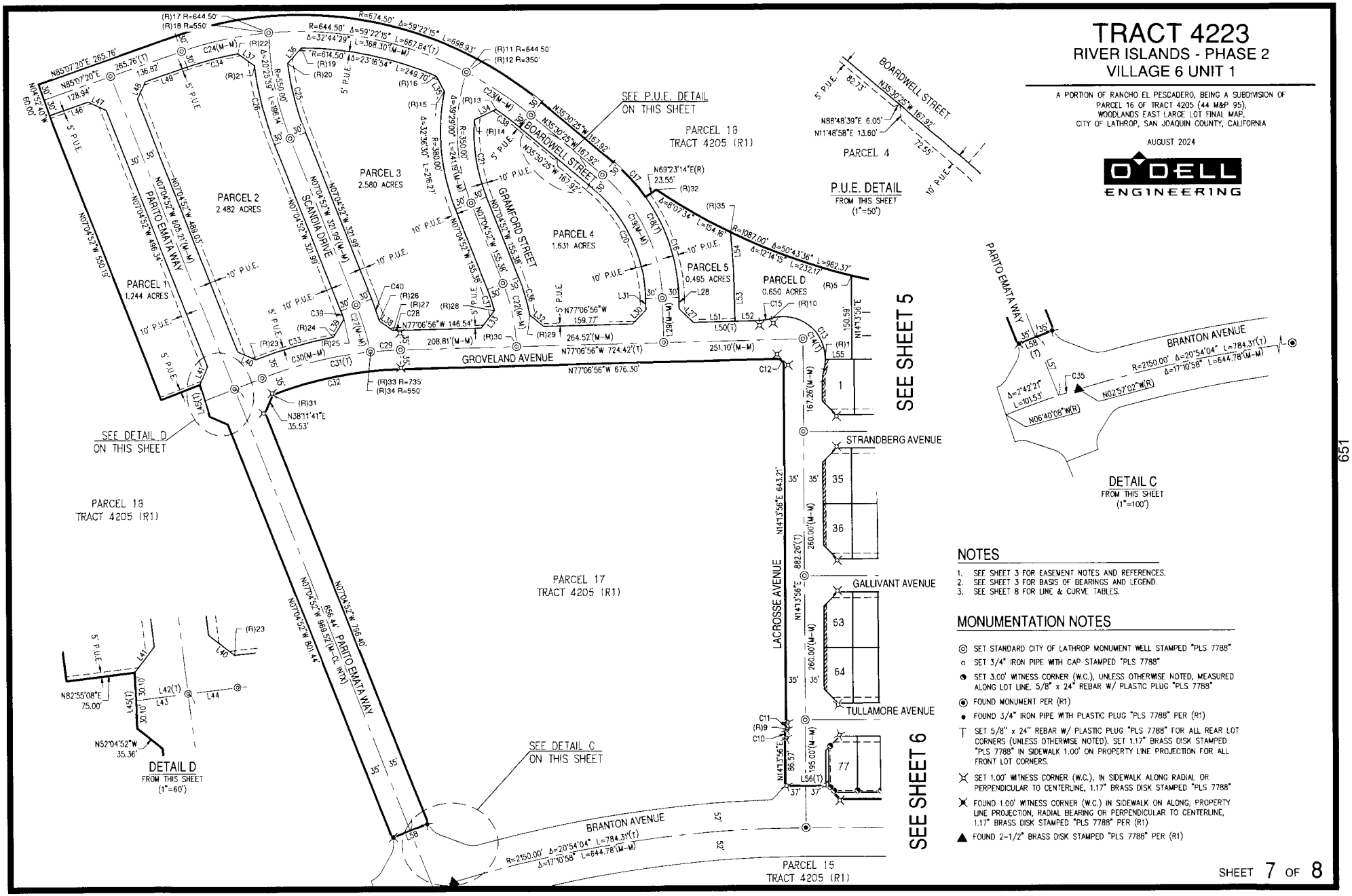
O'DELL ENGINEERING



NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 MONUMENTATION NOTES.
4. SEE SHEET 8 FOR LINE & CURVE TABLES.

650



TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 8 FOR LINE & 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)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊻ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⊼ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

651

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N14°13'56"E	34.51'
L2	N30°46'04"W	35.36'
L3	N59°13'56"E	35.36'
L4	N19°41'16"E	10.00'
L5	N37°59'50"E	50.00'
L6	N75°46'04"W	20.00'
L7	N30°46'04"W	35.36'
L8	N59°13'56"E	35.36'
L9	N4°38'56"E	10.00'
L10	N37°59'50"E	50.00'
L11	N75°46'04"W	20.00'
L12	N30°46'04"W	35.36'
L13	N14°13'56"E	30.00'
L14	N14°13'56"E	30.00'
L15	N30°46'04"W	35.36'
L16	N59°13'56"E	35.36'
L17	N30°46'04"W	35.36'
L18	N59°13'56"E	35.36'
L19	N14°13'56"E	30.00'
L20	N14°13'56"E	30.00'
L21	N30°46'04"W	35.36'
L22	N59°13'56"E	35.36'
L23	N30°46'04"W	35.36'
L24	N59°13'56"E	35.36'
L25	N20°53'12"E	30.20'
L26	N20°53'12"E	30.20'
L27	N32°06'56"W	35.36'
L28	N12°53'04"E	20.43'
L29	N12°53'04"E	80.43'

LINE TABLE		
LINE	DIRECTION	LENGTH
L30	N57°53'04"E	35.36'
L31	N12°53'04"E	20.43'
L32	N36°45'08"W	32.38'
L33	N51°29'37"E	39.07'
L34	N78°53'43"E	43.53'
L35	N13°16'22"W	31.33'
L36	N55°53'25"E	37.60'
L37	N39°16'13"W	36.45'
L38	N40°28'08"W	30.46'
L39	N44°14'41"E	38.10'
L40	N52°01'37"W	35.32'
L41	N37°55'08"E	35.36'
L42	N82°55'08"E	111.00'
L43	N82°55'08"E	57.50'
L44	N82°55'08"E	53.50'
L45	N2°19'03"W	60.21'
L46	N85°07'20"E	75.07'
L47	N50°58'46"W	36.03'
L48	N39°01'14"E	34.67'
L49	N85°07'20"E	80.64'
L50	N77°06'56"W	118.35'
L51	N77°06'56"W	74.93'
L52	N77°06'56"W	43.41'
L53	N12°53'04"E	94.00'
L54	N9°42'32"E	66.32'
L55	N75°46'04"W	48.00'
L56	N76°25'56"W	74.00'
L57	N7°04'52"W	113.09'
L58	N82°55'07"E	70.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	75.50	13°52'03"	18.27'
C2	87.00	14°56'58"	22.70'
C3	17.00	66°14'06"	19.65'
C4	50.00	39°32'01"	34.50'
C5	50.00	49°41'49"	43.37'
C6	50.00	72°27'35"	63.23'
C7	17.00	66°14'06"	19.65'
C8	50.00	42°18'29"	36.92'
C9	50.00	3°07'13"	2.72'
C10	113.00	8°06'35"	15.99'
C11	87.00	8°06'35"	12.31'
C12	12.00	91°20'52"	19.13'
C13	75.50	107°22'45"	141.50'
C14	75.50	121°14'48"	159.77'
C15	87.00	14°56'58"	22.70'
C16	330.00	33°29'50"	192.93'
C17	330.00	14°53'40"	85.79'
C18	330.00	48°23'29"	278.72'
C19	300.00	48°23'29"	253.38'
C20	270.00	48°23'29"	228.04'
C21	320.00	25°26'15"	142.07'
C22	350.00	19°06'13"	116.70'
C23	644.50	12°22'04"	139.12'
C24	644.50	14°15'41"	160.42'
C25	520.00	14°12'58"	129.02'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	580.00	14°36'28"	147.87'
C27	550.00	9°09'48"	87.96'
C28	770.00	0°52'56"	11.85'
C29	735.00	4°13'04"	54.11'
C30	735.00	15°44'52"	202.02'
C31	735.00	19°57'56"	256.12'
C32	700.00	19°24'50"	237.18'
C33	770.00	10°51'43"	145.98'
C34	614.50	8°48'37"	94.49'
C35	2150.00	1°00'46"	38.00'
C36	380.00	10°41'31"	70.91'
C37	320.00	7°11'01"	40.12'
C38	614.50	5°03'32"	54.26'
C39	520.00	1°40'54"	15.26'
C40	580.00	4°08'28"	41.92'

LINE TABLE		
LINE	DIRECTION	LENGTH
(R)1	N74°41'09"W	75.50'
(R)2	N60°49'06"W	75.50'
(R)3	N77°31'51"E	50.00'
(R)4	N52°46'20"W	50.00'
(R)5	N28°01'09"E	1087.00'
(R)6	N80°18'19"E	50.00'
(R)7	N12°04'23"E	1087.00'
(R)8	N78°53'16"W	50.00'
(R)9	N67°39'29"W	87.00'
(R)10	N2°03'54"W	87.01'
(R)11	N57°35'52"W	350.00'
(R)12	N42°07'31"E	644.50'
(R)13	N49°26'03"E	614.50'
(R)14	N71°38'37"W	320.00'
(R)15	N64°28'22"W	380.00'
(R)16	N37°55'38"E	614.50'
(R)17	N9°23'01"E	644.50'
(R)18	N76°38'53"W	550.00'
(R)19	N14°38'44"E	614.50'
(R)20	N82°51'54"W	520.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
(R)21	N82°28'24"W	580.00'
(R)22	N3°55'57"E	614.50'
(R)23	N6°58'23"W	770.00'
(R)24	N3°53'21"E	770.00'
(R)25	N84°36'02"E	520.00'
(R)26	N87°03'36"E	580.00'
(R)27	N12°00'08"E	770.00'
(R)28	N89°53'51"W	320.00'
(R)29	N86°23'21"W	380.00'
(R)30	N77°58'39"W	350.00'
(R)31	N6°31'45"W	700.00'
(R)32	N48°22'58"E	1087.00'
(R)33	N8°40'00"E	735.00'
(R)34	N87°55'04"W	550.00'
(R)35	N40°15'25"E	1087.00'

652

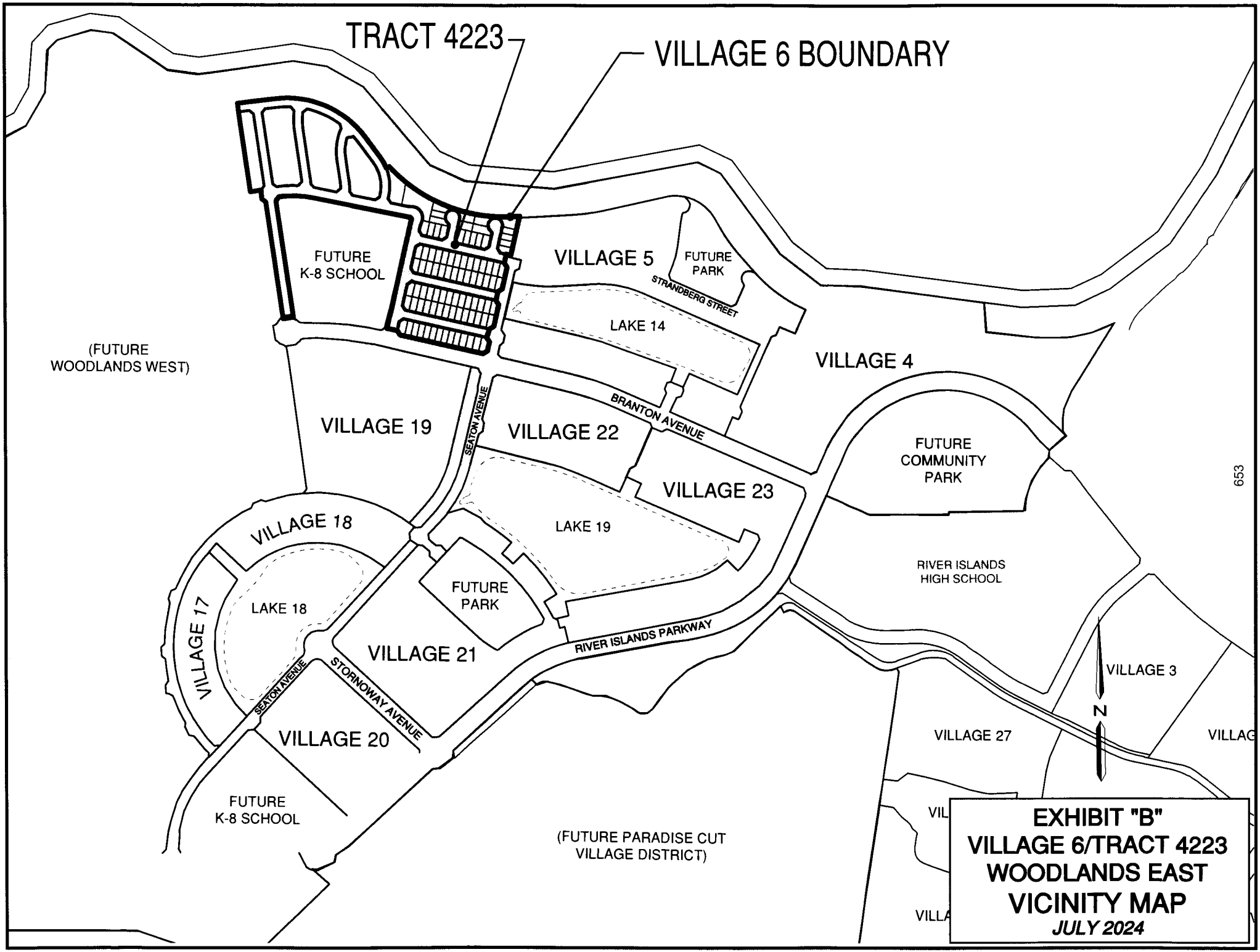

TRACT 4223
VILLAGE 6 BOUNDARY
FUTURE K-8 SCHOOL
VILLAGE 5
FUTURE PARK
STRANDBERG STREET
LAKE 14
(FUTURE WOODLANDS WEST)
VILLAGE 4
VILLAGE 19
SEATON AVENUE
VILLAGE 22
BRANTON AVENUE
FUTURE COMMUNITY PARK
VILLAGE 23
LAKE 19
VILLAGE 18
RIVER ISLANDS HIGH SCHOOL
FUTURE PARK
LAKE 18
VILLAGE 17
VILLAGE 21
RIVER ISLANDS PARKWAY
VILLAGE 3
SEATON AVENUE
STORNOWAY AVENUE
N
VILLAGE 20
VILLAGE 27
FUTURE K-8 SCHOOL
(FUTURE PARADISE CUT VILLAGE DISTRICT)
653
EXHIBIT "B"
VILLAGE 6/TRACT 4223
WOODLANDS EAST
VICINITY MAP
JULY 2024

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.

RIVEISL-01 LENGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2024

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

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

PRODUCER License # 0C36861
Los Angeles-Alliant Insurance Services, Inc.
333 S Hope St Ste 3700
Los Angeles, CA 90071

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Company	12537
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
River Islands Development Area 3, LLC
73 W. Stewart Rd.
Lathrop, CA 95330

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		ATN2418343P	3/19/2024	3/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Tract 4223
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.

CERTIFICATE HOLDER

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

CANCELLATION

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
[redacted]

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ATN2418343P

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

© Insurance Services Office, Inc., 2012

Policy# ATN2418343P

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a. **(1)** The Additional Insured is a Named Insured under such other insurance;

and

(2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis; and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

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

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

Policy: ATN2418343P

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.

EXHIBIT "D"

VILLAGE 6

UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

[redacted]
ENGINEERING
a Westwood company

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
VILLAGE 6
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 16, 2024
Job No.: 25505-35

Item	Description	Quantity	Unit	Unit Price	Amount
1	Concrete *(0% Completion)*	1	LS	$ 461,300.00	$ 461,300.00
2	AC Paving *(0% Completion)*	1	LS	$ 778,600.00	$ 778,600.00
3	Joint Trench *(60% Completion)*	1	LS	$ 733,000.00	$ 733,000.00
4	Wet Utilities *(95% Completion)*	1	LS	$ 142,000.00	$ 142,000.00
				TOTAL COST TO COMPLETE	**$ 2,114,900.00**

Notes:
1) Estimate for cost to complete based on contractor's note for Village 6 dated 7/15/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
VILLAGE 6 (162 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 11, 2024
Job No.: 25505-35

Item	Description	Quantity	Unit	Unit Price	Amount
	STREET WORK				
1	Fine Grading	520,000	SF	$ 0.45	$ 234,000.00
2	3" AC Paving	18,700	SF	$ 1.50	$ 28,050.00
3	4.5" AC Paving	268,400	SF	$ 2.25	$ 603,900.00
4	6" Aggregate Base	18,700	SF	$ 0.90	$ 16,830.00
5	8" Aggregate Base	268,400	SF	$ 1.20	$ 322,080.00
6	Vertical Curb and Gutter *(with AB cushion)*	7,560	LF	$ 15.00	$ 113,400.00
7	Rolled Curb and Gutter *(with AB cushion)*	8,080	LF	$ 15.00	$ 121,200.00
8	Type F Median Curb *(with AB cushion)*	200	LF	$ 18.00	$ 3,600.00
9	Concrete Sidewalk	92,300	SF	$ 5.00	$ 461,500.00
10	Driveway Approach	162	EA	$ 600.00	$ 97,200.00
11	Handicap Ramps	26	EA	$ 2,500.00	$ 65,000.00
12	Survey Monuments	18	EA	$ 300.00	$ 5,400.00
13	Traffic Striping & Signage	8,400	LF	$ 5.00	$ 42,000.00
14	Dewatering *(budget)*	8,400	LF	$ 100.00	$ 840,000.00
	Subtotal Street Work				$ 2,954,160.00
	STORM DRAIN				
15	Catch Basins *(type I inlet)*	5	EA	$ 2,400.00	$ 12,000.00
16	Catch Basins *(type I inlet over type I manhole base)*	38	EA	$ 2,800.00	$ 106,400.00
17	Catch Basins *(type I inlet over type II manhole base)*	10	EA	$ 5,000.00	$ 50,000.00
18	Catch Basins *(type C inlet)*	3	EA	$ 2,400.00	$ 7,200.00
19	Catch Basins *(type C inlet over type I manhole base)*	10	EA	$ 2,800.00	$ 28,000.00
20	15" Storm Drain Pipe *(polypropylene)*	1,150	LF	$ 18.00	$ 20,700.00
21	15" Storm Drain Pipe *(class v RCP)*	590	LF	$ 34.00	$ 20,060.00
22	18" Storm Drain Pipe *(polypropylene)*	590	LF	$ 20.00	$ 11,800.00
23	18" Storm Drain Pipe *(class v RCP)*	440	LF	$ 46.00	$ 20,240.00
24	24" Storm Drain Pipe *(polypropylene)*	2,490	LF	$ 31.00	$ 77,190.00
25	24" Storm Drain Pipe *(class v RCP)*	260	LF	$ 65.00	$ 16,900.00
26	30" Storm Drain Pipe *(polypropylene)*	510	LF	$ 45.00	$ 22,950.00
27	30" Storm Drain Pipe *(class v RCP)*	60	LF	$ 80.00	$ 4,800.00
28	36" Storm Drain Pipe *(polypropylene)*	670	LF	$ 60.00	$ 40,200.00
29	42" Storm Drain Pipe *(RCP)*	370	LF	$ 120.00	$ 44,400.00
30	Manholes *(type I)*	4	EA	$ 3,000.00	$ 12,000.00
31	Manholes *(type II)*	4	EA	$ 5,000.00	$ 20,000.00
32	Connect to Existing	3	EA	$ 1,700.00	$ 5,100.00
	Subtotal Storm Drain				$ 519,940.00

Item	Description	Quantity	Unit	Unit Price	Amount
	SANITARY SEWER				
33	8" Sanitary Sewer Pipe *(PVC)*	6,040	LF	$ 28.00	$ 169,120.00
34	Manholes *(type I)*	21	EA	$ 4,000.00	$ 84,000.00
35	Manholes *(type I w/ 60" Barrel)*	2	EA	$ 4,000.00	$ 8,000.00
36	Sewer Service	162	EA	$ 600.00	$ 97,200.00
37	Connect to Existing	4	EA	$ 3,000.00	$ 12,000.00
38	Sanitary Sewer Stub & Plug	2	EA	$ 1,000.00	$ 2,000.00
	Subtotal Sanitary Sewer				$ 372,320.00
	WATER SUPPLY				
39	8" Water Line *(including all appurtenances) (PVC)*	8,460	LF	$ 32.00	$ 270,720.00
40	Water Service	162	EA	$ 2,000.00	$ 324,000.00
41	2" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
42	3" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
43	Fire Hydrants	17	EA	$ 4,000.00	$ 68,000.00
44	Temporary Blow Off Valve	4	EA	$ 1,000.00	$ 4,000.00
45	8" Resilient Gate Valve	48	EA	$ 1,550.00	$ 74,400.00
46	Connect to Existing	5	EA	$ 4,000.00	$ 20,000.00
47	Water Stub & Plug	4	EA	$ 1,000.00	$ 4,000.00
	Subtotal Water Supply				$ 769,120.00
	NON-POTABLE WATER				
48	8" Non-potable Water Line *(including all appurtenances) (PVC)*	3,480	LF	$ 35.00	$ 121,800.00
49	2" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
50	3" Water Lateral	1	EA	$ 2,000.00	$ 2,000.00
51	Air Release Valve	3	EA	$ 2,500.00	$ 7,500.00
52	Blow Off Valve	3	EA	$ 4,000.00	$ 12,000.00
53	Temporary Blow Off Valve	3	EA	$ 1,000.00	$ 3,000.00
54	Connect to Existing	3	EA	$ 3,000.00	$ 9,000.00
55	Non-Potable Water Stub & Plug	3	EA	$ 1,000.00	$ 3,000.00
	Subtotal Non-Potable Water				$ 160,300.00
	JOINT TRENCH & STREET LIGHTING				
56	Joint Trench and Street Lighting *(including all appurtenances - lump sum)*	1	EA	$ 2,800,000.00	2,800,000.00
	Subtotal Joint Trench & Street Lighting				$ 2,800,000.00
	TOTAL CONSTRUCTION COST (nearest $1,000)				**$ 7,576,000.00**

Notes:

1) This estimate does not include surveying, engineering, landscaping, irrigation, or street trees.
2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
3) Joint trench and street lighting based on Power Systems Design estimate to O'Dell Engineering.

ATTACHMENT
" D "

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

August 12, 2024

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 4223; Escrow No. 1214023403

Dear Lori:

This letter constitutes the joint escrow instructions ("***Escrow Instructions***") of River Islands Development Area 3, LLC, a Delaware limited liability company ("***RIDA3***") 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 RIDA3 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by RIDA3, subject to satisfaction of the conditions set forth below (each a "***Closing***"). If the Final Map has not been recorded by June 30, 2025, 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 RIDA3 for recordation in the Official Records of San Joaquin County, California ("***Official Records***").

B.1. One original Final Map for Tract 4223, 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. 9 (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 RIDA3).

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 RIDA3).

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

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), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdellosso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA3, 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 RIDA3 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 RIDA3.

- 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 **$84,530.05**, 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 **$3,774.00** multiplied by **22.398** 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 (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (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;

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 RIDA3 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 3, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

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

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 3, 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

(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	Susan Dell'Osso 7/18/2024 Date
City Manager	President
City of Lathrop	River Islands Development Area 3, LLC

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

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA3 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 RIDA3 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

NINTH 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. 9

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 Ninth 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 Ninth 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: _____, 2024.

By: _____
Teresa Vargas, 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. 9
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 9 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.	Legal Description of Property
RIVER ISLANDS DEVELOPMENT AREA 3, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-630-01 (Por.)	Parcel 16 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 9

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

** On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

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 #2)

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 3, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. **Approval of Annexation**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Facilities and Services**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. **Approval of the Appropriations Limit**. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. **Waivers and Vote.** The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. **Recordation of Amendment to Notice of Special Tax Lien.** The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. **Authority Warranted**. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. **Due Diligence and Disclosures.** The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. **Agreements.** The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. **The Property.** The Property is identified as follows:

Assessor's Parcel No. 213-630-01 (Por.)

Property Address: N/A

Legal Description of Property: Parcel 16 of Tract 4205 as shown in the Large Lot Final Map recorded in the office of the San Joaquin County Recorder on April 24, 2024, in Book 44 of Maps and Plats, at Page 95 as Document Number 2024-033794.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 3, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 3, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

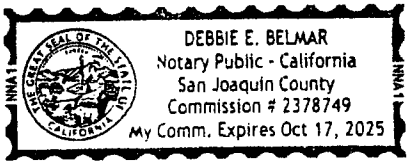
(Attach acknowledgment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)

On July 19, 2024, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Debbie E. Belmar
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

☐ Signer's Name: _____	☐ 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 or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____
_____	_____

EXHIBIT A

CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"Authorized Services" means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"CFD" means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Development Agreement" means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

"Facilities Special Tax" means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Review Process" means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Taxes" means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

"Non-Residential Square Footage" means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"Proportionately" means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property. For the Facilities Special Tax, "Proportionately" means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"Public Property" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

"Residential Property" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. ***All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.*** Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$ 0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$ 0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$ 0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$ 0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	$ 0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Multi-Family Property	Not Applicable	$ 0.00 per Unit	$ 0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. Reduction of the Maximum Special Taxes

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 9

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)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$432.29 per SFD Lot	$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$349.02 per SFD Lot	$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$320.21 per SFD Lot	$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$272.18 per SFD Lot	$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$252.96 per SFD Lot	$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

** On July 1, 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:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	$0.00 per SFD Lot	$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	$0.00 per SFD Lot	$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	$0.00 per SFD Lot	$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	$0.00 per SFD Lot	$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	$0.00 per SFD Lot	$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Multi-Family Property	Not Applicable	$0.00 per Unit	$0.00 per Unit
Non-Residential Property	Not Applicable	$0.00 per Non-Residential Square Foot	$0.00 per Non-Residential Square Foot

* *On July 1, 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.*

ATTACHMENT "E"

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 16 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4223, RIVER ISLANDS – PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MALTBY PLACE, KAGAN PLACE, STRANDBERG AVENUE, GALLIVANT AVENUE, GROVELAND AVENUE, LACROSSE AVENUE, BOARDWELL STREET, GRAMFORD STREET, SCANDIA DRIVE, TULLAMORE AVENUE AND PARITO EMATA WAY 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 A THROUGH 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.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 4, 10, 14, 21, 22, 35, 36, 49, 50, 63, 64 AND 76 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////////, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 5 AS SHOWN ON THIS MAP FOR FUTURE DEVELOPMENT.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____
NAME: SUSAN DELL'OSSO DATE
ITS: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED JULY 2, 2024, AS DOCUMENT NUMBER 2024-054840, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.

BY: _____
NAME: _____
ITS: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

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 4223, RIVER ISLANDS–PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 4, 10, 14, 21, 22, 35, 36, 49, 50, 63, 64 AND 76 ALONG THE LOTS 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 THROUGH D, AND ACCEPTED THE OFFER OF DEDICATION OF MALTBY PLACE, KAGAN PLACE, STRANDBERG AVENUE, GALLIVANT AVENUE, GROVELAND AVENUE, LACROSSE AVENUE, BOARDWELL STREET, GRAMFORD STREET, SCANDIA DRIVE, TULLAMORE AVENUE AND PARITO EMATA WAY AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (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

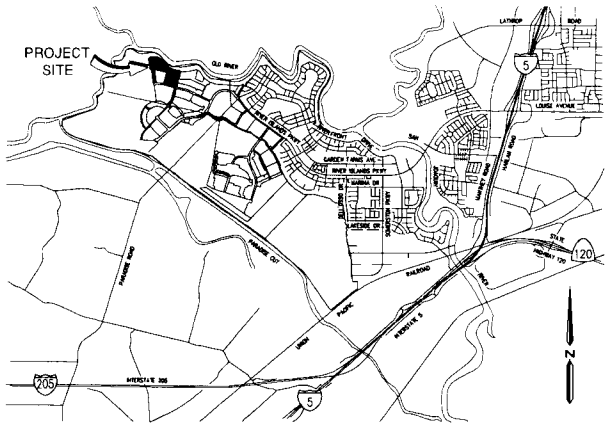
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4223, RIVER ISLANDS–PHASE 2, VILLAGE 6 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4223 RIVER ISLANDS – PHASE 2, VILLAGE 6 UNIT 1", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL OF THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

_____
DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

PROFESSIONAL LAND SURVEYOR · DARRYL A. ALEXANDER · No. L 5071 · STATE OF CALIFORNIA

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 CALIFIA, LLC, ON MARCH 15, 2024. 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 JULY 1, 2025, 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 _____, 2024.

_____
DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR · DYLAN CRAWFORD · No. 7788 · STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4223, RIVER ISLANDS – PHASE 2, VILLAGE 6 FINAL MAP, CONTAINS 89 RESIDENTIAL LOTS WITH A TOTAL OF 9.689 ACRES, MORE OR LESS, PARCELS A THROUGH D CONTAINING 0.831 ACRES, MORE OR LESS, PARCELS 1 THROUGH 5 CONTAINING 8.432 ACRES, MORE OR LESS AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 11.878 ACRES, MORE OR LESS, AND A DESIGNATED REMAINDER OF 0.221 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4223 AREA SUMMARY	
LOTS 1 THROUGH 89	9.689 AC±
PARCELS A THROUGH D	0.831 AC±
PARCELS 1 THROUGH 5	8.432 AC±
STREET DEDICATIONS	11.878 AC±
TOTAL	30.830 AC±
DESIGNATED REMAINDER	0.221 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023403-LR, (VERSION 2) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 _____, 2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SIGNATURE OMISSIONS

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

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

THE FOLLOWING EASEMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

1. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES DEDICATED PER TRACT 4205 FINAL MAP RECORDED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN PARCEL 16 OF TRACT 4205.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS DEVELOPMENT AREA 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

AS FOLLOWS:

PARCELS A THROUGH D FOR PURPOSES OF OPEN SPACES, LANDSCAPING, PUBLIC UTILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

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.

691

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

EXISTING BOUNDARY SHEET

REFERENCES

(R1) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 M&P 95)

MONUMENTATION NOTES

- FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
- FOUND MONUMENT PER (R1)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

LINE AND CURVE TABLES FOR THIS SHEET ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°55'07"E	70.00'
L2	N27°19'03"W	60.21'
L3	N30°46'04"W	35.36'
L4	N14°13'56"E	63.00'
L5	N59°13'56"E	35.36'

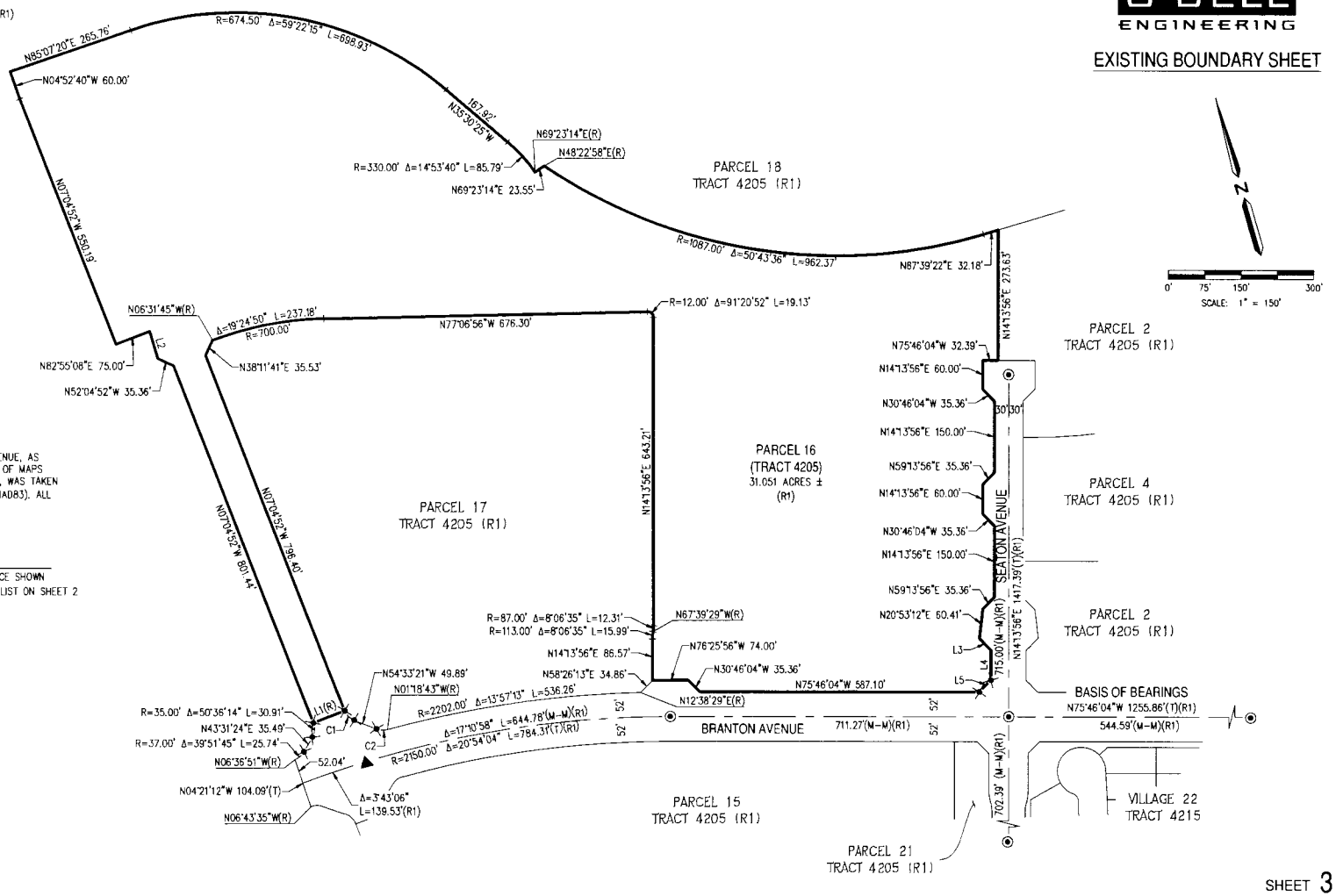
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	35.00	47°28'29"	29.00'
C2	37.00	36°45'23"	23.74'

BASIS OF BEARINGS

THE BEARING OF NORTH 75°46'04" WEST ALONG BRANTON AVENUE, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, 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.

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M–M)	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)	BEGIN CURVE TO CENTERLINE INTERSECTION
(T)	TOTAL
(B)	BOUNDARY
D.N./I.N.	DOCUMENT NUMBER, INSTRUMENT NUMBER
L.C.E.	LAKE CIRCULATION PIPELINE EASEMENT
L.F.E.	LAKE FILL PIPELINE EASEMENT
NAP	NOT A PART
R.F.E.	RIVER FILL PIPELINE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.D.E.	STORM DRAIN EASEMENT
W.E.	WALL EASEMENT
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
—— - ——	CENTERLINE



692

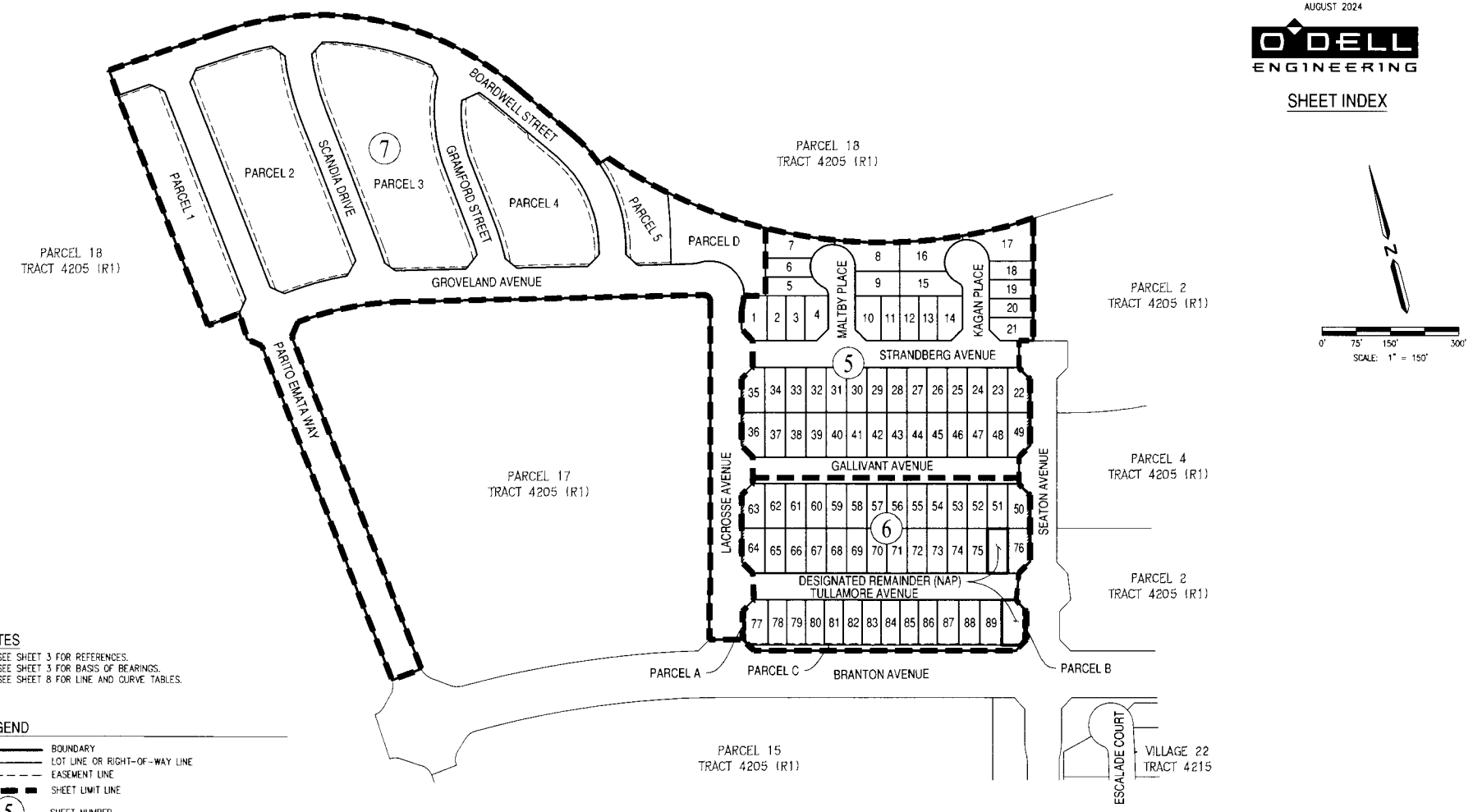
TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 16 OF TRACT 4205 (44 M&P 95),
WOODLANDS EAST LARGE LOT FINAL MAP,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

SHEET INDEX



N

0' 75' 150' 300'
SCALE: 1" = 150'

NOTES
1. SEE SHEET 3 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 8 FOR LINE AND CURVE TABLES.

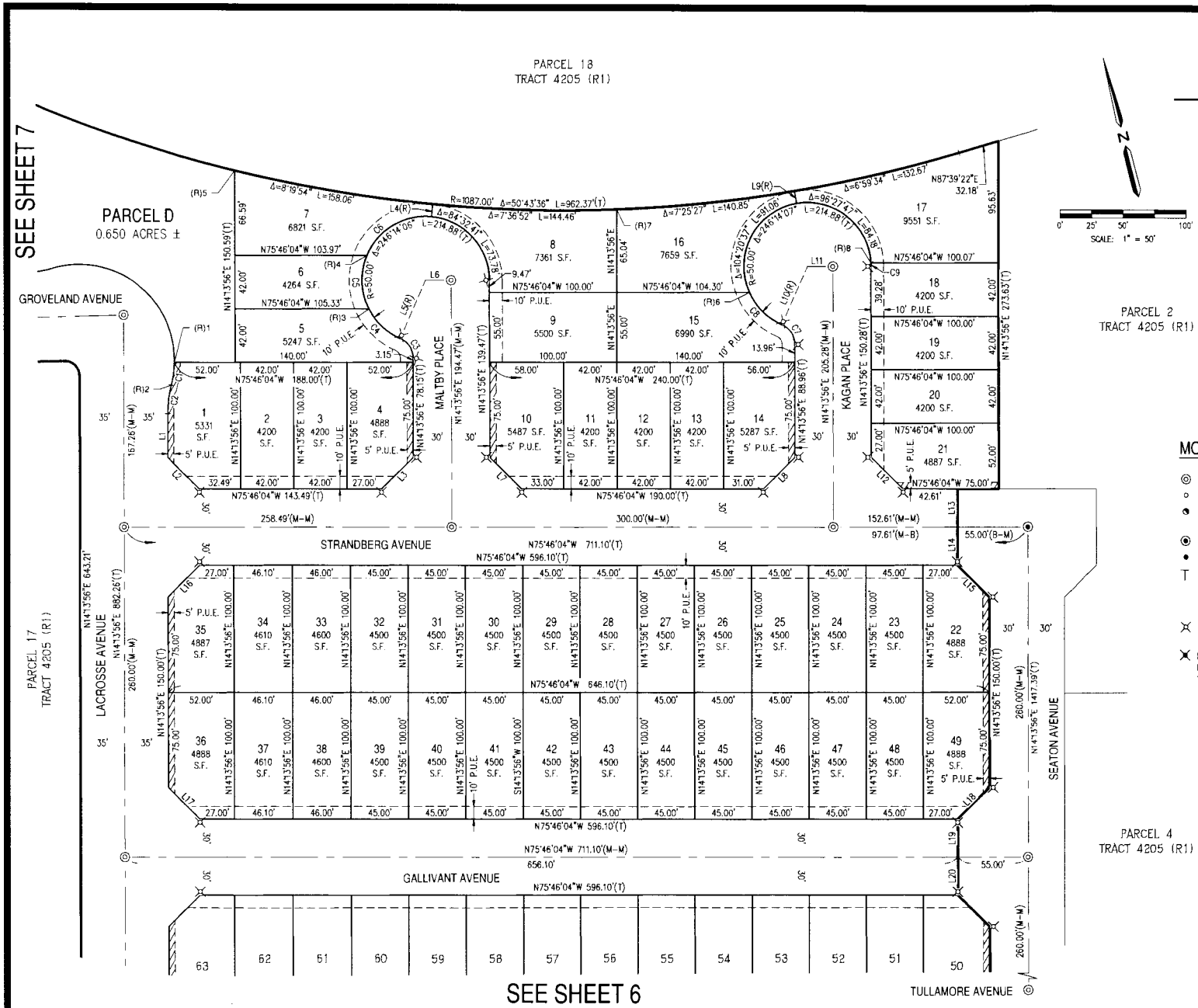
LEGEND
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- SHEET LIMIT LINE
- (5) SHEET NUMBER
- RESTRICTED ACCESS
- NAP NOT A PART

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 8 FOR LINE & 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)
- 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 PROJECTION FOR ALL FRONT LOT CORNERS.
- ⌧ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ⌧ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)

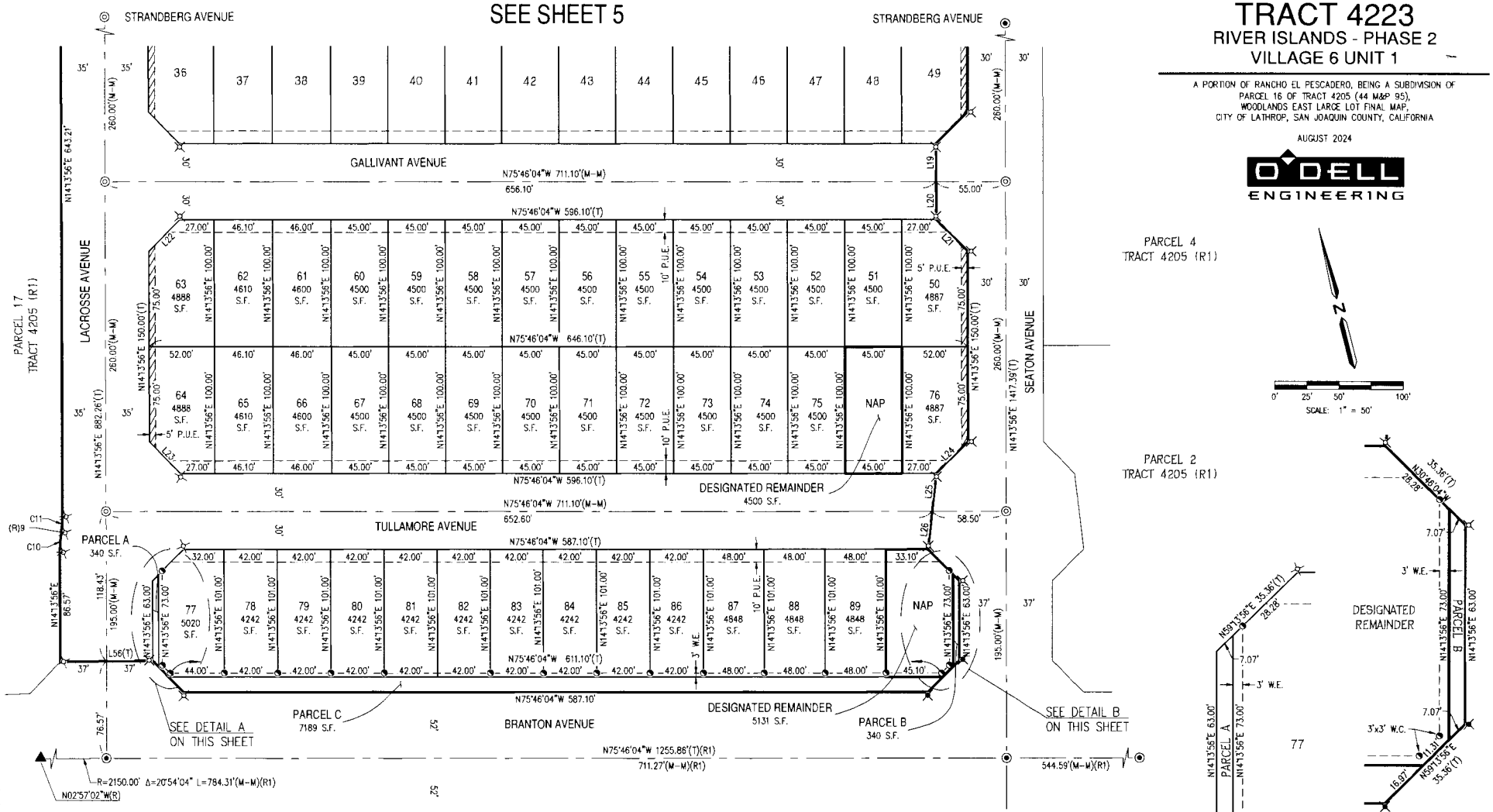
694

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

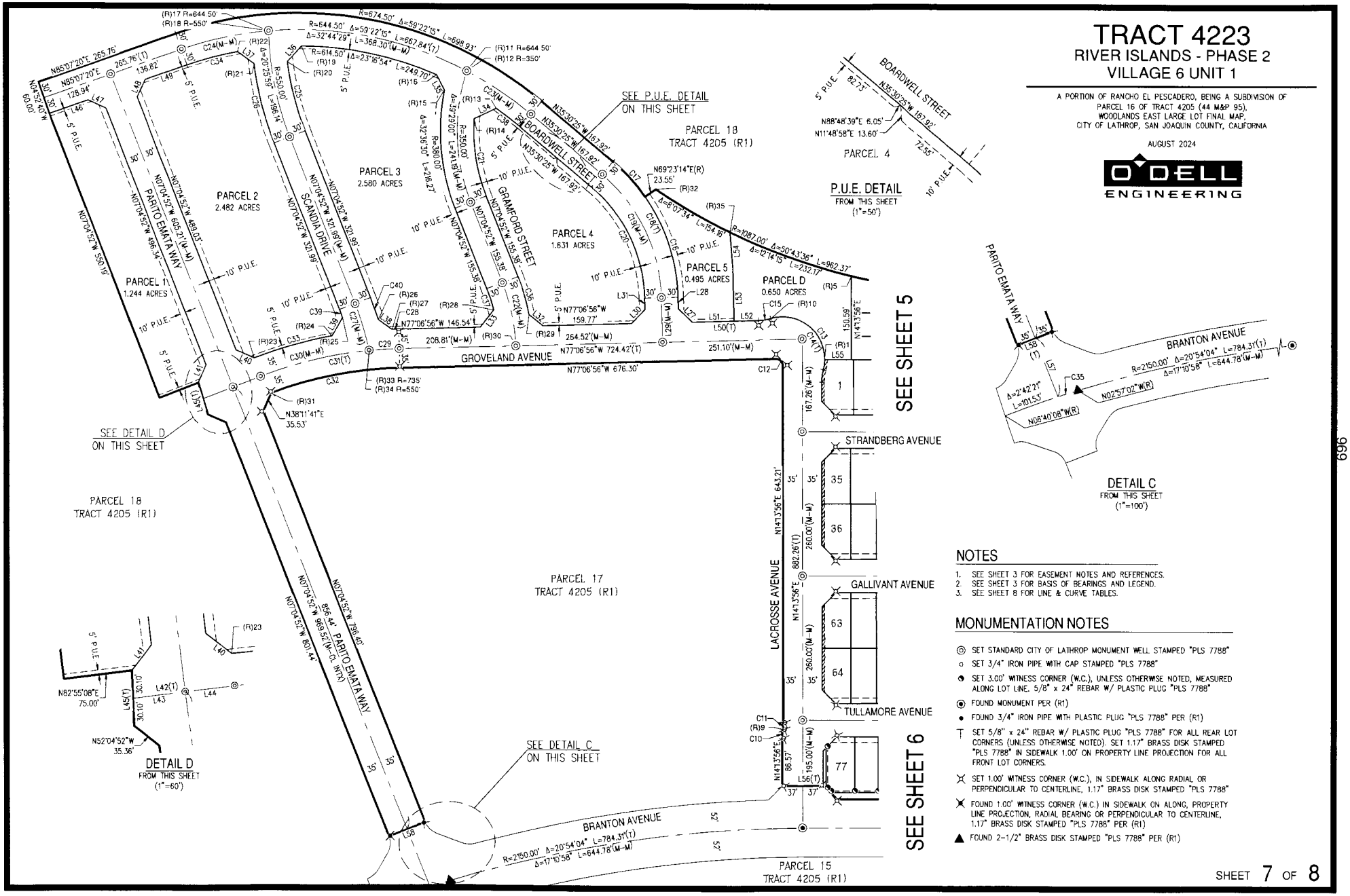
AUGUST 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 MONUMENTATION NOTES.
4. SEE SHEET 8 FOR LINE & CURVE TABLES.



TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 3 FOR EASEMENT NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 8 FOR LINE & CURVE TABLES.

MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- o 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)
- ⊤ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ✕ FOUND 1.00' WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

TRACT 4223
RIVER ISLANDS - PHASE 2
VILLAGE 6 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 16 OF TRACT 4205 (44 M&P 95), WOODLANDS EAST LARGE LOT FINAL MAP, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N14°13'56"E	34.51'
L2	N30°46'04"W	35.36'
L3	N59°13'56"E	35.36'
L4	N19°41'16"E	10.00'
L5	N37°59'50"E	50.00'
L6	N75°46'04"W	20.00'
L7	N30°46'04"W	35.36'
L8	N59°13'56"E	35.36'
L9	N4°38'56"E	10.00'
L10	N37°59'50"E	50.00'
L11	N75°46'04"W	20.00'
L12	N30°46'04"W	35.36'
L13	N14°13'56"E	30.00'
L14	N14°13'56"E	30.00'
L15	N30°46'04"W	35.36'
L16	N59°13'56"E	35.36'
L17	N30°46'04"W	35.36'
L18	N59°13'56"E	35.36'
L19	N14°13'56"E	30.00'
L20	N14°13'56"E	30.00'
L21	N30°46'04"W	35.36'
L22	N59°13'56"E	35.36'
L23	N30°46'04"W	35.36'
L24	N59°13'56"E	35.36'
L25	N20°53'12"E	30.20'
L26	N20°53'12"E	30.20'
L27	N32°06'56"W	35.36'
L28	N12°53'04"E	20.43'
L29	N12°53'04"E	80.43'

LINE TABLE		
LINE	DIRECTION	LENGTH
L30	N57°53'04"E	35.36'
L31	N12°53'04"E	20.43'
L32	N36°45'08"W	32.38'
L33	N51°29'37"E	39.07'
L34	N78°53'43"E	43.53'
L35	N13°16'22"W	31.33'
L36	N55°53'25"E	37.60'
L37	N39°16'13"W	36.45'
L38	N40°28'08"W	30.46'
L39	N44°14'41"E	38.10'
L40	N52°01'37"W	35.32'
L41	N37°55'08"E	35.36'
L42	N82°55'08"E	111.00'
L43	N82°55'08"E	57.50'
L44	N82°55'08"E	53.50'
L45	N2°19'03"W	60.21'
L46	N85°07'20"E	75.07'
L47	N50°58'46"W	36.03'
L48	N39°01'14"E	34.67'
L49	N85°07'20"E	80.64'
L50	N77°06'56"W	118.35'
L51	N77°06'56"W	74.93'
L52	N77°06'56"W	43.41'
L53	N12°53'04"E	94.00'
L54	N9°42'32"E	66.32'
L55	N75°46'04"W	48.00'
L56	N76°25'56"W	74.00'
L57	N7°04'52"W	113.09'
L58	N82°55'07"E	70.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	75.50	13°52'03"	18.27'
C2	87.00	14°56'58"	22.70'
C3	17.00	66°14'06"	19.65'
C4	50.00	39°32'01"	34.50'
C5	50.00	49°41'49"	43.37'
C6	50.00	72°27'35"	63.23'
C7	17.00	66°14'06"	19.65'
C8	50.00	42°18'29"	36.92'
C9	50.00	3°07'13"	2.72'
C10	113.00	8°06'35"	15.99'
C11	87.00	8°06'35"	12.31'
C12	12.00	91°20'52"	19.13'
C13	75.50	107°22'45"	141.50'
C14	75.50	121°14'48"	159.77'
C15	87.00	14°56'58"	22.70'
C16	330.00	33°29'50"	192.93'
C17	330.00	14°53'40"	85.79'
C18	330.00	48°23'29"	278.72'
C19	300.00	48°23'29"	253.38'
C20	270.00	48°23'29"	228.04'
C21	320.00	25°26'15"	142.07'
C22	350.00	19°06'13"	116.70'
C23	644.50	12°22'04"	139.12'
C24	644.50	14°15'41"	160.42'
C25	520.00	14°12'58"	129.02'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	580.00	14°36'28"	147.87'
C27	550.00	9°09'48"	87.96'
C28	770.00	0°52'56"	11.85'
C29	735.00	4°13'04"	54.11'
C30	735.00	15°44'52"	202.02'
C31	735.00	19°57'56"	256.12'
C32	700.00	19°24'50"	237.18'
C33	770.00	10°51'43"	145.98'
C34	614.50	8°48'37"	94.49'
C35	2150.00	1°00'46"	38.00'
C36	380.00	10°41'31"	70.91'
C37	320.00	7°11'01"	40.12'
C38	614.50	5°03'32"	54.26'
C39	520.00	1°40'54"	15.26'
C40	580.00	4°08'28"	41.92'

LINE TABLE		
LINE	DIRECTION	LENGTH
(R)1	N74°41'09"W	75.50'
(R)2	N60°49'06"W	75.50'
(R)3	N77°31'51"E	50.00'
(R)4	N52°46'20"W	50.00'
(R)5	N28°01'09"E	1087.00'
(R)6	N80°18'19"E	50.00'
(R)7	N12°04'23"E	1087.00'
(R)8	N78°53'16"W	50.00'
(R)9	N67°39'29"W	87.00'
(R)10	N2°03'54"W	87.01'
(R)11	N57°35'52"W	350.00'
(R)12	N42°07'31"E	644.50'
(R)13	N49°26'03"E	614.50'
(R)14	N71°38'37"W	320.00'
(R)15	N64°28'22"W	380.00'
(R)16	N37°55'38"E	614.50'
(R)17	N9°23'01"E	644.50'
(R)18	N76°38'53"W	550.00'
(R)19	N14°38'44"E	614.50'
(R)20	N82°51'54"W	520.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
(R)21	N82°28'24"W	580.00'
(R)22	N3°55'57"E	614.50'
(R)23	N6°58'23"W	770.00'
(R)24	N3°53'21"E	770.00'
(R)25	N84°36'02"E	520.00'
(R)26	N87°03'36"E	580.00'
(R)27	N12°00'08"E	770.00'
(R)28	N89°53'51"W	320.00'
(R)29	N86°23'21"W	380.00'
(R)30	N77°58'39"W	350.00'
(R)31	N6°31'45"W	700.00'
(R)32	N48°22'58"E	1087.00'
(R)33	N8°40'00"E	735.00'
(R)34	N87°55'04"W	550.00'
(R)35	N40°15'25"E	1087.00'

PAGE LEFT INTENTIONALLY BLANK

ITEM 4.23

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 8 UNDEVELOPABLE PARCELS IN TRACT 4235 WITHIN THE WEST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving a Large Lot Final Map for Tract 4235 within the West Village District, Totaling 8 Undevelopable Parcels, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC**

SUMMARY:

The developer, River Islands Development Area 1, LLC (River Islands) proposes approval of the Large Lot Final Map (LLFM) Tract 4235, included as Attachment "C". The LLFM Tract 4235 will create large "blocks" of land consistent with future proposed small lot final maps within the West Village District. The approval of LLFM Tract 4235 provides the ability to process small lot final maps in an orderly fashion where one small map does not depend on another, providing River Islands with greater flexibility in the order in which they sell neighborhoods within the West Village District. City Council previously approved LLFM's for Tract 3876 East Village District, Tract 3908 Lakeside East District (Stage 2A), Tract 4149 West Village District, and Tract 4205 Woodlands East District for the same purpose.

Staff recommends that the City Council approve the proposed LLFM and Subdivision Improvement Agreement (SIA), included as Attachment "D", for Tract 4235, 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. The Project included certification of a subsequent environmental impact report, general plan amendment to the land use map, and text revisions to the land use element and circulation element. Amendments to the West Lathrop Specific Plan and Urban Design concept, zoning map and zoning text amendments, a Preliminary Development Plan and Vesting Tentative Subdivision Map, sixth amendment to the 2003 Development Agreement, and the Phase 2 Parks and Open Space Master Plan were also approved.

Tract 4235, the proposed LLFM, would create 8 undevelopable parcels within the West Village District of River Islands, located on the west side of the San Joaquin River, north of Union Pacific Railroad.

As required by Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

The approval of Tract 4235 includes an SIA for the guarantee of the unfinished portions of Addison Avenue and Blue Canyon Avenue, as detailed in Table 1 below. The SIA associated with Tract 4235 is focused on the guarantee of this portion of the collector and arterial roads.

Table 1 – Bond Details

Unfinished Improvement Total:	$377,400
Performance Bond (110% of Unfinished Improvements) Bond No. 0844460	$415,140
Labor & Materials Bond (50% of Performance Bond) Bond No. 0844460	$207,570

As a precondition to record Tract 4235, River Islands must satisfy the Escrow Instructions, included as Attachment "E", by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands and the City mutually agree that a large lot subdivision map for each new district within the River Islands project is beneficial, since it allows for the orderly recordation of small lot final maps that create buildable lots in the future. Since River Islands does not know which tracts (Villages) within the Woodlands East District will record first, the large lot map allows for a small lot final map to be recorded in any order, with proper performance guarantees and security and any easements necessary for access. All final maps that create buildable lots will require an SIA and will require security for unfinished and/or deferred improvements associated with each tract/village. River Islands has also completed the following required items necessary for approval:

	Documents	Status
1.	Large Lot Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Collector and Arterial Road Improvements	Received
4.	Labor and Materials Security – Uncompleted Collector and Arterial Road Improvements	Received
5.	Street Improvement Plans	Completed
6.	Geotechnical Report	Completed
7.	Submitted Certificate of Insurance	Completed
8.	Submitted Preliminary Guarantee of Title	Completed
9.	Escrow Instructions	Completed

Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	N/A

The above-noted documents and fees are required by the VTM 6716 conditions of approval prior to approval of the Large Lot Final Map by City Council. The guarantee is in the form of the Subdivision Improvement Agreement with security and improvement plans.

Extensive off-site improvements to serve West Village District have already been completed; including construction of levees, participation and construction of a Wastewater Treatment Plant Expansion (Consolidated Treatment Facility and River Outfall Structure), the purchase of SSJID surface water and construction of utility and roadway infrastructure to serve the proposed development area.

Upon acceptance of all improvements as complete, a one-year warranty and repair bond will be required to secure the River Islands obligation to maintain all improvements and repair or correct any defective work.

FISCAL IMPACT:

There is no budget impact to the City as all City costs are covered by development fees. River Islands is also providing funds necessary to defray any staff time required to process their request.

ATTACHMENTS:

A. Resolution Approving a Large Lot Final Map for Tract 4235 within West Village District, Totaling 8 Undevelopable Parcels, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

B. Tract 4235 Area Map

C. Large Lot Final Map - Tract 4235

D. Subdivision Improvement Agreement - Tract 4235

E. Escrow Instructions for Large Lot - Tract 4235

APPROVALS:

8/1/24
Bellal Nabizadah — Date
Assistant Engineer

8/1/2024
Brad Taylor — Date
City Engineer

8/5/2024
Cari James — Date
Finance Director

8.1.2024
Michael King — Date
Assistant City Manager

8.5.2024
Salvador Navarrete — Date
City Attorney

8.5.24
Stephen J. Salvatore — Date
City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LARGE LOT FINAL MAP FOR TRACT 4235 WITHIN WEST VILLAGE DISTRICT, TOTALING 8 UNDEVELOPABLE PARCELS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project. The project included certification of a subsequent environmental impact report, general plan amendment to the land use map, and text revisions to the land use element and circulation element; and

WHEREAS, amendments to the West Lathrop Specific Plan and Urban Design concept, zoning map and zoning text amendments, a Preliminary Development Plan and Vesting Tentative Subdivision Map, sixth amendment to the 2003 Development Agreement, and the Phase 2 Parks and Open Space Master Plan were also approved; and

WHEREAS, Tract 4235, the proposed subdivision, would create 8 non-buildable parcels within the West Village District of River Islands, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

WHEREAS, a Subdivision Improvement Agreement (SIA) between the City and River Islands Development Area 1, LLC, (hereinafter referred to as "River Islands") and provision of security by River Islands for unfinished and deferred improvements for portions of Addison Avenue and Blue Canyon Avenue are required prior to final map approval pursuant to the Lathrop Municipal Code Section 16.16; and

WHEREAS, River Islands has provided security in the form of performance and labor and materials bonds for the collector and arterial roads as detailed in Table 1 below

Table 1 – Bond Details

Unfinished Improvement Total:	$377,400
Performance Bond (110% of Unfinished Improvements) Bond No. 0844460	$415,140
Labor & Materials Bond (50% of Performance Bond) Bond No. 0844460	$207,570

; and

WHEREAS, as a precondition to record the Large Lot Final Map 4235, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents; and

WHEREAS, upon acceptance of all improvements, a one-year warranty bond will be required to secure the River Islands obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, large lot final map 4235 does not create buildable lots; it only configures them for future subdivisions and creates the backbone circulation elements (streets) for the planning area; and

WHEREAS, staff has confirmed that all Conditions of Approval of VTM 6716 required for approval of Final Map 4235 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement; and

WHEREAS, the City Engineer has confirmed that the Final Map for Tract 4235 is in conformance with VTM 6716, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16.

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

1. Approve the Large Lot Final Map for Tract 4235, in substantially the form attached to the August 12, 2024 staff report that accompanied this resolution, and authorize recordation with the San Joaquin County Assessor/Recorder/County Clerk Office once the terms and conditions of the escrow instructions, included as Attachment "C" to the City Manager's Report, are met.

2. Approve a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the August 12, 2024 staff report that accompanied this resolution and authorize the City Manager to execute.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 12th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

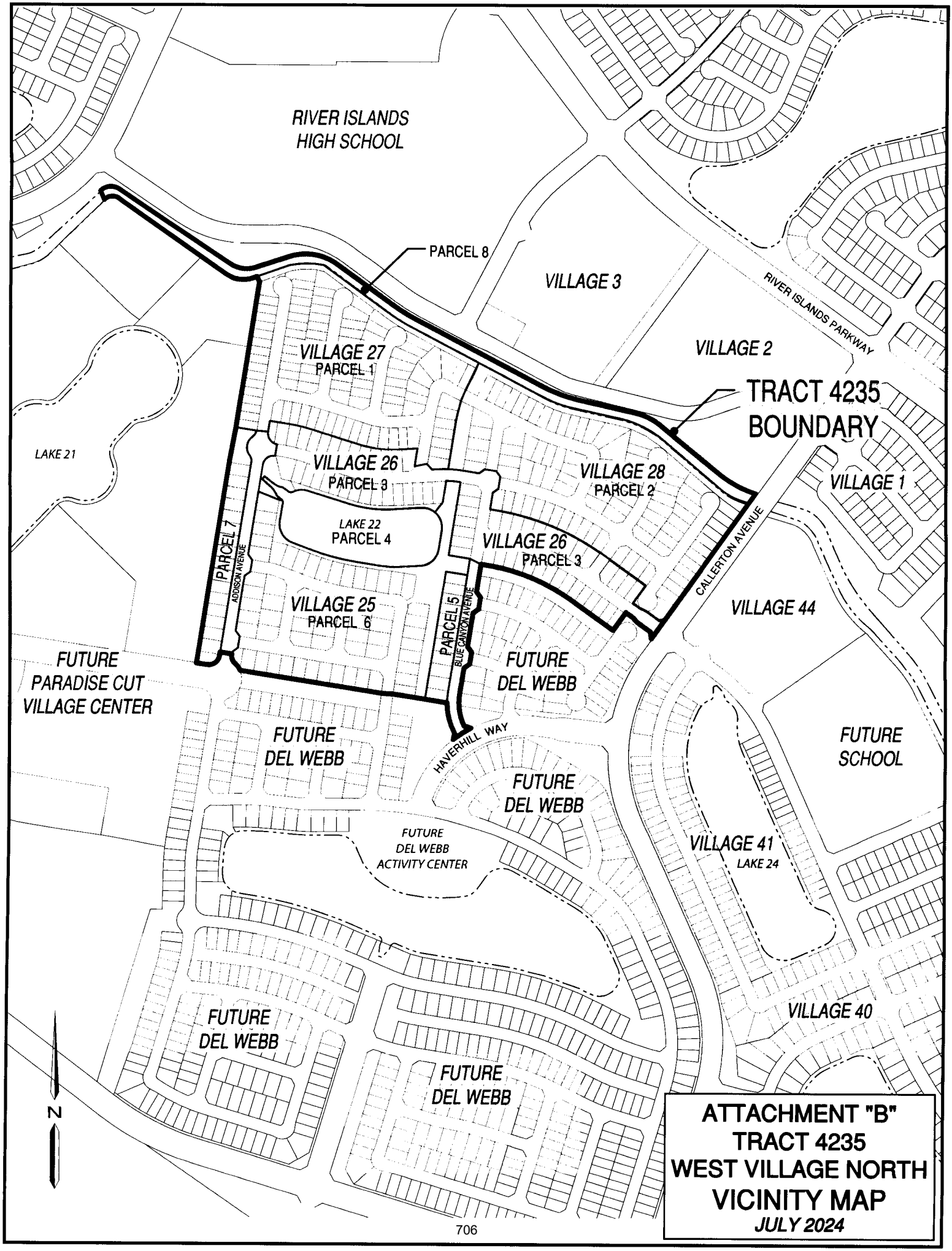
_____
Sonny Dhaliwal, Mayor

ATTEST:

_____
Teresa Vargas, City Clerk

APPROVED AS TO FORM:

_____
Salvador Navarrete, City Attorney



ATTACHMENT "B"
TRACT 4235
WEST VILLAGE NORTH
VICINITY MAP
JULY 2024

ATTACHMENT "9"

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ADDISON AVENUE AND BLUE CANYON AVENUE, AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, 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 18' WIDE ACCESS EASEMENT TO THE CITY OF LATHROP FOR INGRESS AND EGRESS TO PARCEL 4 AS SHOWN ON THIS FINAL MAP.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, 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 _____, 2024.
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 _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

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 4235, RIVER ISLANDS - PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____,2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND THE 18' WIDE ACCESS EASEMENT; AND ACCEPTED THE OFFER OF DEDICATION OF ADDISON AVENUE AND BLUE CANYON AVENUE, 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.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE MONITORING WELL AND ACCESS EASEMENTS FOR PUBLIC PURPOSES RECORDED JULY 7, 2006, AS DOCUMENT NUMBER 2006-147087, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP, AND THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBERS 2023-045591 AND 2023-045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN)

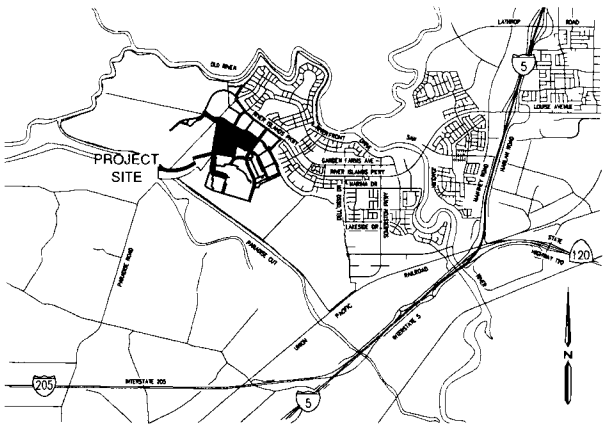
ON _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ ,M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4235, RIVER ISLANDS – PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

PROFESSIONAL LAND SURVEYOR * DARRYL A. ALEXANDER * No. L 5071 * STATE OF CALIFORNIA *

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON JUNE 14, 2024. 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 JULY 1, 2025, 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 _____, 2024.

PROFESSIONAL LAND SURVEYOR * DYLAN CRAWFORD * No. 7788 * STATE OF CALIFORNIA *

DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4235, RIVER ISLANDS–PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP, CONTAINS 8 TRACTS WITH A TOTAL OF 83.561 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 3.179 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4235 AREA SUMMARY	
TRACTS 1 THROUGH 8	83.561 AC±
STREET DEDICATIONS	3.179 AC±
TOTAL	86.740 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023494-LR, (VERSION 1) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

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 M&P 52)

(R2) TRACT 4155, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, S.J.C.R. (44 M&P 87)

(R3) LOT LINE ADJUSTMENT NO. 24-63, RECORDED MAY 9, 2024 AS DOCUMENT NUMBER 2024-038656, S.J.C.R.

(R4) TRACT 4172, RIVER ISLANDS–PHASE 2, VILLAGE 1–UNIT 1 FINAL MAP, FILED NOVEMBER 17, 2023, IN BOOK 44 OF MAP AND PLATS, PAGE 75, S.J.C.R. (44 M&P 75)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLDWING 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 2001-0046177, S.J.C.R.
2. MONITORING WELL AND ACCESS EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2006-147087, S.J.C.R.
3. NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBERS 2023-045591 AND 2023-045592, S.J.C.R.

EASEMENT ABANDONMENT NOTE

1. ALL OF THE MONITORING WELL AND ACCESS EASEMENTS PER DOCUMENT NUMBER 2006-147087, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP ARE BEING ABANDONED BY THIS FINAL MAP.
2. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBERS 2023-045591 AND 2023-045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4149 IS BEING ABANDONED BY THIS FINAL MAP.

PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27°06'03"W	30.30'
L2	N70°58'57"E	21.64'
L3	N24°05'38"W	49.32'
L4	N72°22'10"E	169.69'
L5	N9°05'19"W	35.36'
L6	N54°05'19"W	70.55'
L7	N54°05'19"W	34.00'
L8	N35°54'41"E	111.00'
L9	N54°05'19"W	215.03'
L10	N54°06'17"W	53.00'
L11	N55°55'39"W	53.00'
L12	N58°58'36"W	53.00'
L13	N62°03'17"W	54.00'
L14	N65°09'41"W	54.00'
L15	N68°16'06"W	54.00'
L16	N71°22'30"W	54.00'
L17	N74°28'55"W	54.00'
L18	N77°35'19"W	54.00'
L19	N80°20'06"W	62.00'
L20	N9°20'36"E	141.00'
L21	N35°39'24"W	35.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L22	N9°20'36"E	60.00'
L23	N54°20'36"E	35.36'
L24	N9°20'36"E	172.00'
L25	N35°39'24"W	35.36'
L26	N9°20'36"E	60.00'
L27	N54°20'36"E	35.36'
L28	N9°20'36"E	136.77'
L29	N71°36'11"W	36.05'
L30	N12°10'41"E	32.09'
L31	N80°08'27"W	114.19'
L32	N80°39'24"W	161.45'
L33	N86°02'50"W	60.11'
L34	N80°39'24"W	60.00'
L35	N9°20'36"E	18.07'
L36	N81°23'08"W	55.70'
L37	N54°13'35"E	44.15'
L38	N83°09'25"W	209.55'
L39	N9°20'36"E	135.00'
L40	N83°09'25"W	417.00'
L41	N83°09'25"W	65.00'
L42	N35°54'41"E	136.60'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	150.00'	54°14'18"	142.00'
C2	60.00'	81°48'45"	85.67'
C3	80.00'	73°26'50"	102.55'
C4	150.00'	55°06'45"	144.28'
C5	310.12'	25°41'56"	139.10'
C6	533.41'	25°09'30"	234.22'
C7	113.00'	15°12'13"	29.98'
C8	87.00'	15°12'13"	23.09'
C9	270.00'	34°48'47"	164.05'
C10	600.00'	10°09'17"	106.34'
C11	330.00'	27°57'42"	161.05'
C12	105.00'	23°22'19"	42.83'
C13	54.00'	58°06'33"	54.77'
C14	55.00'	89°16'16"	85.69'
C15	902.00'	23°20'55"	367.58'
C16	117.00'	18°11'42"	37.15'
C17	83.00'	18°11'42"	26.36'
C18	600.00'	34°34'46"	362.12'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N44°02'46"W
(R)2	N42°33'39"W
(R)3	N30°53'11"E
(R)4	N21°15'03"W
(R)5	N33°01'21"E
(R)6	N26°22'52"E
(R)7	N11°31'32"E
(R)8	N13°15'01"E
(R)9	N38°56'57"E
(R)10	N42°06'40"E
(R)11	N16°57'11"E
(R)12	N51°06'54"E
(R)13	N64°31'49"E
(R)14	N27°44'12"W
(R)15	N11°21'07"W
(R)16	N77°26'14"W
(R)17	N37°53'29"W
(R)18	N62°14'51"E
(R)19	N89°47'28"W
(R)20	N64°36'22"E
(R)21	N41°14'03"E
(R)22	N37°45'59"E
(R)23	N77°01'55"W

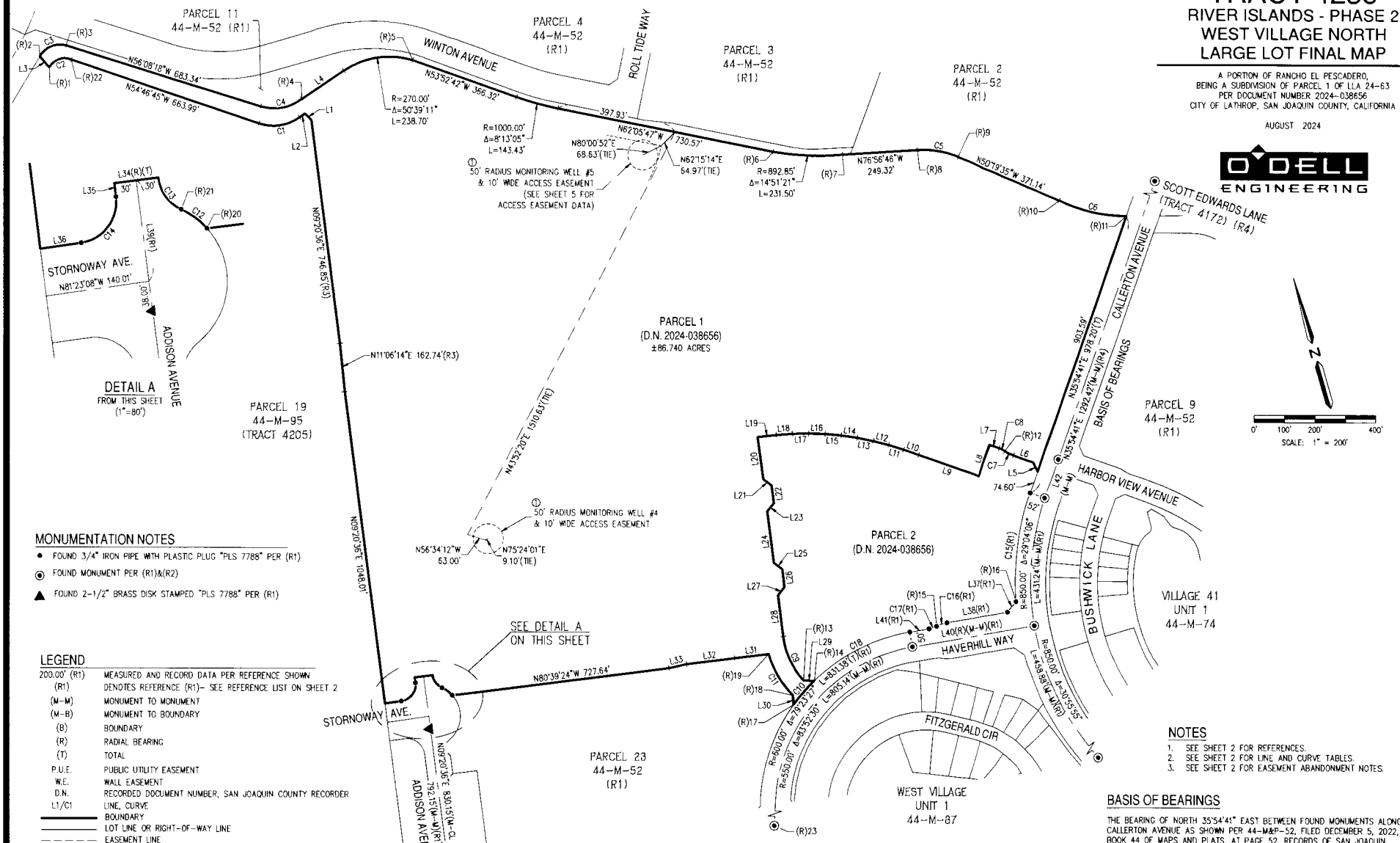
708

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



MONUMENTATION NOTES

- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ◉ FOUND MONUMENT PER (R1)&(R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(B)	BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
D.N.	RECORDED DOCUMENT NUMBER, SAN JOAQUIN COUNTY RECORDER
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
- - - - -	EASEMENT LINE
—— - ——	CENTERLINE
//////////	RESTRICTED ACCESS

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.
3. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.

BASIS OF BEARINGS

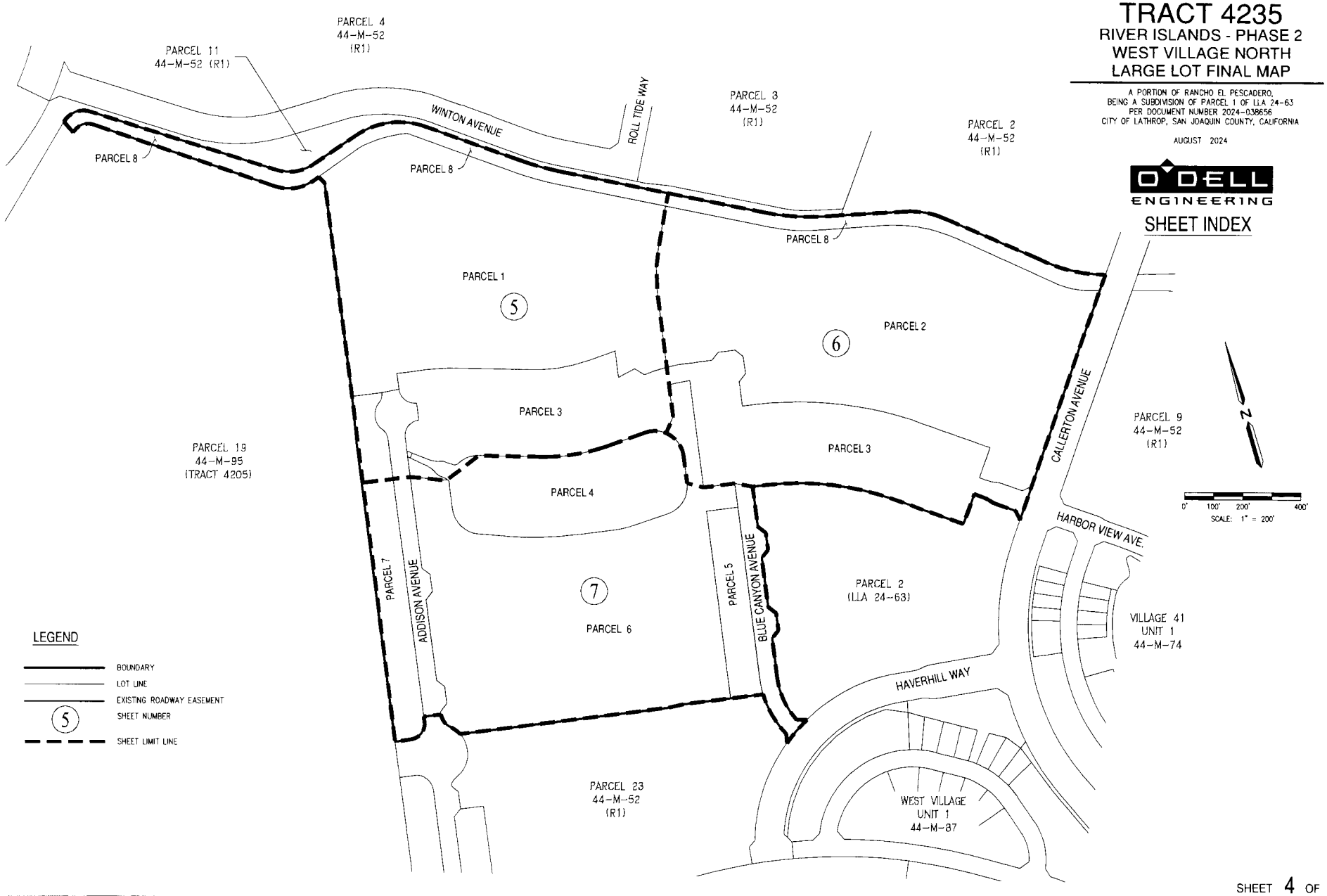
THE BEARING OF NORTH 35°54'41" EAST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE AS SHOWN PER 44-M&P-52, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



SHEET INDEX

LEGEND

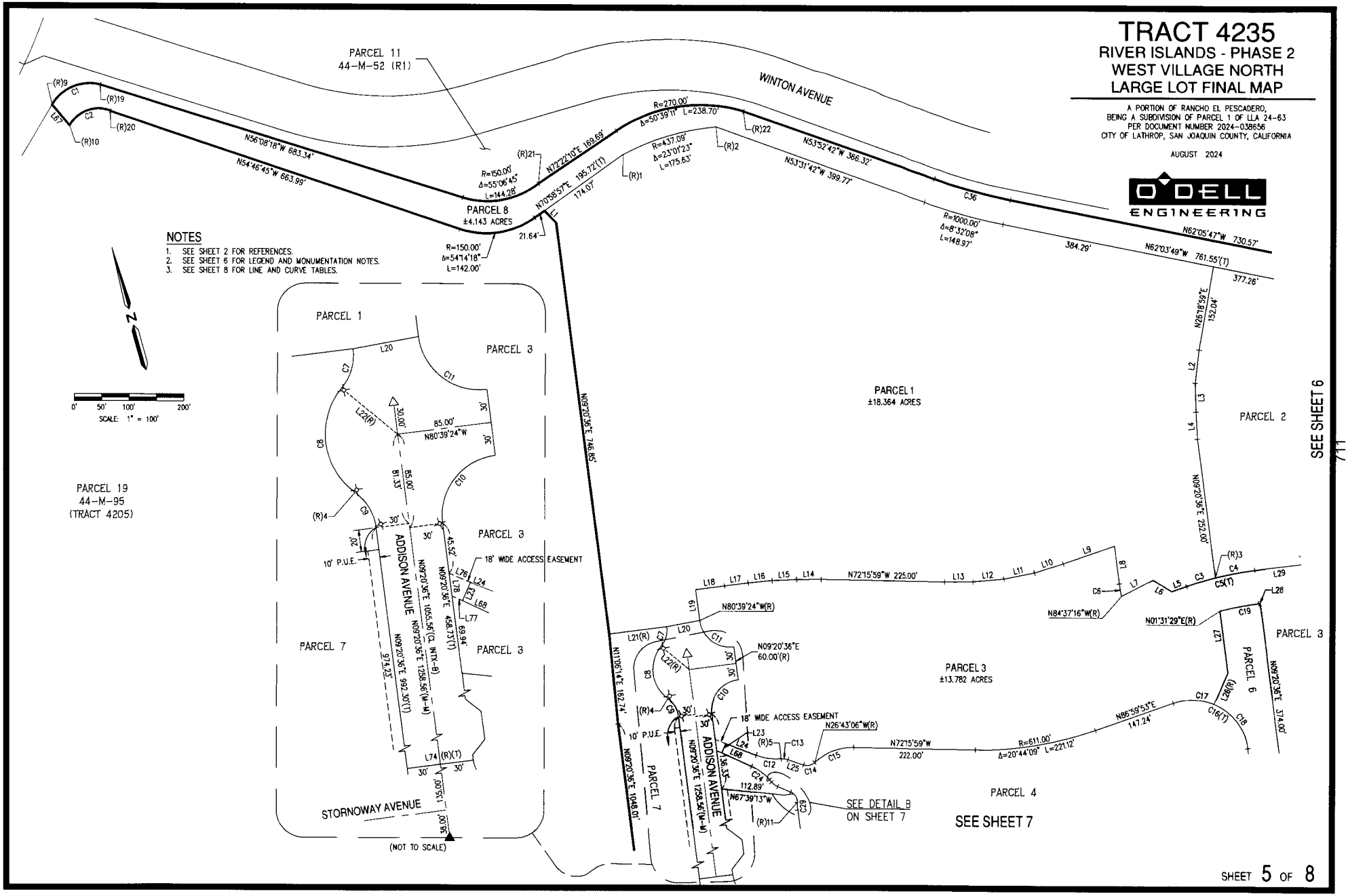
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- (5) SHEET NUMBER
- SHEET LIMIT LINE

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 6 FOR LEGEND AND MONUMENTATION NOTES.
3. SEE SHEET 8 FOR LINE AND CURVE TABLES.

SCALE: 1" = 100'

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

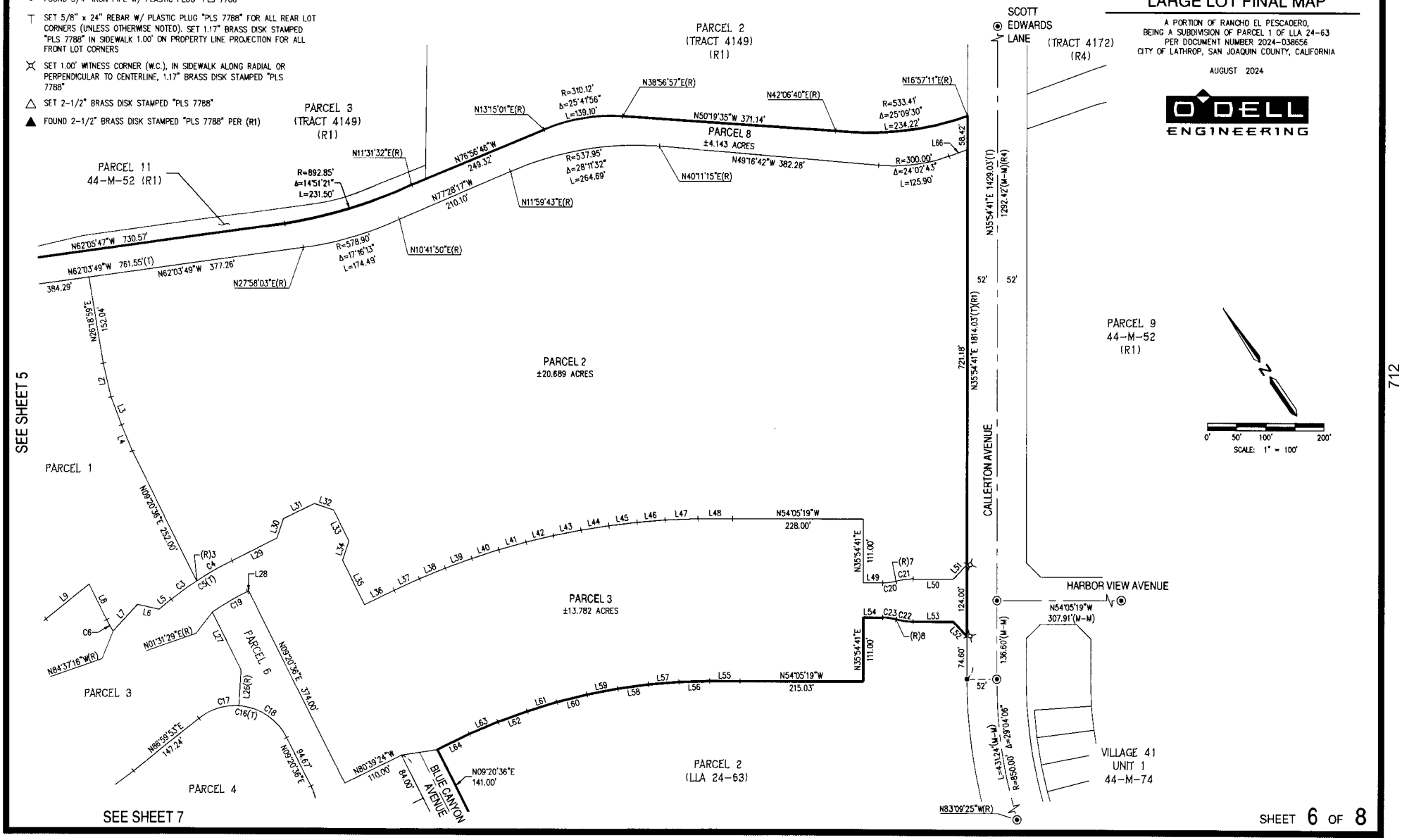
O'DELL ENGINEERING

MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ◉ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- • FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "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 PROJECTION FOR ALL FRONT LOT CORNERS
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 8 FOR LINE AND CURVE TABLES.



SEE SHEET 5

SEE SHEET 7

712

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

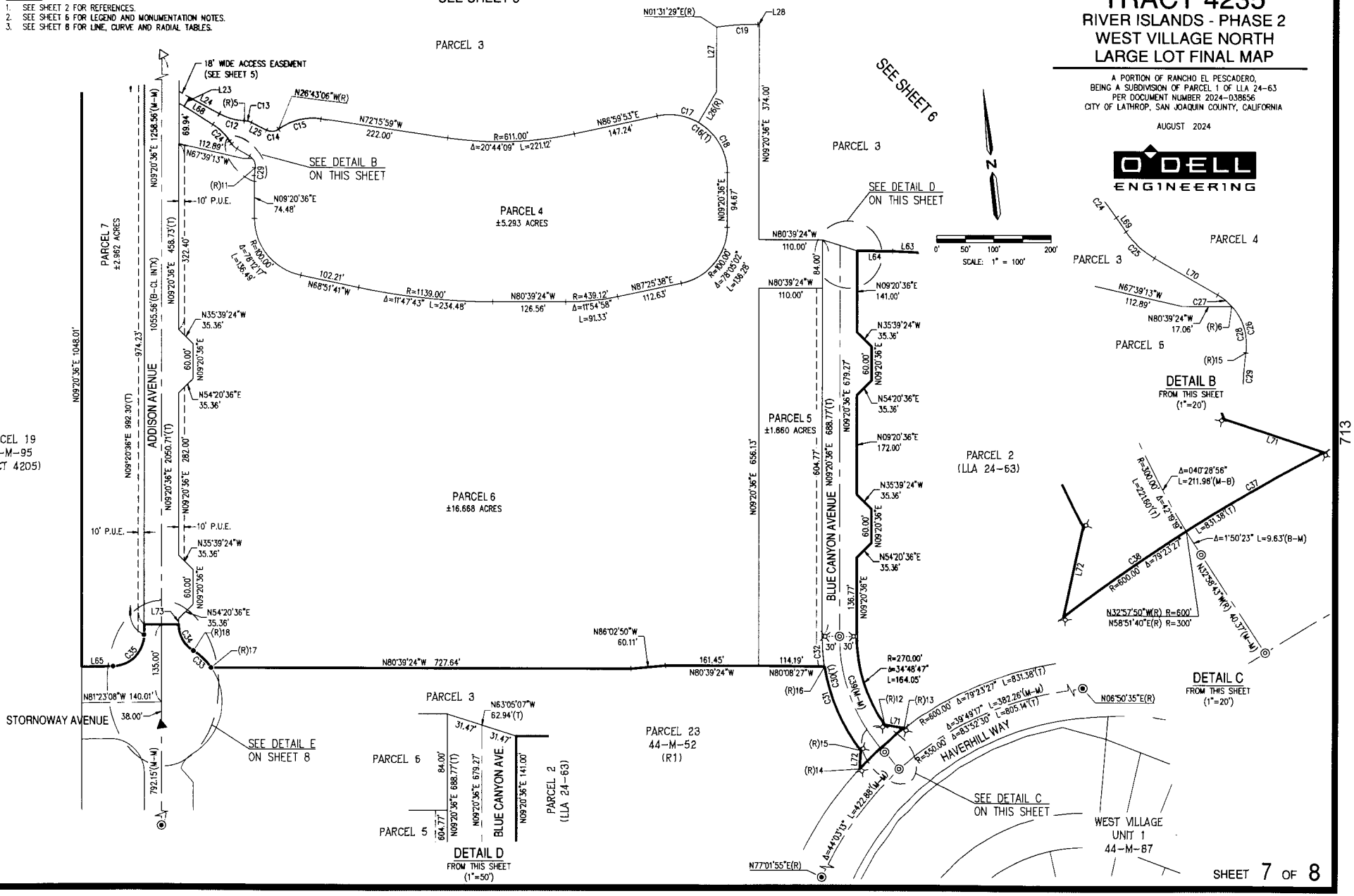
A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 6 FOR LEGEND AND MONUMENTATION NOTES.
3. SEE SHEET 8 FOR LINE, CURVE AND RADIAL TABLES.



713

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°06'03"W	30.30'
L2	N23°13'47"E	60.09'
L3	N15°06'21"E	52.00'
L4	N13°22'05"E	49.02'
L5	N86°59'53"E	28.04'
L6	N41°49'46"W	38.95'
L7	N78°49'26"E	63.22'
L8	N9°20'36"E	68.78'
L9	N86°59'53"E	96.41'
L10	N89°25'09"E	55.32'
L11	N84°40'31"W	56.62'
L12	N78°40'35"W	56.62'
L13	N73°19'49"W	51.61'
L14	N73°22'49"W	44.00'
L15	N76°11'32"W	44.00'
L16	N78°59'23"W	43.00'
L17	N80°38'31"W	43.00'
L18	N80°39'24"W	52.00'
L19	N9°20'36"E	56.00'
L20	N84°09'16"W	60.11'
L21	N80°39'24"W	105.00'
L22	N34°05'21"W	65.00'
L23	N39°43'55"E	18.00'
L24	N52°05'06"W	58.97'
L25	N54°16'48"W	29.56'
L26	N39°34'00"E	62.46'

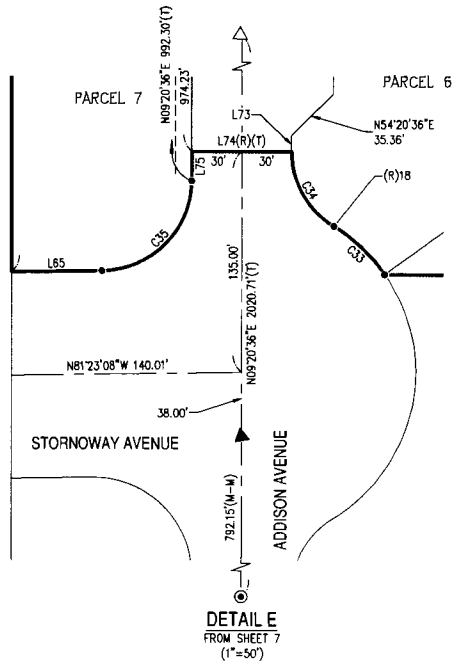
LINE TABLE		
LINE	DIRECTION	LENGTH
L27	N9°20'36"E	112.33'
L28	N80°39'24"W	2.48'
L29	N80°39'24"W	87.48'
L30	N54°20'36"E	35.36'
L31	N80°39'24"W	60.00'
L32	N35°39'24"W	35.36'
L33	N9°20'36"E	60.00'
L34	N54°20'36"E	35.36'
L35	N9°20'36"E	86.00'
L36	N80°24'22"W	57.00'
L37	N78°42'34"W	48.00'
L38	N76°27'15"W	48.80'
L39	N74°15'42"W	49.00'
L40	N72°03'53"W	49.00'
L41	N69°52'04"W	49.00'
L42	N67°40'15"W	49.00'
L43	N65°28'26"W	49.00'
L44	N63°16'37"W	49.00'
L45	N61°04'49"W	49.00'
L46	N58°53'00"W	49.00'
L47	N56°30'25"W	57.00'
L48	N54°19'49"W	60.00'
L49	N54°05'19"W	34.00'
L50	N54°05'19"W	70.55'
L51	N80°54'41"E	35.36'
L52	N9°05'19"W	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L53	N54°05'19"W	70.55'
L54	N54°05'19"W	34.00'
L55	N54°06'17"W	53.00'
L56	N55°55'39"W	53.00'
L57	N58°58'36"W	53.00'
L58	N62°03'17"W	54.00'
L59	N65°09'41"W	54.00'
L60	N68°16'06"W	54.00'
L61	N71°22'30"W	54.00'
L62	N74°28'55"W	54.00'
L63	N77°35'19"W	54.00'
L64	N80°20'06"W	62.00'
L65	N81°23'08"W	55.70'
L66	N73°19'25"W	34.40'
L67	N24°05'38"W	49.32'
L68	N48°27'04"W	58.66'
L69	N24°35'42"W	5.89'
L70	N50°16'05"W	25.16'
L71	N71°36'11"W	36.05'
L72	N12°10'41"E	32.09'
L73	N9°20'36"E	9.83'
L74	N80°39'24"W	60.00'
L75	N9°20'36"E	18.07'
L76	N50°16'05"W	20.78'
L77	N50°16'05"W	10.22'
L78	N9°20'36"E	20.87'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	80.00	73°26'50"	102.55'
C2	60.00	81°48'45"	85.67'
C3	580.00	5°20'24"	54.05'
C4	580.00	7°00'20"	70.92'
C5	580.00	12°20'43"	124.97'
C6	330.00	3°57'52"	22.83'
C7	47.00	46°34'03"	38.20'
C8	65.00	93°08'06"	105.66'
C9	47.00	46°34'03"	38.20'
C10	55.00	90°00'00"	86.39'
C11	55.00	90°00'00"	86.39'
C12	98.00	26°22'13"	45.10'
C13	30.00	24°10'31"	12.66'
C14	20.00	62°26'17"	21.80'
C15	100.00	44°27'07"	77.58'
C16	100.00	102°20'43"	178.63'
C17	100.00	42°34'07"	74.30'
C18	100.00	59°46'36"	104.33'
C19	520.00	7°49'07"	70.96'
C20	87.00	15°12'13"	23.09'
C21	113.00	15°12'13"	29.98'
C22	113.00	15°12'13"	29.98'
C23	87.00	15°12'13"	23.09'
C24	98.00	23°51'22"	40.80'
C25	30.00	25°40'23"	13.44'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	20.00	67°27'35"	23.55'
C27	20.00	17°55'33"	6.26'
C28	20.00	49°32'02"	17.29'
C29	100.00	7°50'54"	13.70'
C30	330.00	37°05'45"	213.66'
C31	330.00	27°57'42"	161.05'
C32	330.00	9°08'04"	52.61'
C33	105.00	23°22'19"	42.83'
C34	54.00	58°06'33"	54.77'
C35	55.00	89°16'16"	85.69'
C36	1000.00	8°13'05"	143.43'
C37	600.00	5°13'38"	54.74'
C38	600.00	4°55'39"	51.60'
C39	300.00	42°19'19"	221.60'

RADIAL BEARING TABLE	
LINE	DIRECTION
(R)1	N11°34'00"W
(R)2	N11°27'23"E
(R)3	N2°20'16"E
(R)4	N52°46'33"E
(R)5	N11°32'41"E
(R)6	N57°39'28"E
(R)7	N20°42'28"E
(R)8	N51°06'54"E
(R)9	N42°33'39"W
(R)10	N44°02'46"W
(R)11	N72°48'30"W
(R)12	N64°31'49"E
(R)13	N27°44'12"W
(R)14	N37°53'29"W
(R)15	N62°14'51"E
(R)16	N89°47'28"W
(R)17	N64°36'22"E
(R)18	N41°14'03"E
(R)19	N30°53'11"E
(R)20	N37°45'59"E
(R)21	N21°15'03"W
(R)22	N33°01'21"E



DETAIL E
FROM SHEET 7
(1"=50')

ATTACHMENT
"Q"

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT AREA 1, LLC FOR 8 LARGE LOTS IN TRACT 4235 (WEST VILLAGE DISTRICT)

RECITALS

A. This Agreement is made and entered into this **12th day** of **August 2024**, by and between the CITY OF LATHROP, a municipal corporation of the State of California ("CITY") and River Islands Development Area 1, 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 CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4235. However, SUBDIVIDER has completed a portion of public infrastructure improvements associated with Tract 4235 for the collector and arterial streets within the Phase 2 development area. The unfinished portion of improvements total $377,400 and security in the form of performance bonds have been provided to the City and will be required to be held by CITY as outlined in this Tract 4235 Subdivision Improvement Agreement unless otherwise substituted with other security as outlined in this Agreement.

C. The backbone collector and arterial streets (Addison Avenue and Blue Canyon Avenue) improvements in total, include street, sidewalk, underground utility, storm drainage, streetlight, and joint trench improvements (hereinafter "Improvements") are required to be constructed as part of the required infrastructure to ensure access to each parcel created with Tract 4235. Since not all of the Improvements are completed, security in the form of performance and labor and materials bonds shall be required for Tract 4235. The performance bonds shall equal 110% of the amount of the unfinished improvements as shown in Exhibit C ($377,400 X 110% = $415,140 and the labor and materials bond shall equal 50% of the performance bond amount ($415,410 X 50% = $207,570).

D. The term "Improvements" as used in this Agreement means all improvements necessary for collector and arterial roads associated with Tract 4235. As a result, the total value of public improvements for Tract 4235, as collector and arterial roads, is $1,129,000 as shown in Exhibit D to this Agreement. The required Warranty Bond for Tract 4235 shall be equal to 10% of the cost of Improvements as shown in Exhibit D; $1,129,000 x 10% = $112,900 – warranty bond amount). The warranty bond shall be posted to guarantee the materials and workmanship of all improvements for a full year following acceptance by CITY.

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 described herein for Tract 4235, to the limits identified on Exhibit A. 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 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 first home occupied associated with the first small lot final map recorded in the West Village District. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY or its agents 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 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. Prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of $112,900 equal to 10% of the estimated cost of the Improvements for the entire area as summarized in Recital "D", to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one (1) year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recital "C" are required to provide access and utilities to the parcels created by the Tract 4235 final map and are associated with adjacent tracts as otherwise described in this Agreement, as well as collector and arterial roads associated with the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements referenced in Recital "C'', the security required by the Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements shall remain in place until the backbone improvements associated with that agreement are complete and accepted by CITY or as is further described by the conditions below.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, 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.

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, 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 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.

9. Because the Improvements are partially complete, SUBDIVIDER is required to only post security to guarantee the deferred and unfinished improvements associated with Tract 4235 as included and described in Exhibit C of this Agreement. The amount of security, as evidenced by performance bonds provided by SUBDIVIDER as indicated in Recital C shall be $415,140 for the performance bond and $207,570 for the labor and materials bond. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit B attached hereto and incorporated herein with a new certificate of insurance required.

10. Any alterations 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 hereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither 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.

12. Neither CITY nor any of its officers, employees or agents shall be liable to 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.

13. 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 its duties and obligations under this Agreement or from the negligent act or omission of itself, its 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.

14. 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.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. 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, all outstanding fees and charges have been paid and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts ("CFD") to finance maintenance and improvements. 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 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.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by 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.

17. 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 CITY.

18. 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 SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state and federal laws whether or not said laws are expressly stated in this Agreement.

20. 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 4023.

21. 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 day. 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 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 4235
EXHIBIT B: CITY INSURANCE REQUIREMENTS
EXHIBIT C: TRACT 4235 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF COLLECTOR AND ARTERIAL ROADS
EXHIBIT D: TRACT 4235 ENGINEER'S ESTIMATE FOR COLLECTOR AND ARTERIAL ROADS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of August 2024, at Lathrop, California.

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

BY: _____
Teresa Vargas Date
City Clerk

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

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY: _____ 8-1-2024
Salvador Navarrete Date
City Attorney

SUBDIVIDER

River Islands Development Area 1, LLC,
a California Limited Liability Company

BY: _____

Susan Dell'Osso Date
President

EXHIBIT A

FINAL MAP - TRACT 4235

EXHIBIT "A"

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) 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 RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ADDISON AVENUE AND BLUE CANYON AVENUE, AS SHOWN ON THIS FINAL MAP.

2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, 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 18' WIDE ACCESS EASEMENT TO THE CITY OF LATHROP FOR INGRESS AND EGRESS TO PARCEL 4 AS SHOWN ON THIS FINAL MAP.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, 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 _____, 2024.
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 _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

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 4235, RIVER ISLANDS - PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____ ,2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ 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 DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND THE 18' WIDE ACCESS EASEMENT; AND ACCEPTED THE OFFER OF DEDICATION OF ADDISON AVENUE AND BLUE CANYON AVENUE, 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.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE MONITORING WELL AND ACCESS EASEMENTS FOR PUBLIC PURPOSES RECORDED JULY 7, 2006, AS DOCUMENT NUMBER 2006-147087, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP, AND THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBERS 2023-045591 AND 2023-045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

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

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN)

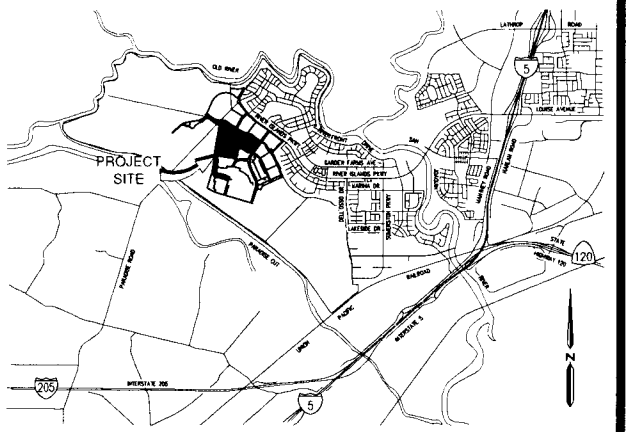
ON _____,2024 BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(DIES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

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

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO 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 _____, 2024.

_____
RICARDO CAGUIAT, 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 4235, RIVER ISLANDS-PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS_____ DAY OF _____, 2024.

_____
BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
BRAD R. TAYLOR
C 92823
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT ____ ____M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: $ _____

_____ BY: _____
STEVE BESTOLARIDES ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

124

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4235, RIVER ISLANDS – PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

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

PROFESSIONAL LAND SURVEYOR * DARRYL A. ALEXANDER * No. L 5071 * STATE OF CALIFORNIA

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 JUNE 14, 2024. 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 JULY 1, 2025, 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 _____, 2024.

DYLAN CRAWFORD, P.L.S. NO 7788

PROFESSIONAL LAND SURVEYOR * DYLAN CRAWFORD * No. 7788 * STATE OF CALIFORNIA

RECITALS

1. RIGHT TO FARM STATEMENT:
   PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, 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 ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEOTECHNICAL 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 ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4235, RIVER ISLANDS–PHASE 2, WEST VILLAGE NORTH LARGE LOT FINAL MAP, CONTAINS 8 TRACTS WITH A TOTAL OF 83.561 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 3.179 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

TRACT 4235 AREA SUMMARY	
TRACTS 1 THROUGH 8	83.561 AC±
STREET DEDICATIONS	3.179 AC±
TOTAL	86.740 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023494-LR, (VERSION 1) DATED JULY 2, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

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 M&P 52)

(R2) TRACT 4155, RIVER ISLANDS–PHASE 2, WEST VILLAGE UNIT 1 FINAL MAP, FILED MARCH 29, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 87, S.J.C.R. (44 M&P 87)

(R3) LOT LINE ADJUSTMENT NO. 24-63, RECORDED MAY 9, 2024 AS DOCUMENT NUMBER 2024-038656, S.J.C.R.

(R4) TRACT 4172, RIVER ISLANDS–PHASE 2, VILLAGE 1–UNIT 1 FINAL MAP, FILED NOVEMBER 17, 2023, IN BOOK 44 OF MAP AND PLATS, PAGE 75, S.J.C.R. (44 M&P 75)

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 2001-0104617, S.J.C.R.
2. MONITORING WELL AND ACCESS EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2006-147087, S.J.C.R.
3. NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBERS 2023-045591 AND 2023-045592, S.J.C.R.

EASEMENT ABANDONMENT NOTE

1. ALL OF THE MONITORING WELL AND ACCESS EASEMENTS PER DOCUMENT NUMBER 2006-147087, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP ARE BEING ABANDONED BY THIS FINAL MAP.
2. THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBERS 2023-045591 AND 2023-045592, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN TRACT 4149 IS BEING ABANDONED BY THIS FINAL MAP.

PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N27°06'03"W	30.30'
L2	N70°58'57"E	21.64'
L3	N24°05'38"W	49.32'
L4	N72°22'10"E	169.69'
L5	N9°05'19"W	35.36'
L6	N54°05'19"W	70.55'
L7	N54°05'19"W	34.00'
L8	N35°54'41"E	111.00'
L9	N54°05'19"W	215.03'
L10	N54°06'17"W	53.00'
L11	N55°55'39"W	53.00'
L12	N58°58'36"W	53.00'
L13	N62°03'17"W	54.00'
L14	N65°09'41"W	54.00'
L15	N68°16'06"W	54.00'
L16	N71°22'30"W	54.00'
L17	N74°28'55"W	54.00'
L18	N77°35'19"W	54.00'
L19	N80°20'06"W	62.00'
L20	N9°20'36"E	141.00'
L21	N35°39'24"W	35.36'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L22	N9°20'36"E	60.00'
L23	N54°20'36"E	35.36'
L24	N9°20'36"E	172.00'
L25	N35°39'24"W	35.36'
L26	N9°20'36"E	60.00'
L27	N54°20'36"E	35.36'
L28	N9°20'36"E	136.77'
L29	N71°36'11"W	36.05'
L30	N12°10'41"E	32.09'
L31	N80°08'27"W	114.19'
L32	N80°39'24"W	161.45'
L33	N86°02'50"W	60.11'
L34	N80°39'24"W	60.00'
L35	N9°20'36"E	18.07'
L36	N81°23'08"W	55.70'
L37	N54°13'35"E	44.15'
L38	N83°09'25"W	209.55'
L39	N9°20'36"E	135.00'
L40	N83°09'25"W	417.00'
L41	N83°09'25"W	65.00'
L42	N35°54'41"E	136.60'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	150.00'	54°14'18"	142.00'
C2	60.00'	81°48'45"	85.67'
C3	80.00'	73°26'50"	102.55'
C4	150.00'	55°06'45"	144.28'
C5	310.12'	25°41'56"	139.10'
C6	533.41'	25°09'30"	234.22'
C7	113.00'	15°12'13"	29.98'
C8	87.00'	15°12'13"	23.09'
C9	270.00'	34°48'47"	164.05'
C10	600.00'	10°09'17"	106.34'
C11	330.00'	27°57'42"	161.05'
C12	105.00'	23°22'19"	42.83'
C13	54.00'	58°06'33"	54.77'
C14	55.00'	89°16'16"	85.69'
C15	902.00'	23°20'55"	367.58'
C16	117.00'	18°11'42"	37.15'
C17	83.00'	18°11'42"	26.36'
C18	600.00'	34°34'46"	362.12'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	N44°02'46"W
(R)2	N42°33'39"W
(R)3	N30°53'11"E
(R)4	N21°15'03"W
(R)5	N33°01'21"E
(R)6	N26°22'52"E
(R)7	N11°31'32"E
(R)8	N13°15'01"E
(R)9	N38°56'57"E
(R)10	N42°06'40"E
(R)11	N16°57'11"E
(R)12	N51°06'54"E
(R)13	N64°31'49"E
(R)14	N27°44'12"W
(R)15	N11°21'07"W
(R)16	N77°26'14"W
(R)17	N37°53'29"W
(R)18	N62°14'51"E
(R)19	N89°47'28"W
(R)20	N64°36'22"E
(R)21	N41°14'03"E
(R)22	N37°45'59"E
(R)23	N77°01'55"W

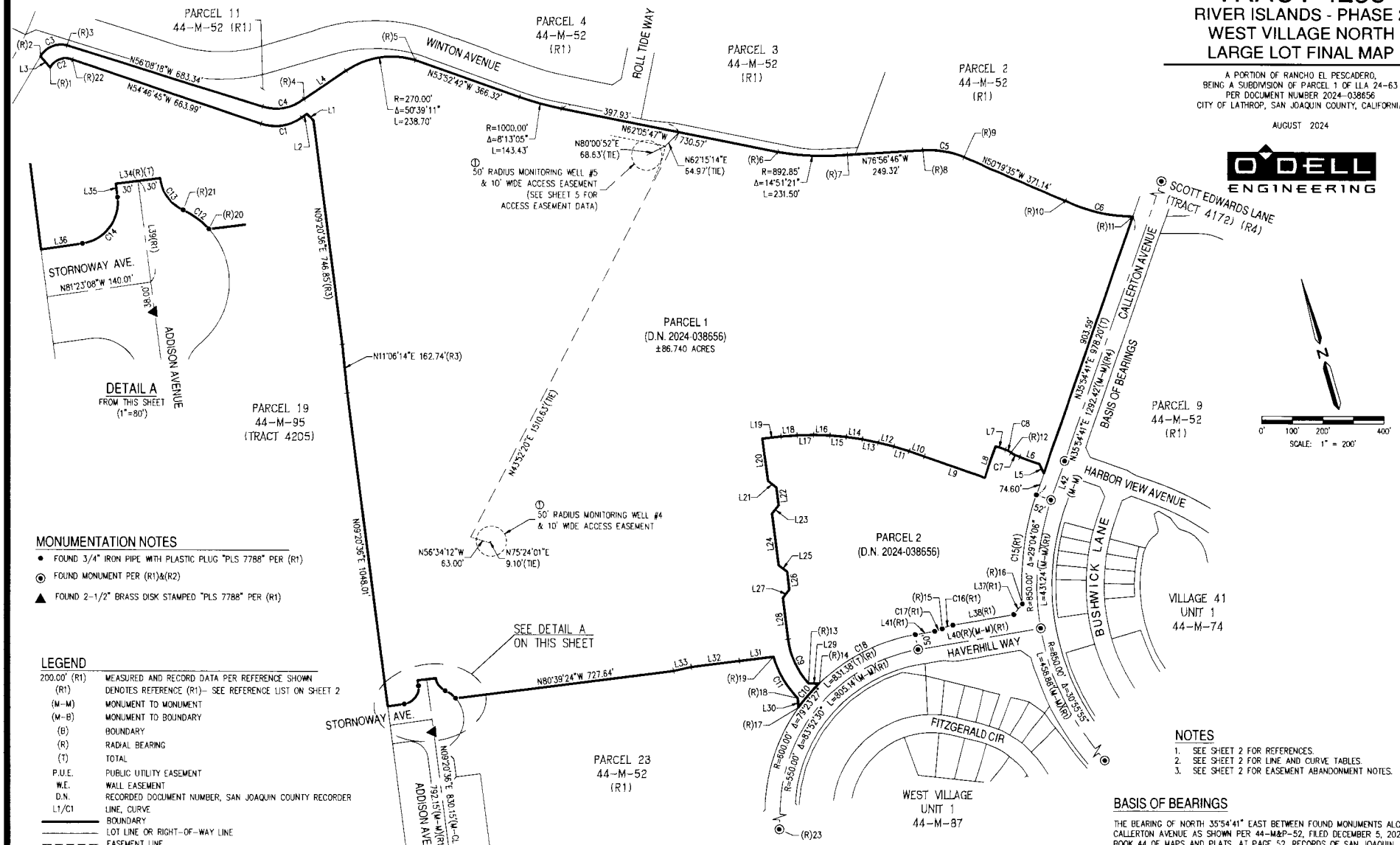
725

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



MONUMENTATION NOTES

- ● FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ◉ FOUND MONUMENT PER (R1)&(R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1)– SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-B)	MONUMENT TO BOUNDARY
(B)	BOUNDARY
(R)	RADIAL BEARING
(T)	TOTAL
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
D.N.	RECORDED DOCUMENT NUMBER, SAN JOAQUIN COUNTY RECORDER
L1/C1	LINE, CURVE
———	BOUNDARY
———	LOT LINE OR RIGHT-OF-WAY LINE
– – – – –	EASEMENT LINE
— — —	CENTERLINE
//////////	RESTRICTED ACCESS

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.
3. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES.

BASIS OF BEARINGS

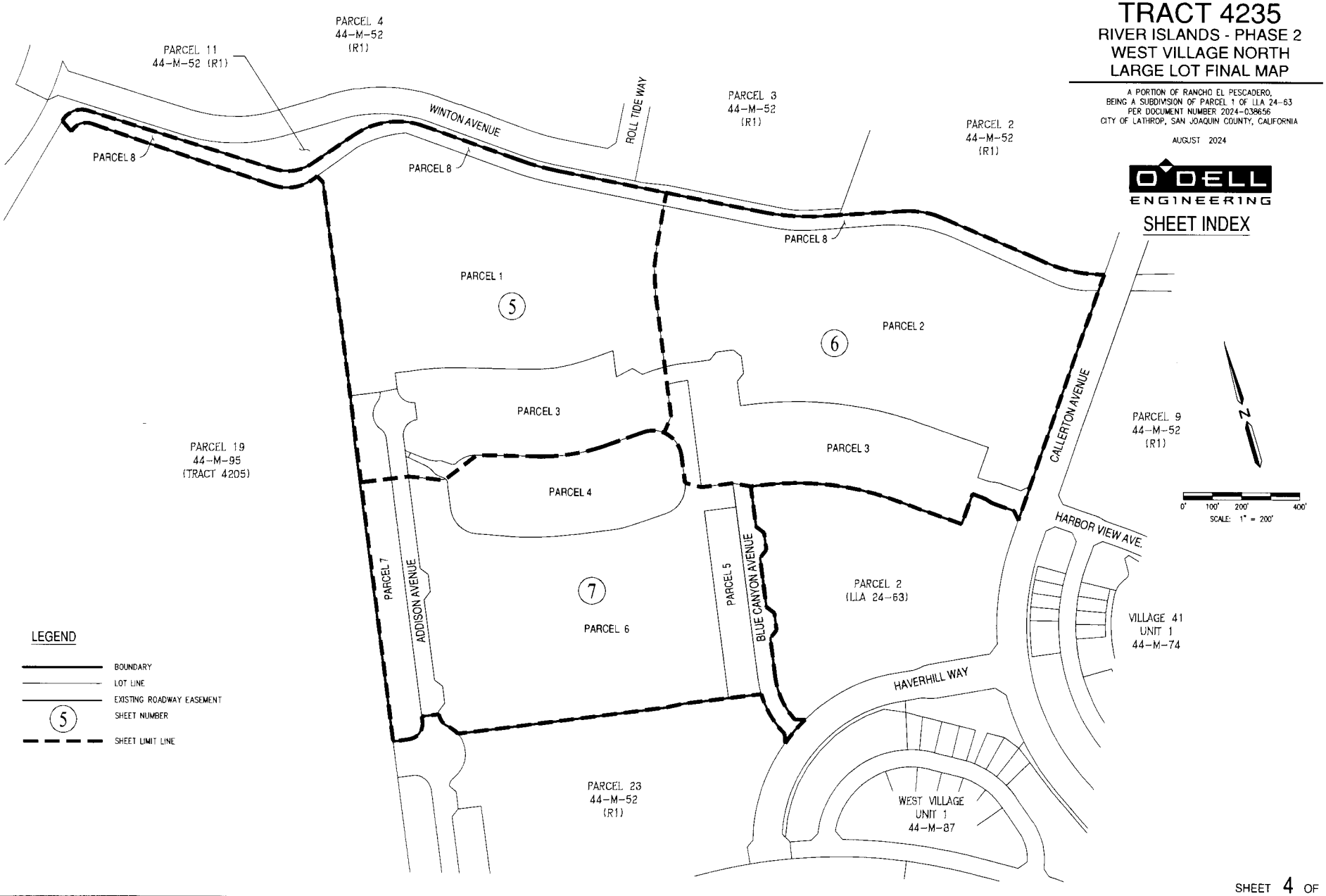
THE BEARING OF NORTH 35°54'41" EAST BETWEEN FOUND MONUMENTS ALONG CALLERTON AVENUE AS SHOWN PER 44-M&P-52, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 52, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- (5) SHEET NUMBER
- SHEET LIMIT LINE

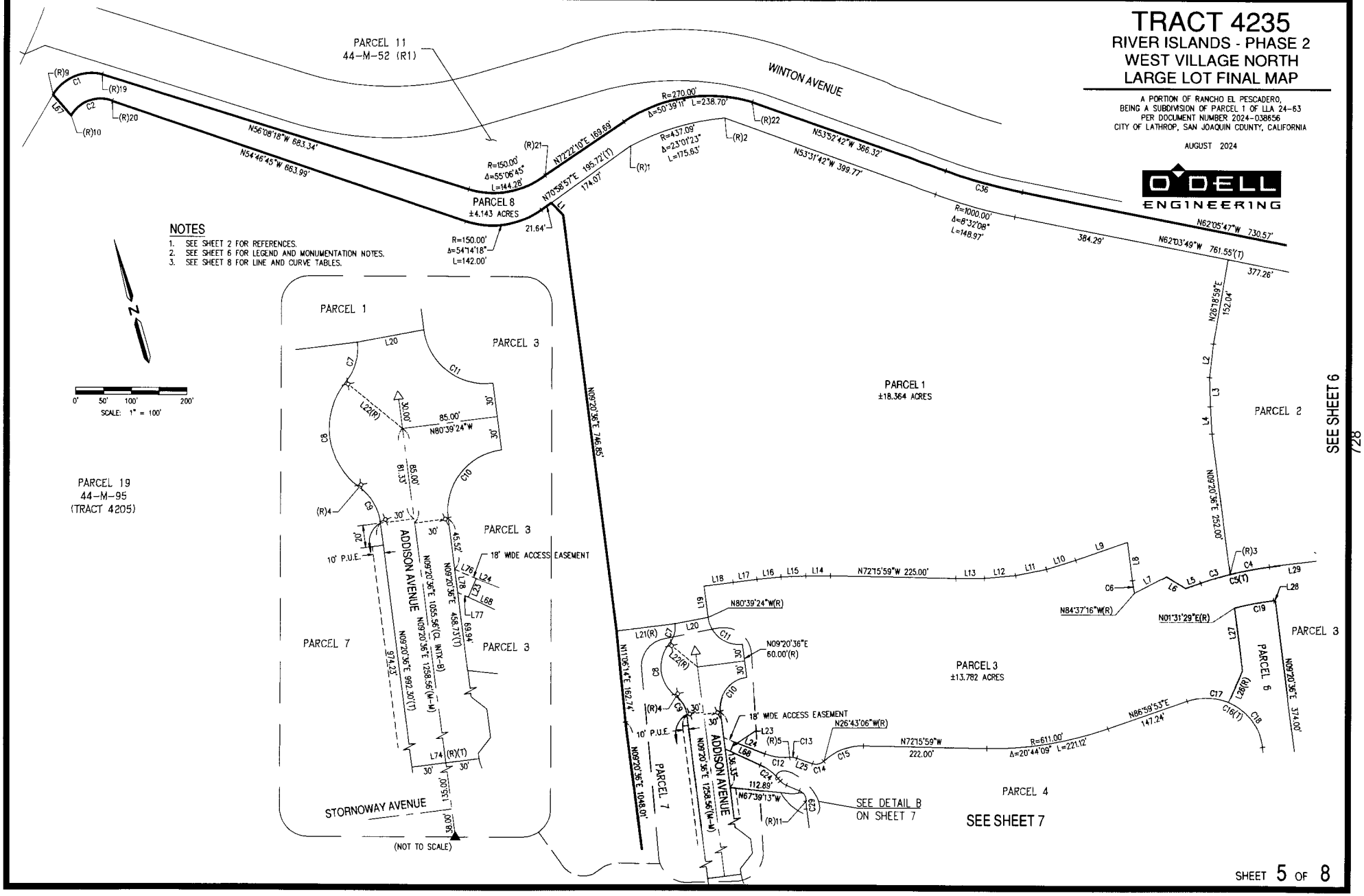
SHEET INDEX

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 6 FOR LEGEND AND MONUMENTATION NOTES.
3. SEE SHEET 8 FOR LINE AND CURVE TABLES.

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

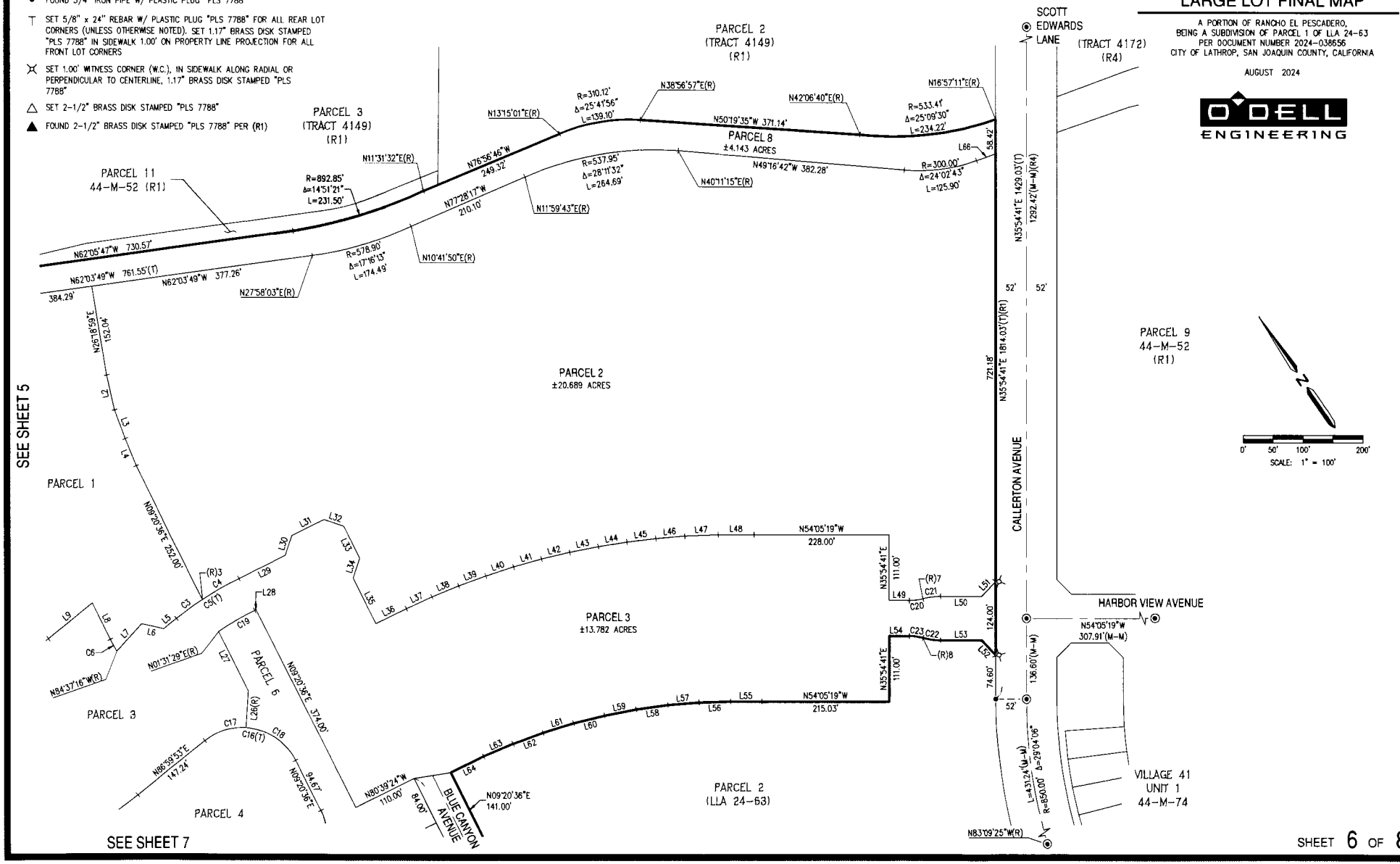
O'DELL ENGINEERING

MONUMENTATION NOTES

- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ◉ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- • FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "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 PROJECTION FOR ALL FRONT LOT CORNERS
- ⊠ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 8 FOR LINE AND CURVE TABLES.



729

TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

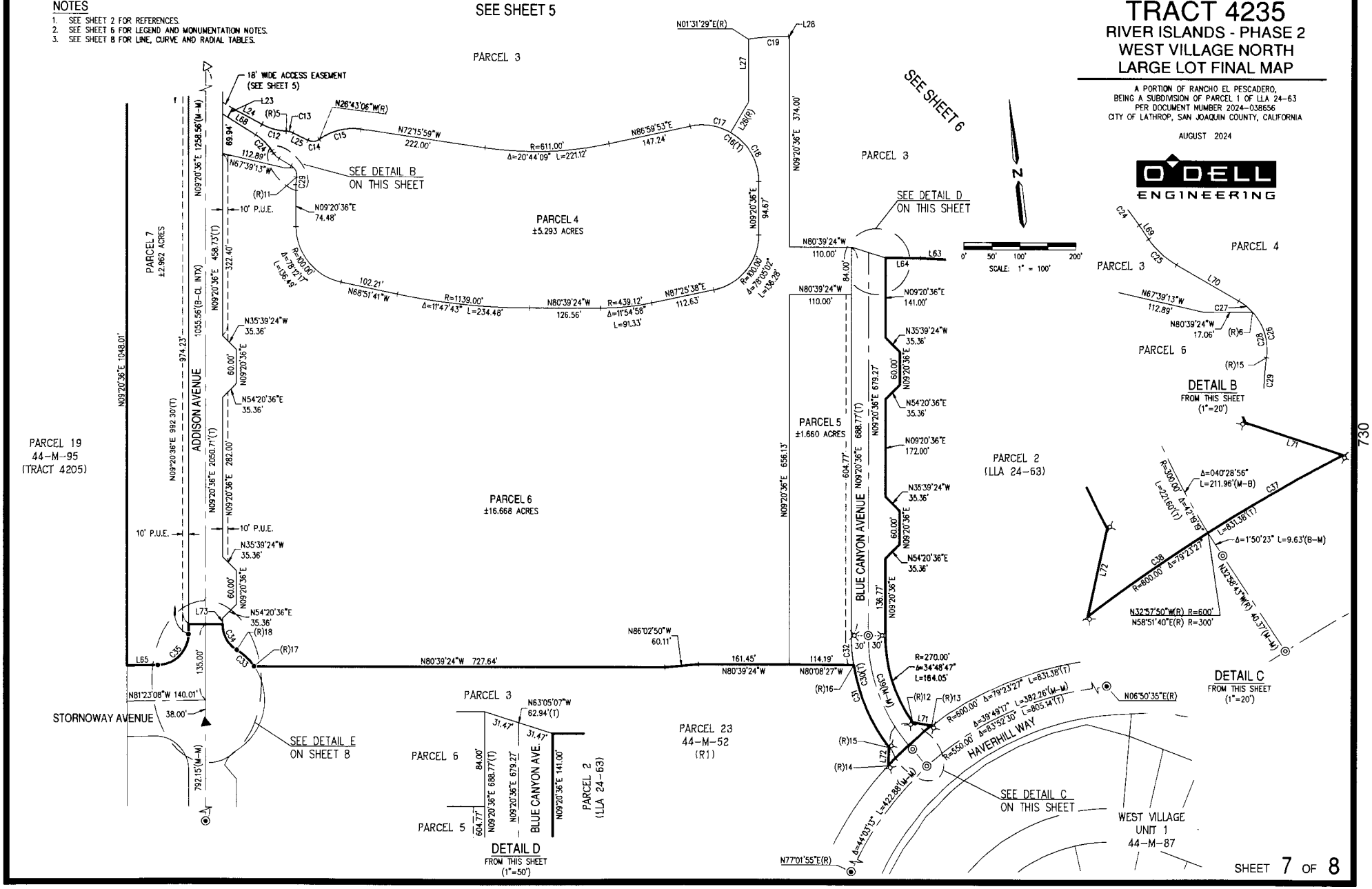
A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 6 FOR LEGEND AND MONUMENTATION NOTES.
3. SEE SHEET 8 FOR LINE, CURVE AND RADIAL TABLES.



TRACT 4235
RIVER ISLANDS - PHASE 2
WEST VILLAGE NORTH
LARGE LOT FINAL MAP

A PORTION OF RANCHO EL PESCADERO,
BEING A SUBDIVISION OF PARCEL 1 OF LLA 24-63
PER DOCUMENT NUMBER 2024-038656
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

O'DELL ENGINEERING

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°06'03"W	30.30'
L2	N23°13'47"E	60.09'
L3	N15°06'21"E	52.00'
L4	N13°22'05"E	49.02'
L5	N86°59'53"E	28.04'
L6	N41°49'46"W	38.95'
L7	N78°49'26"E	63.22'
L8	N9°20'36"E	68.78'
L9	N86°59'53"E	96.41'
L10	N89°25'09"E	55.32'
L11	N84°40'31"W	56.62'
L12	N78°40'35"W	56.62'
L13	N73°19'49"W	51.61'
L14	N73°22'49"W	44.00'
L15	N76°11'32"W	44.00'
L16	N78°59'23"W	43.00'
L17	N80°38'31"W	43.00'
L18	N80°39'24"W	52.00'
L19	N9°20'36"E	56.00'
L20	N84°09'16"W	60.11'
L21	N80°39'24"W	105.00'
L22	N34°05'21"W	65.00'
L23	N39°43'55"E	18.00'
L24	N52°05'06"W	58.97'
L25	N54°16'48"W	29.56'
L26	N39°34'00"E	62.46'

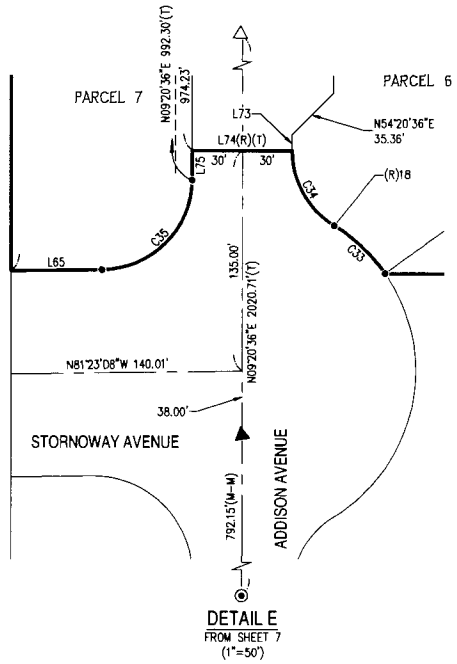
LINE TABLE		
LINE	DIRECTION	LENGTH
L27	N9°20'36"E	112.33'
L28	N80°39'24"W	2.48'
L29	N80°39'24"W	87.48'
L30	N54°20'36"E	35.36'
L31	N80°39'24"W	60.00'
L32	N35°39'24"W	35.36'
L33	N9°20'36"E	60.00'
L34	N54°20'36"E	35.36'
L35	N9°20'36"E	86.00'
L36	N80°24'22"W	57.00'
L37	N78°42'34"W	48.00'
L38	N76°27'15"W	48.80'
L39	N74°15'42"W	49.00'
L40	N72°03'53"W	49.00'
L41	N69°52'04"W	49.00'
L42	N67°40'15"W	49.00'
L43	N65°28'26"W	49.00'
L44	N63°16'37"W	49.00'
L45	N61°04'49"W	49.00'
L46	N58°53'00"W	49.00'
L47	N56°30'25"W	57.00'
L48	N54°19'49"W	60.00'
L49	N54°05'19"W	34.00'
L50	N54°05'19"W	70.55'
L51	N80°54'41"E	35.36'
L52	N9°05'19"W	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L53	N54°05'19"W	70.55'
L54	N54°05'19"W	34.00'
L55	N54°06'17"W	53.00'
L56	N55°55'39"W	53.00'
L57	N58°58'36"W	53.00'
L58	N62°03'17"W	54.00'
L59	N65°09'41"W	54.00'
L60	N68°16'06"W	54.00'
L61	N71°22'30"W	54.00'
L62	N74°28'55"W	54.00'
L63	N77°35'19"W	54.00'
L64	N80°20'06"W	62.00'
L65	N81°23'08"W	55.70'
L66	N73°19'25"W	34.40'
L67	N24°05'38"W	49.32'
L68	N48°27'04"W	58.66'
L69	N24°35'42"W	5.89'
L70	N50°16'05"W	25.16'
L71	N71°36'11"W	36.05'
L72	N12°10'41"E	32.09'
L73	N9°20'36"E	9.83'
L74	N80°39'24"W	60.00'
L75	N9°20'36"E	18.07'
L76	N50°16'05"W	20.78'
L77	N50°16'05"W	10.22'
L78	N9°20'36"E	20.87'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	80.00	73°26'50"	102.55'
C2	60.00	81°48'45"	85.67'
C3	580.00	5°20'24"	54.05'
C4	580.00	7°00'20"	70.92'
C5	580.00	12°20'43"	124.97'
C6	330.00	3°57'52"	22.83'
C7	47.00	46°34'03"	38.20'
C8	65.00	93°08'06"	105.66'
C9	47.00	46°34'03"	38.20'
C10	55.00	90°00'00"	86.39'
C11	55.00	90°00'00"	86.39'
C12	98.00	26°22'13"	45.10'
C13	30.00	24°10'31"	12.66'
C14	20.00	62°26'17"	21.80'
C15	100.00	44°27'07"	77.58'
C16	100.00	102°20'43"	178.63'
C17	100.00	42°34'07"	74.30'
C18	100.00	59°46'36"	104.33'
C19	520.00	7°49'07"	70.96'
C20	87.00	15°12'13"	23.09'
C21	113.00	15°12'13"	29.98'
C22	113.00	15°12'13"	29.98'
C23	87.00	15°12'13"	23.09'
C24	98.00	23°51'22"	40.80'
C25	30.00	25°40'23"	13.44'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	20.00	67°27'35"	23.55'
C27	20.00	17°55'33"	6.26'
C28	20.00	49°32'02"	17.29'
C29	100.00	7°50'54"	13.70'
C30	330.00	37°05'45"	213.66'
C31	330.00	27°57'42"	161.05'
C32	330.00	9°08'04"	52.61'
C33	105.00	23°22'19"	42.83'
C34	54.00	58°06'33"	54.77'
C35	55.00	89°16'16"	85.69'
C36	1000.00	8°13'05"	143.43'
C37	600.00	5°13'38"	54.74'
C38	600.00	4°55'39"	51.60'
C39	300.00	42°19'19"	221.60'

RADIAL BEARING TABLE	
LINE	DIRECTION
(R)1	N11°34'00"W
(R)2	N11°27'23"E
(R)3	N2°20'16"E
(R)4	N52°46'33"E
(R)5	N11°32'41"E
(R)6	N57°39'28"E
(R)7	N20°42'28"E
(R)8	N51°06'54"E
(R)9	N42°33'39"W
(R)10	N44°02'46"W
(R)11	N72°48'30"W
(R)12	N64°31'49"E
(R)13	N27°44'12"W
(R)14	N37°53'29"W
(R)15	N62°14'51"E
(R)16	N89°47'28"W
(R)17	N64°36'22"E
(R)18	N41°14'03"E
(R)19	N30°53'11"E
(R)20	N37°45'59"E
(R)21	N21°15'03"W
(R)22	N33°01'21"E



DETAIL E
FROM SHEET 7
(1"=50')

731

EXHIBIT B

CITY INSURANCE REQUIREMENTS

1. 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 insurers. 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 of Lathrop 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.

RIVEISL-01 LENGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2024

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

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

PRODUCER License # 0C36861
Los Angeles-Alliant Insurance Services, Inc.
333 S Hope St Ste 3700
Los Angeles, CA 90071

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Company	12537
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
River Islands Development Area 1, LLC.
73 W. Stewart Rd.
Lathrop, CA 95330

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		ATN2418343P	3/19/2024	3/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Tract 4235
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.

CERTIFICATE HOLDER

City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ATN2418343P

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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.

© Insurance Services Office, Inc., 2012

Policy# ATN2418343P

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary and Non-Contributory Insurance

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

a. **(1)** The Additional Insured is a Named Insured under such other insurance;

and

(2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis; and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

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

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

Policy: ATN2418343P

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.

EXHIBIT C

TRACT 4235 ENGINEER'S ESTIMATE FOR UNFINISHED PORTIONS OF COLLECTOR AND ARTERIAL ROADS

[redacted]
ENGINEERING
a Westwood company

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
DEL WEBB - ADDISON AVENUE & BLUE CANYON AVENUE
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 23, 2024
Job No.: 25504 - 86

Item	Description	Quantity	Unit	Unit Price	Amount
1	AC Paving *(0% Completion)*	1	LS	$ 152,000.00	$ 152,000.00
2	Joint Trench *(60% Completion)*	1	LS	$ 141,400.00	$ 141,400.00
3	Wet Utilities *(90% Completion)*	1	LS	$ 24,000.00	$ 24,000.00
4	Striping & Mounments *(0% Completion)*	1	LS	$ 60,000.00	$ 60,000.00
				TOTAL COST TO COMPLETE	**$ 377,400.00**

Notes:

1) Estimate for cost to complete based on contractor's note for Del Webb Addison Avenue & Blue Canyon Avenue dated 8/12/2024

EXHIBIT D

TRACT 4235 ENGINEER'S ESTIMATE FOR COLLECTOR AND ARTERIAL ROADS

[redacted]
ENGINEERING
a Westwood company

DRAFT ENGINEER'S OPINION OF PROBABLE COST
DEL WEBB
ADDISON AVENUE & BLUE CANYON AVENUE
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 23, 2024
Job No.: 25504-86

Item	Description	Quantity	Unit		Unit Price		Amount
	ROADWAY						
1	Fine Grading	113,200	SF	$	0.45	$	50,940.00
2	4.5" AC Paving	57,400	SF	$	2.25	$	129,150.00
3	8" Aggregate Base	57,400	SF	$	1.20	$	68,880.00
4	Vertical Curb and Gutter *(with AB cushion)*	1,090	LF	$	15.00	$	16,350.00
5	Rolled Curb and Gutter *(with AB cushion)*	2,360	LF	$	15.00	$	35,400.00
6	Concrete Sidewalk	18,300	SF	$	5.00	$	91,500.00
7	Driveway Approach	39	EA	$	600.00	$	23,400.00
8	Handicap Ramps	8	EA	$	2,500.00	$	20,000.00
9	Survey Monuments	5	EA	$	300.00	$	1,500.00
10	Traffic Signing & Striping	1,800	LF	$	5.00	$	9,000.00
11	Dewatering *(budget)*	1,800	LF	$	100.00	$	180,000.00
	Subtotal Roadway					$	626,120.00
	STORM DRAIN						
12	15" Storm Drain Pipe *(polypropylene)*	610	LF	$	18.00	$	10,980.00
13	18" Storm Drain Pipe *(polypropylene)*	470	LF	$	20.00	$	9,400.00
14	24" Storm Drain Pipe *(polypropylene)*	270	LF	$	31.00	$	8,370.00
15	36" Storm Drain Pipe *(polypropylene)*	180	LF	$	60.00	$	10,800.00
16	48" Storm Drain Pipe *(RCP)*	50	LF	$	125.00	$	6,250.00
17	Catch Basins *(type I inlet over type I manhole base)*	10	EA	$	2,800.00	$	28,000.00
18	Catch Basins *(type I inlet over type III manhole base)*	2	EA	$	7,500.00	$	15,000.00
19	Manholes *(type I)*	3	EA	$	3,000.00	$	9,000.00
20	Manholes *(type II)*	1	EA	$	5,000.00	$	5,000.00
21	Stub & Plug	1	EA	$	1,000.00	$	1,000.00
	Subtotal Storm Drain					$	103,800.00
	SANITARY SEWER						
22	8" Sanitary Sewer Pipe	1,630	LF	$	28.00	$	45,640.00
23	Manholes	5	EA	$	4,000.00	$	20,000.00
24	Sewer Service	38	EA	$	600.00	$	22,800.00
25	Sewer Stub & Plug	1	EA	$	1,000.00	$	1,000.00
	Subtotal Sanitary Sewer					$	89,440.00

[redacted]
ENGINEERING
a Westwood company

Item	Description	Quantity	Unit		Unit Price		Amount
	WATER SUPPLY						
26	8" Water Line *(including all appurtenances)*	1,100	LF	$	32.00	$	35,200.00
27	12" Water Line *(including all appurtenances)*	910	LF	$	48.00	$	43,680.00
28	8" GV	8	EA	$	1,550.00	$	12,400.00
29	12" BV	4	EA	$	3,500.00	$	14,000.00
30	1-1/2" Water Service	38	EA	$	2,000.00	$	76,000.00
31	Fire Hydrants	4	EA	$	4,000.00	$	16,000.00
	Subtotal Water					$	197,280.00
	NON-POTABLE WATER SUPPLY						
32	10" Non-Potable Water Line *(including all appurtenances)*	860	LF	$	45.00	$	38,700.00
	Subtotal Non-Potable Water					$	38,700.00
	LAKE FILL WATER						
33	24" Lake Fill Water Line *(including all appurtenances)*	860	LF	$	85.00	$	73,100.00
	Subtotal Lake Fill Water					$	73,100.00
	SUBTOTAL CONSTRUCTION COST					$	**1,128,440.00**
	20% CONTINGENCY					$	-
	TOTAL CONSTRUCTION COST (nearest $1,000)					$	**1,129,000.00**

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.

ATTACHMENT "E"

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

August 12, 2024

Via Email and Hand Delivery

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

Re: Recordation of Phase 2, Area 1 North, Large Lot Final Map 4235; Escrow No. 1214023494

Dear Lori:

This letter constitutes the joint escrow instructions ("***Escrow Instructions***") of River Islands Development Area 1, LLC, a California 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 June 30, 2024, 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 December 31, 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 Large Lot Final Map for Tract 4235, executed and acknowledged by the City (provided to title by City).

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

C. 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:

C.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdellosso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us; (e) Sandra Lewis (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;

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

C.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;

C.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;

C.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

C.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.

D. 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:

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

D.2. Record the Recordation Documents in the Official Records;

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

D.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

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

D.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) Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

E. 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	Susan Dell'Osso Date
City Manager	President
City of Lathrop	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: _____

PAGE LEFT INTENTIONALLY BLANK

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CIP WW 22-38, CTF PHASE 3 EXPANSION, APPROVE BUDGET AMENDMENT, AND APPROVE UPDATED FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to GSE Construction Company, Inc. for CIP WW 22-38, CTF Phase 3 Expansion, Approving Budget Amendment and Approving Updated Funding Agreement with River Islands Development, LLC**

SUMMARY:

On June 3, 2021, during the Budget Hearing process the City Council approved the creation of Capital Improvement Project (CIP) WW 22-38, Consolidated Treatment Facility (CTF) Phase 3 Expansion, to increase the City's wastewater treatment capacity from 2.5 Million Gallons per Day (MGD) to 5.0 MGD (Project).

The Notice to Contractors advertising the plans and specifications for the construction of the Project were formally noticed for bid on June 14, 2024 and June 21, 2024, pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened seven (7) bids on August 6, 2024. Based on the review and evaluation of the bids, the lowest and most responsible bidder for the Project was determined to be GSE Construction Company, Inc. (GSE Construction) with a Base Bid of $39,348,400.

This report is requesting three approval actions from Council. First, staff requests the City Council award a construction contract to GSE Construction for the construction of the Project in the amount of $39,348,400, and a 10% construction contingency of $3,934,840 for a total contract amount not to exceed $42,283,240.

Since the approval of this project in 2021, and during the planning stages of this project, the project management group estimated the project to be around $25,000,000. However, over the course of the last three years the economy experienced significant inflation rate increases. Inevitably, the cost of construction materials and labor has increased significantly. Therefore, the funds allocated in the approved Fiscal Year (FY) 2024-25 budget, for CIP WW 22-38, are currently insufficient. Therefore, the second request is the approval of a budget amendment transferring $5,500,000 from the Sewer Connection Fee Fund (6030) and $13,733,240 from the Developer Fund (2710) to the CIP Project Fund.

The third request is the approval of the revised and updated Design and Construction Funding Agreement by and between the City of Lathrop and River Islands Development, LLC Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility (Funding Agreement). On February 12, 2024, the City Council approved the Design and Construction Funding Agreement by and between the City of Lathrop and River Islands Development, LLC Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility (Funding Agreement).

Payment terms and estimated amounts contained in the Funding Agreement were based upon an engineer's estimate plus 10% contingency for a total cost of $27.5M; however, the actual cost for the construction contract and 10% contingency is $42,283,240, which is over 50% higher than that estimated in the Funding Agreement. Therefore, staff requests City Council approve an updated Funding Agreement, Attachment C, which includes modifications to the original Funding Agreement. The updated Funding Agreement changes the payment terms for River Islands including an increase in the total contribution from $22,000,000 to $34,626,592, and adjustment of the initial payment to $11,773,100, the six quarterly payments to $3,809,000, and the payment guarantee value to $10,226,900.

BACKGROUND:

The CTF's wastewater treatment capacity was last increased from 1.0 MGD to 2.5 MGD via CIP WW 14-14 in 2018 to keep pace with development. As residential and commercial development continues at a fast pace, additional wastewater treatment capacity will soon be needed to accommodate planned development in the River Islands area and throughout the City.

Pacific Advanced Civil Engineering (PACE) prepared the plans and technical specifications for the Project, which include minor demolition of some existing components, construction of two (2) new Membrane Bioreactor (MBR) trains with typical appurtenances, and a new sludge handling building. A metal shelter building was also included as a bid alternate to provide a mechanical shop.

Staff released the plans and specifications for formal bid solicitation on June 10, 2024 pursuant to CA PCC 20160 and LMC 2.36.060. Seven (7) bids were received and opened by the City Clerk on August 6, 2024, all determined to be responsive and from responsible bidders.

The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results-CTF Phase 3 Expansion

Contractor	Base Bid
GSE Construction	$39,348,400
Overaa Construction	$39,869,000
Gateway Pacific Contractors	$40,290,560
Mountain Cascade	$41,471,876
Auburn Constructors	$41,792,300
Myers & Sons Construction	$47,427,000
Swinerton Builders	$57,074,163

Staff reviewed and evaluated the bids, and determined that the lowest most responsible bidder is GSE Construction, with a base bid of $39,348,400. Staff requests the City Council award a construction contract to GSE Construction for the construction of the Project in the amount of $39,348,400, and a 10% construction contingency of $3,934,840 for a total contract amount not to exceed $42,283,240.

REASON FOR RECOMMENDATION:

The proposed improvements will increase the City's wastewater treatment capacity from 2.5 MGD to 5.0 MGD, which is necessary to serve additional development occurring in River Islands and throughout the City. This project also supports the overall financial sustainability of the city.

FISCAL IMPACT:

The proposed construction contract with GSE Construction is for $39,348,400. A 10% construction contingency is requested for $39,348,400 for a total Construction Contract cost not to exceed $42,283,240.

The City executed the Funding Agreement with River Islands in February 2024, which stipulated an 80%/20% share of the construction cost, plus contingency for the Project between River Islands and the City, respectively. The portions of funding needed from each entity to fund the Project Construction plus 10% contingency are depicted below in Table 2, below:

Table 2: Summary of Funding Responsibility

Item	Cost	City share @ 20%	River Islands share @ 80%
Construction + Contingency	$42,283,240	$7,656,648	$34,626,592

Payment terms and estimated amounts for the City and River Islands contained in the Funding Agreement were based upon a combined construction contract plus 10% contingency cost of $27.5M; however, the actual cost for the construction contract and 10% contingency is $42,283,240, which is over 50% higher than that estimated in the Funding Agreement. Therefore, staff requests City Council approve the updated Funding Agreement, Attachment C.

Sufficient funds were not allocated to CIP WW 22-38 in the approved Fiscal Year 2024/25 budget to award the contract; therefore, staff is requesting a budget amendment transferring $5,500,000 from the Sewer Connection Fee Fund (6030) and $13,733,240 from the Developer Fund (2710) to the CIP Project Fund as detailed below.

Increase Revenue		
2710-8000-372-0100		$13,733,240
Increase Transfer Out		
6030-9900-990-9010		$5,500,000
2710-9900-990-9010		$13,733,240
Increase Transfer In		
6090-9900-393-0000	WW 22-38	$19,233,240
Increase Appropriation		
6090-8000-420-1200	WW 22-38	$19,233,240

ATTACHMENTS:

A. Resolution Awarding a Construction Contract to GSE Construction Company, Inc. for CIP WW 22-38, CTF Phase 3 Expansion, Approving Budget Amendment and Approving Updated Funding Agreement with River Islands Development, LLC

B. Construction Contract with GSE Construction Company, Inc. for CIP WW 22-38, CTF Phase 3 Expansion

C. Updated Design and Construction Funding Agreement by and between the City of Lathrop and River Islands Development, LLC Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility

APPROVALS:

Ken Reed — 8-7-2024
Senior Construction Manager — Date

FOR — 8.7.2024
Brad Taylor — Date
City Engineer

8/7/2024
Thomas Hedegard — Date
Deputy City Manager

8.7.2024
Michael King — Date
Assistant City Manager

8.7.2024
Salvador Navarrete — Date
City Attorney

8.7.24
Stephen J. Salvatore — Date
City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 3 EXPANSION, CIP WW 22-38, APPROVING BUDGET AMENDMENT AND APPROVING UPDATED FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

WHEREAS, on November 8, 2021, City Council approved the creation of Consolidated Treatment Facility (CTF) Phase 3 Expansion, Capital Improvement Project (CIP) WW 22-38 (Project) to expand the treatment capacity of the existing wastewater treatment plant from 2.5 Million Gallons per Day (MGD) to 5.0 MGD; and

WHEREAS, on June 10, 2024, the City solicited bids for the construction of the Project pursuant to PCC 20160 and LMC 2.36.060; and

WHEREAS, a total of seven (7) bids were received and opened by the City Clerk on August 6, 2024; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive Base Bid for the Project was determined to be GSE Construction Company, Inc. (GSE Construction) with a Base Bid of $39,348,400; and

WHEREAS, staff requests City Council award a construction contract to GSE Construction in the amount of $39,348,400 for the construction of the Project contemplated by the Base Bid; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of $3,934,840 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction cost not to exceed $42,283,240; and

WHEREAS, pursuant to the Design and Construction Funding Agreement By and Between the City of Lathrop and River Islands Development, LLC (River Islands) Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility executed on February 12, 2024 (Funding Agreement), River Islands will pay for 80% of the total project construction and construction contingency cost, which amounts to $34,626,592 based on the Project's total construction cost; and

WHEREAS, the Funding Agreement's payment terms for River Islands' 80% share of the construction contract plus 10% contingency cost were based upon an estimated value of $27,500,000; and

WHEREAS, the lowest bid for the construction of the Project submitted by GSE plus 10% contingency amounts to $42,283,240, which is over 50% higher than the Funding Agreement's estimated construction cost; and

WHEREAS, staff request City Council approve an updated Funding Agreement changing the payment terms for River Islands to include an increase in the total contribution from $22,000,000 to $34,626,592, and adjustment of the initial payment to $11,773,100, the six quarterly payments to $3,809,000, and the payment guarantee value to $10,226,900; and

WHEREAS, sufficient funds were not allocated to CIP WW 22-38 in the adopted Fiscal Year 2024/25 budget for the City's 20% share of the construction cost of the Project; therefore, a budget amendment transferring $5,500,000 from the Sewer Connection Fee Fund (6030) and $13,733,240 from the Developer Fund (2710) to the CIP Project Fund is requested as detailed below:

Increase Revenue		
2710-8000-372-0100		$13,733,240
Increase Transfer Out		
6030-9900-990-9010		$5,500,000
2710-9900-990-9010		$13,733,240
Increase Transfer In		
6090-9900-393-0000	WW 22-38	$19,233,240
Increase Appropriation		
6090-8000-420-1200	WW 22-38	$19,233,240

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract for $39,348,400 to GSE Construction Company, Inc. for the construction of CTF Phase 3 Expansion, CIP WW 22-38; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency of $3,934,840 for the construction of the Project 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 transferring $5,500,000 from the Sewer Connection Fee Fund (6030) and $13,733,240 from the Developer Fund (2710) to the CIP Project Fund; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the updated Design and Construction Funding Agreement By and Between the City of Lathrop and River Islands Development, LLC (River Islands) Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility to replace the original Funding Agreement executed on February 12, 2024.

The foregoing resolution was passed and adopted this 12th day of August, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

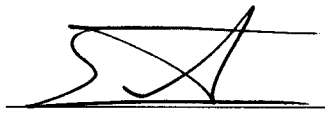
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated August 12, 2024 is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **GSE Construction Company, Inc.**, (Contractor), whose Taxpayer Identification Number is 94-2667247.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.

2. General Scope of Project and Work. Construction Documents for **CTF PHASE 3 EXPANSION, CIP WW 22-38** (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 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 demolition of a few existing components and construction of three (3) new and replacement of three (3) existing MBR trains and typical appurtenances, and a new sludge handling building.

   Following issuance of Notice to Proceed the Project shall be completed as follows:

   - **Phase Three Operational: within 375 Working Days**
   - **Completion of Project: within 425 Working Days**

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

   Base Bid Total: $39,348,400 (Thirty-Nine Million, Three Hundred Forty Eight Thousand, Four Hundred Dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by **GSE Construction Company,**

Inc. on August 6, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.

6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tire to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

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

Certified Payroll Records

a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

b) Express Condition Precedent to Payment of Contact 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 Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

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

a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.

f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars ($100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *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;

(8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;

(9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

(10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;

(11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

(12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.

12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.

13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.

14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.

15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____

Mailing Address: _____

Phone: _____

Email: _____

ATTN: _____

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.

(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 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

(19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).

(20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.

(21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

(22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.

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

(24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.

(25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED ~~AS TO FORM:~~

By: _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

ATTACHMENT " C "

UPDATED DESIGN AND CONSTRUCTION FUNDING AGREEMENT BY AND BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS DEVELOPMENT, LLC RELATED TO THE PHASE 3 EXPANSION OF THE EXISTING LATHROP CONSOLIDATED TREATMENT FACILITY

This Design and Construction Funding Agreement ("Agreement") is made and entered into as of August 12, 2024, by and between the **CITY OF LATHROP**, a municipal corporation ("CITY") and **RIVER ISLANDS DEVELOPMENT, LLC**, a Delaware limited liability company ("DEVELOPER"). DEVELOPER and CITY are referred to herein individually as "party" and collectively as "parties."

RECITALS

A. CITY operates the existing Lathrop Consolidated Treatment Facility ("LCTF") with a permitted flow capacity of 2.5 million gallons per day ("MGD") in accordance with NPDES CA00853559 Order R5-2022-0044 ("NPDES Order"). CITY also operates its recycled water system under the State Water Resources Control Board Recycled Water General Order WQO 2016-0068-DDW ("General Order").

B. At this time, the parties desire to expand the existing LCTF treatment capacity to 5.0 MGD by adding a total of 2.5 MGD capacity to the existing LCTF ("Phase 3 Expansion") as depicted in the 100% Construction plans developed by PACE Engineering dated titled City of Lathrop Consolidated Treatment Facility Phase 3 Expansion, WW 22-38. These plans were bid to outside contractors and seven bids were received on August 6, 2024.

C. CITY and DEVELOPER are parties to a series of prior funding agreements that are identified in Schedule 1 ("Prior Funding Agreements") attached hereto. This Agreement shall apply to the Phase 3 Expansion only. To the extent of any conflicts between the Prior Funding Agreements (whether or not specifically included in Schedule 1) and this Agreement, this Agreement shall control and supersede as to any specific items pertaining to the Phase 3 Expansion only. All terms of the Prior Funding Agreements not specifically addressing the Phase 3 Expansion shall remain in full force and effect.

D. 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 the Phase 3 Expansion as more particularly set forth herein. This Agreement supersedes the previous Design and Construction Funding Agreement by and between the City of Lathrop and River Islands Development, LLC Related to the Phase 3 Expansion of the Existing Lathrop Consolidated Treatment Facility dated February 12, 2024.

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 3 Expansion.

a. The parties acknowledge that the cost of expanding the existing LCTF to 5.0 MGD for the Phase 3 Expansion (e.g., adding a total of 2.5 MGD to the existing LCTF) is $43,283,240 as set forth in Exhibit A ("Revised Base Bid Schedule") plus a 10% contingency.

Of this amount, $3,250,000 has been previously funded by CITY for design costs and for the purchase and installation of the headworks facility.

b. Upon execution of this Agreement, CITY shall use commercially reasonable efforts to complete the Phase 3 Expansion in a timely manner, subject to force majeure delays, including without limitation obtaining all applicable permits and approvals necessary to proceed with the Phase 3 Expansion. By executing this Agreement, CITY agrees to fund its 20% portion of the costs identified in Exhibit C as detailed in Section 3b.

3. Expansion; Payment of Costs; Sewer Allocation and Overpayment.

a. Sewer Capacity. Subject to DEVELOPER's compliance with the terms of this Agreement, CITY will provide DEVELOPER with the capacity allocations and percentage share in the Phase 3 Expansion as set forth in Exhibit B ("Sewer Capacity Allocations"). The available sewer capacity flow allocation may be limited subject to the design wastewater strength loading for Biological Oxygen Demand (BOD), Total Nitrogen (TN) and Total Suspended Solids (TSS) allocations (lbs/day) set forth in Exhibit B.

b. Payments and Credits. DEVELOPER and CITY shall pay their pro-rata share of the costs ($34,626,592 and $8,656,648 respectively) as illustrated in Exhibit C ("Share of Project Costs") as follows:

i. DEVELOPER shall pay $11,773,100 ("Initial Payment") to CITY not later than ten (10) business days after DEVELOPER receives actual notification from CITY that CITY has selected the Contractor to build the construction contract for the Phase 3 Expansion.

ii. DEVELOPER shall then pay $3,809,000 every three months after the Initial Payment until the remaining total of $22,853,500 has been paid, for a total of 6 payments.

iii. CITY shall receive credit for the $3,250,000 in funding it has already paid. CITY shall transfer the remaining $$5,406,648 from the Sewer Connection Fee fund into the CIP WW 22-38 Project no later than ten (10) business days after CITY provides notification of selection of Contractor to DEVELOPER.

c. Payment Guarantee. Concurrent with the timing of the Initial Payment, DEVELOPER shall provide CITY with a payment guarantee, in the form of a set-aside from RIPFA CFD bond, for the total value of $10,226,900 (original Funding Agreement payment guarantee was $14,500,000, adjusted to exclude the increase between the Initial Payment for this Funding Agreement and Initial Payment of the original Funding Agreement, an amount of $4,273,100) to be used by CITY for the construction of the Phase 3 Expansion in the event that DEVELOPER does not make a payment as required above subject to a notice and cure period. In the event a DEVELOPER payment is not made by the appropriate date, CITY shall provide written notice to DEVELOPER of its lack of payment and DEVELOPER will have a ten (10) business day cure period to make the payment. The payment guarantee shall remain in place and may not be reduced until after DEVELOPER makes the fourth payment at which time the payment guarantee may be reduced to $7,616,800 to reflect the remaining two payments. When the 5th payment is made, the payment guarantee may be reduced to $3,809,000. In no event shall the payment guarantee be reduced to a value less than the remaining funds due by DEVELOPER. CITY shall release any remaining payment guarantee immediately upon receipt of the 6th payment.

d. Use of Contingency; Cost Overruns.

i. Exhibit A identifies a Contingency of $3,934,840. Subject to the terms below, the parties agree that CITY may use the Contingency for any cost overruns for the Phase 3 Expansion without obtaining the prior approval of DEVELOPER, provided that CITY shall (A) promptly notify DEVELOPER of the use of Contingency funds, (B) such cost overruns requiring Contingency funds do not include any changes or increases in scope and (C) CITY shall

meet and confer with DEVELOPER regarding the use of Contingency funds upon DEVELOPER's request and prior to such use of Contingency funds.

ii. If CITY exhausts the Contingency and CITY reasonably believes that it must incur costs in excess of the Contingency to complete the Phase 3 Expansion ("Excess Costs"), CITY shall (A) promptly notify DEVELOPER of such Excess Costs ("Notice of Excess Costs"), (B) CITY shall meet and confer with DEVELOPER regarding the Excess Costs so that CITY may proceed with the work and (C) after mutual agreement, DEVELOPER shall pay their respective share of Excess Costs within ten (10) business days after receipt of the approved Notice of Excess Costs. If the Parties do not reach a mutual agreement on the Excess Cost within ten (10) business days after receipt of Notice of Excess Cost, CITY will pay the Excess Cost to the Contractor to allow the project to proceed and include the disputed sum as amounts to be resolved during the Final Accounting as detailed in Section 3(e)(i) of this Agreement.

e. Final Accounting.

i. Upon completion of construction and prior to CITY acceptance of the Phase 3 Expansion, CITY shall provide a draft final accounting of all construction costs incurred by CITY including Excess Cost ("Final Accounting") to DEVELOPER. DEVELOPER shall have the right to review the Final Accounting. Thereafter, the Parties shall meet and confer on the Final Accounting. Should the Parties agree upon the Final Accounting, CITY shall (A) provide the approved Final Accounting to DEVELOPER, (B) proceed with CITY COUNCIL acceptance of the Phase 3 Expansion and (C) pursue final signoff by the Regional Water Quality Control Board ("Regional Board"); and DEVELOPER shall (A) provide written notice of approval of the Final Accounting ("Notice of Approval of Final Accounting") to CITY within ten (10) business days of receiving the Approved Final Accounting and (B) pay their respective remaining share of any Excess Costs as set forth in the Final Accounting concurrently with the Notice of Approval of Final Accounting. Should the Parties not agree upon the Final Accounting, the Parties shall meet and confer to reach agreement within 30 days of completion of construction. If the Parties do not agree within the 30 days, any amount disputed will be presented to City Council to be paid by CITY to the Contractor within ten (10) business days thereafter, and the final resolution of the disputed amount shall be determined by binding arbitration pursuant to the requirements set forth in Section 6 herein.

ii. To the extent that the approved Final Accounting illustrates cost savings (e.g. the Phase 3 Expansion was constructed for less than the Expansion Costs contributed by DEVELOPER, including any savings of Contingency amounts contributed by DEVELOPER), CITY shall reimburse to 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.

4. Restrictions on Reliance or Use of Sewer Allocation by DEVELOPER; Other Restrictions. Notwithstanding anything to the contrary contained herein, the following shall apply to restrict DEVELOPER's reliance upon or use of its Sewer Allocation in the Phase 3 Expansion ("Sewer Allocation").

a. DEVELOPER acknowledges and understands that DEVELOPER cannot rely upon or use their Sewer Allocation until (i) final completion and CITY acceptance of the Phase 3 Expansion and (ii) final signoff of the completed Phase 3 Expansion by the Regional Board. As used herein, "rely" shall mean the ability to rely upon the availability of such capacity for CITY approval of final maps, and "use" shall mean CITY approval of building permits.

b. Use of Float Capacity. CITY recognizes that there is an approximate one-year delay between allocation of sewer capacity to residential lots within a subdivision during final map approval and the actual sewer flow being received at the treatment facility ("Float Capacity"). Completion of the Phase 3 Expansion and final signoff by the Regional Board is expected within two years of the execution of this Agreement. If completion is delayed beyond the approximated

two year expectation and (i) DEVELOPER has exhausted all of their existing sewer capacity, as shown in Exhibit D and (ii) DEVELOPER has fully funded their share of this expansion as detailed in Section 2(a) of this Agreement, DEVELOPER shall be permitted to allocate float capacity to residential lots within a subdivision during final map approval to not exceed 119,024 gallons per day (10% of DEVELOPER's total existing sewer capacity). DEVELOPER shall not be permitted to allocate Float Capacity to uses other than residential lots within a subdivision as the use of Float Capacity is based on data from existing residential lot allocations and this basis may not be representative of non-residential uses.

c. No transfer of Sewer Allocations to DEVELOPER or third parties under this Agreement shall be effective unless and until such DEVELOPER or third party has provided to CITY the information required in Schedule 2 attached hereto ("Transfer Information") for City approval which shall not be unreasonably withheld, conditioned or delayed. Item 5 of Schedule 2 requires the purchaser of Sewer Allocations to commit to obtaining a building permit, parcel map or final map within one year of City approval of a transfer or sell the units back to CITY, unless Council approves an alternative time limit. DEVELOPER may be exempt from this time limit on a case-by-case basis and if Council approves the exemption at the time of the transfer for unique situations such as a sale of capacity that exceeds DEVELOPER's project build out sewer demand. DEVELOPER is exempt from the conditions of Schedule 2 if the Sewer Allocation is part of a large lot or final map.

5. Previous Oversizing; Oversizing Reimbursements. Nothing in this Agreement changes or alters DEVELOPER's right to oversizing reimbursement detailed in previous agreements.

6. 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 ("Breach Notice") to cure such breach or noncompliance (as such period may be extended as set forth below "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 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 pursues such cure and the Breach Notice sets 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 6(c) below, upon a Default pursuant to Section 6.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 sixty (60) days after the 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 resolved 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 party 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. Subject to the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after DEVELOPER's receipt of a Breach Notice from CITY, (i) CITY may immediately suspend DEVELOPER's ability to use its Sewer Allocation and (ii) City may sell DEVELOPER's Capacity Allocation on a pro-rata basis to other developers.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

8. 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, agent or attorney has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other 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.

9. 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.

10. 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 shall remain in full force and effect. However, if 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 then 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 6.

11. Authorization. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) the person(s) executing this Agreement are dully authorized to execute and deliver it on behalf of such party, (iii) by such Person(s) so executing this Agreement, such party is formally bound to the provisions of this Agreement and (iv) entering into this Agreement does not violate any provision of any other agreement to which such party is bound. CITY has obtained any necessary approvals from the Consortium (as defined in the Consortium Agreement described in Schedule 1) and other property owners and developers to execute this Agreement and be bound by the terms hereof.

12. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the Parties hereto with respect to the Phase 3 Expansion and supersedes all prior understandings or agreements with respect to the subject matter hereof, provided that this Agreement does not supersede, amend nor replace any prior written agreement relating to any matter not expressly set forth in this Agreement relating to this specific Phase 3 Expansion Project including without limitation the parties' separate Consortium Agreement (as defined in Schedule 1), as amended from time to time. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by both parties hereto.

13. Greenlighting Future Expansions. Nothing herein supersedes, amends or replaces any prior written agreement with respect to DEVELOPER's ability to "greenlight" future expansions in accordance with the parties' other written agreements regarding "greenlighting."

14. 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.

15. 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 fifth 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 Clerk

With a copy to:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Attorney

DEVELOPER

River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso, President

16. 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.

17. 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 DEVELOPER, DEVELOPER may not 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 DEVELOPER assignment, (i) DEVELOPER shall notify CITY of the proposed assignment and provide reasonable information to CITY regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill DEVELOPER's obligations under this Agreement. DEVELOPER may assign this Agreement to an Affiliate with notice to CITY. As used herein, the term "Affiliate" means any person, entity or organization as to which 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.

18. Time is of the Essence. Time is of the essence of this Agreement.

19. 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 provisions(s) to which they pertain.

20. 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 DEVELOPER. CITY shall have no responsibility for any public improvements unless and until accepted by CITY.

21. 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.

22. Table of Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A:	Opinion of Probable Costs
Exhibit B:	Sewer Capacity Allocations
Exhibit C:	Share of Project Costs
Exhibit D:	Accounting of Existing Sewer Capacity
Schedule 1:	Prior Funding Agreements
Schedule 2:	Transfer Information

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date or dates set forth below.

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

BY:_____
Stephen J. Salvatore
City Manager

Dated:_____

ATTEST:

BY:_____
Teresa Vargas
City Clerk

Dated:_____

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

BY:_____
Salvador V. Navarrete
City Attorney

DEVELOPER:
RIVER ISLANDS DEVELOPMENT, LLC,
a Delaware limited liability company

_____
BY: Susan Dell'Osso
Its: President

EXHIBIT A

Revised Base Bid Schedule

CTF Phase 3 Expansion, Lathrop, CA

CTF PHASE 3 EXPANSION, CIP WW 22-38

REVISED BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
A. General Conditions					
1	Mobilization / Bonds / Insurance	1	LS	$1,800,000	$1,800,000
2	Implement City-Provided SWPPP	1	LS	$40,000	$40,000
3	General Conditions	1	LS	$2,000,000	$2,000,000
4	ALLOWANCE: Caterpillar 908 Wheel Loader per Attachment F	1	LS	$168,000	$168,000
5	Jobsite Trailer for City's Con Mgr., per Spec. Sec. 01510	1	LS	$50,000	$50,000
6	General Items Not Included Above	1	LS	$1,000	$1,000
	SUBTOTAL A				$4,059,000
B. Civil Works Including Labor					
7	Demolition, Including Removal & Disposal of Pond Liner and 2 Chlorine Tanks	1	LS	$200,000	$200,000
8	Dewatering, Excavation, Backfill	1	LS	$1,300,000	$1,300,000
9	Site Grading / Rock / Paving	1	LS	$800,000	$800,000
10	Operations Building	1	LS	$2,500,000	$2,500,000
11	Sludge Pad Concrete	1	LS	$1,200,000	$1,200,000
12	Winter Sludge Storage Building	1	LS	$600,000	$600,000
13	Sludge Dewatering Building	1	LS	$500,000	$500,000
14	Yard Piping	1	LS	$2,000,000	$2,000,000
15	Structural Concrete	1	LS	$4,800,000	$4,800,000
16	Civil Works Items Not Included Above	1	LS	$1,000	$1,000
	SUBTOTAL B				$13,901,000
C. Mechanical Equipment					
17	ALLOWANCE: Kovalus Membranes, Blowers, Instrumentation, Etc.	1	LS	$2,566,300	$2,566,300
18	ALLOWANCE: Existing Neuros Blowers Modifications	1	LS	$86,000	$86,000
19	ALLOWANCE: Kovalus Membrane Upgrade	1	LS	$1,364,400	$1,364,400

20	Screw Press Systems – FKC or equal	1	LS	$1,500,000	$1,500,000
21	Remaining Mechanical Equipment	1	LS	$4,299,700	$4,299,700
22	Overhead Bridge Crane Extension	1	LS	$120,000	$120,000
23	Misc. Mech. Piping, Tubing, Sleeves	1	LS	$3,600,000	$3,600,000
24	Beams, Catwalks, Guiderails, and Grating	1	LS	$1,800,000	$1,800,000
25	Items Not Included Above	1	LS	$1,000	$1,000
	SUBTOTAL C				$15,337,400
D. Instrumentation Equipment					
26	Instrumentation Equipment (Outside Headworks)	1	LS	$650,000	$650,000
27	Instrumentation Items Not Included Above	1	LS	$1,000	$1,000
	SUBTOTAL D				$651,000
E. Electrical Equipment					
28	Yard Electrical Power	1	LS	$1,200,000	$1,200,000
29	Yard Electrical Control	1	LS	$1,200,000	$1,200,000
30	New MSB-1 Gear, Msg-1 Renovation – Square D or equal	1	LS	$600,000	$600,000
31	Phase 2 Electrical Modifications	1	LS	$600,000	$600,000
32	MCC-3 – Square D or equal	1	LS	$600,000	$600,000
33	S5 18 Pulse 100hp Drives., Pumps & Modifications – Schneider or equal	1	LS	$400,000	$400,000
34	Local Conduit/Wire, Pull/Gutter Boxes, Disconnects - – Square D or equal	1	LS	$150,000	$150,000
35	Electrical Items Not Included Above	1	LS	$450,000	$450,000
	SUBTOTAL E				$5,400,000

TOTAL BASE BID (A+B+C+D+E): $39,348,400

TOTAL BASE BID IN WORDS: Thirty-nine million three hundred forty-eight thousand four hundred

EXHIBIT B

Sewer Capacity Allocations

CTF Phase 3 Expansion, City of Lathrop, CA

Name of Party	Flow Capacity (gpd)	% of Expansion
City of Lathrop	500,000	20%
River Islands	2,000,000	80%
Total	2,500,000	100%

	Biological Oxygen Demand (mg/L)	Total Nitrogen (mg/L)	Total Suspended Solids (mg/L)
City of Lathrop	500	70	340

EXHIBIT C

Share of Project Costs

CTF Phase 3 Expansion, Lathrop, CA

Name of Party	% of Expansion	Cost Share
City of Lathrop	20%	8,656,648
River Islands	80%	34,626,592
Total	100%	$43,283,240

EXHIBIT D

Accounting of Existing Sewer Capacity

Accounting of Existing Sewer Capacity	
	Capacity (gpd)
Phase 0	100,000
Phase 1	200,000
Phase 2	652,840
Reserve	237,396
Total Capacity	**1,190,236**
Allocated (as of 1/16/2024)	(850,692)
Remaining Capacity	**339,544**

SCHEDULE 1

Prior Funding Agreements

WRP-1 MBR 0.75 MGD Expansion (CIP# WW 01-21)

1. Agreement for Financing Design, Construction, Maintenance and Operation of Additional Sanitary Sewer Facilities and Acquisition of Lands Necessary for Such Project, dated April 29, 2003 (as amended)("Consortium Agreement")
2. Agreement among the City of Lathrop, Crossroads CREA Investors, LLC, and Califia, LLC for Design, Construction, Maintenance and Operation of Additional Sanitary Sewer Facilities and Acquisition of Lands Necessary for Such Projects, dated April 29, 2003 (as amended)
3. First Amendment to the Agreement for Financing, Construction, Maintenance and Operation of Additional Sanitary Sewer Facilities in the City of Lathrop, dated August 1, 2003
4. First Amendment to Agreement among the City of Lathrop Crossroads CREA Investors LLC and Califia LLC for Design Construction Maintenance and Operation of Additional Sanitary Sewer Facilities and Acquisition of Lands Necessary for Such Projects, dated August 1, 2003
5. Second Amendment to the Agreement for Financing, Construction, Maintenance and Operation of Additional Sanitary Sewer Facilities in the City of Lathrop, dated September 1, 2003

LCTF Phase 1 Expansion (CIP# WW 10-15)

6. Integrated Greenlighting and Funding Agreement, dated August 19, 2013

LCTF Phase 2 Expansion (CIP# WW 14-14)

7. Funding Agreements for The City's Pre-Construction Costs Related to the Phase 2 Expansion of the Lathrop Consolidated Treatment Facility, (six funding agreements were issued to participating Developer between March 17, 2015, and March 10, 2016)
8. Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility, dated November 21, 2016

SCHEDULE 2

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 (ECUs) or Interceptor System Units (ISUs) 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 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 ECUs or ISUs.

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 ECUs or ISUs 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.

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

RECOMMENDATION: **Approve Appointment of the City's Voting Delegate and Alternate for the 2024 League of California Cities Annual Conference, October 16-18, 2024, at the Long Beach Convention Center**

BACKGROUND:

Each year, the League of California Cities (League) holds an Annual Conference and business meeting to decide League policy for the upcoming year. This year, the Conference will be held at the Long Beach Convention Center in Long Beach, California, October 16-18, 2024.

League membership considers and takes action on Resolutions that establish League policy. In order for cities to vote at the Annual Business Meeting, the City Council of each corresponding member jurisdiction must designate a voting delegate. Each city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official. Additionally, all delegates must be registered to attend the Annual Conference.

Vice Mayor Diallo, and Councilmembers Akinjo, and Torres-O'Callaghan have registered for this year's Annual Conference. The City Council as a whole may vote to assign the City of Lathrop voting delegate and alternate(s). Therefore, staff is requesting that the City Council discuss and formally approve a voting delegate and alternate(s) to participate in the General Assembly at the 2024 League Annual Conference representing the City of Lathrop.

The deadline to submit Resolutions, 60 days prior to the opening of the Annual Conference, is August 17, 2024. The general Resolutions to be voted on during the Conference are expected to be distributed to city officials and posted on the League website site. However, if none are submitted, a petitioned Resolution can still be submitted during the Annual Conference and would need to be considered and voted on during the business meeting.

Information regarding the 2024 Annual Conference schedule can be found on the League website at:
https://www.calcities.org/detail-pages/event/2024/10/16/default-calendar/annual-conference-and-expo.

Information regarding the Resolutions and the General Assembly can be found on the League website at:
https://www.calcities.org/advocacy/resolutions-and-the-general-assembly.

REASON FOR RECOMMENDATION:

The Resolutions process and the approval by the General Assembly during the Annual Conference become the official League of California Cities policy. Therefore, by participating the City remains informed and participates in the policy decision-making process for the League of California Cities.

FISCAL IMPACT:

Funds are available in the City Council Training & Travel expense account for new Fiscal Year 2024-25. Typically, funds are set aside for Councilmembers to attend this event in person at an estimate cost of $3,530, per person, which may include:

- Conference Registration Fee $650
- Hotel – approximately $485 per night (x4 nights)
- Meals – approximate $100 per day
- Airfare - $440
- Transportation - $100

This trip is subject to reimbursements and allowance set in the new Travel Policy adopted by Resolution No. 22-5112, unless amended by Council action.

ATTACHMENTS:

A. 2024 Voting Delegate Packet

APPROVALS:

Teresa Vargas
Government Services Director/
City Clerk

7/30/24
Date

Cari James
Finance Director

8/1/2024
Date

Salvador Navarrete
City Attorney

7.31.2024
Date

Stephen J. Salvatore
City Manager

8.5.24
Date

LEAGUE OF
CALIFORNIA
CITIES

ATTACHMENT " A "

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF
CALIFORNIA
CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF
CALIFORNIA
CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

PAGE LEFT INTENTIONALLY BLANK

ITEM 6.1

CITY MANAGER'S REPORT
AUGUST 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **MAYOR DHALIWAL REFERRAL ANNOUNCE UNSCHEDULED VACANCY TO THE MEMBER REPRESENTING LATHROP ON THE SAN JOAQUIN COUNTY MOSQUITO VECTOR CONTROL DISTRICT**

RECOMMENDATION: **Set Application Deadline for One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, due to Unexpired Term Vacancy Plus a Full Term of Four (4) Years, ending December 31, 2029**

SUMMARY:

San Joaquin County Mosquito and Vector Control District (the District) is an independent special district formed pursuant to the California Health and Safety Code, Section 2000 et seq. An appointed Board of Trustees governs the District, with representatives from each incorporated city and the county at large. The District assists with managing mosquito populations at levels that reduce the risk of virus transmissions to humans and horses in urban, suburban, and rural areas.

The City of Lathrop is authorized to appoint one (1) representative to the Board of Trustees. Such member appointed by the city serves a term of four (4) years, and each subsequent reappointment may be for a term of two or four years. Members are expected to participate in regular meetings, as well as sub committees, as part of their duties. Meetings of the District are held on the third Tuesday of each month if the regular meeting date falls on a legal holiday, the meeting will be held the following Tuesday.

During the July 12, 2021, Lathrop City Council has appointed Ms. Hope Datoc as a Lathrop representative to serve on the San Joaquin County Mosquito & Vector Control District Board of Trustees, with a term ending December 31, 2024, due to an unexpired term vacancy.

On July 10, 2024, the City was informed that Ms. Datoc stepped down as a Trustee representing the City of Lathrop. An unscheduled term vacancy now exists for a Trustee representing the City. Therefore, tonight's referral is requesting the Council to set the application deadline for one (1) member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with term ending December 31, 2024, due to the unexpired term vacancy, plus a full term of four (4) years, ending December 31, 2029.

ATTACHMENT:

A: San Joaquin County Mosquito and Vector Control District Fact Sheet 2024

SUBMITTED BY:

Teresa Vargas, City Clerk

8/8/24
Date

San Joaquin County Mosquito and Vector Control District Fact Sheet

Description

Per H&S Code §2040 and §2041, the district may take any and all necessary or proper actions to prevent vectors and vector borne diseases; take any and all necessary or proper actions to abate or control vectors and vector borne diseases; to purchase the supplies and materials, employ the personnel, and contract for the services that may be necessary or proper to carry out the purposes and intent of this chapter of the H&S Code.

Term Length 4 Years; **Term Limit** N/A

Compensation

Per Health & Safety Code §2030 (b), the members of the board of trustees may receive their actual and necessary traveling and incidental expenses incurred while on official business. In lieu of paying for actual expenses, the board of trustees may by resolution provide for the allowance any payment to each trustee a sum not to exceed one hundred dollars ($100) per month for expenses incurred while on official business.

Legal Authority

Resolution and Order of Consolidation adopted on January 22, 1980; Health & Safety Code §2000-2007, §2010-2014, §2020-2030, and §2040-2055; San Joaquin County Mosquito and Vector Control District Board of Trustees' Resolution 07/08-3 Adopted February 19, 2008 and Resolution R-08-236 Adopted April 29, 2008.

Membership Qualifications

11 Members: Three (3) members appointed by the Board of Supervisors; Eight (8) Members appointed by the incorporated cities. All members appointed by the Board of Supervisors will be required to attend training. Training dates and registration information will be provided by the Clerk of the Board upon appointment.

Residence Requirements

Each person appointed by the Board of Supervisors shall be a resident of that portion of the county that is within the district; each person appointed by a city council shall be a resident of that portion of the city that is within the district.

Voter Registration Requirements

Each person appointed by the Board of Supervisors shall be a voter in San Joaquin County; each person appointed by a city council shall be a voter in that city that is within the district.

Form 700 - Statement of Economic Interest Required Upon Appointment: Yes

San Joaquin County Mosquito and Vector Control District Fact Sheet

Meeting Dates: 3rd Tuesday of each month at 1:00 p.m.

Meeting Location

SJC Mosquito & Vector Control District Office
7759 S. Airport Way
Stockton, CA 95206

Website: www.sjmosquito.org

Board Liaison: Omar Khweiss, General Manager

Contact Address

SJC Mosquito & Vector Control District Office
7759 S. Airport Way (Frontage Road)
Stockton, CA 95206

Contact Phone: (209) 982-4675; **Email:** okhweiss@sjmosquito.org

At the San Joaquin County Mosquito and Vector Control District, emphasis is placed on managing mosquito populations at levels that reduce the risk of virus transmissions to humans and horses in urban, suburban, and rural areas. The District programs include mosquito surveillance, tick surveillance and tick-borne disease testing, insect identification, education and community outreach, biological control, physical control, chemical control, and legal abatement.

San Joaquin County Mosquito and Vector Control District provides comprehensive vector surveillance and control services to enhance the public health and quality of life for the residents and visitors of San Joaquin County. As a locally controlled independent agency, we seek to fulfill our mission through the following commitments:

- To utilize the most advanced administrative and operational technology available;
- To provide stewardship for public funds by stressing efficiency in our operations;
- To encourage citizen participation in achieving our mission;
- To educate the public regarding the health implications of disease transmitting pests;
- To provide services consistent with an awareness and concern for environmental protection;
- And lastly, to provide and maintain a safe and effective public health pest management program.

Mission Statement adopted by the Board of Trustees on May 21, 1996

PAGE LEFT INTENTIONALLY BLANK